



***October 23, 2019 COMMISSION MEETING
AGENDA PACKET ATTACHMENTS***

ITEM 4: Consent Agenda

- a) September 25, 2019 Minutes (Draft)
- b) FY2019-20 Q1 Financials
- c) Memo re: Update to Personnel Policy: Holiday Leave

ITEM 5: Cover Memo re: FY2018-19 State Annual Report to First 5 CA

ITEM 6: Cover Memo re: Help Me Grow Centralized Access Point Contract

ITEM 7: Cover Memo and MOUs re Child Care Study (SLCUSD, City of SLO)

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

COMMISSION MEETING MINUTES

September 25, 2019

Current Commissioners Present

Bruce Gibson (Chair)

SLO County Board of Supervisors

James Brescia, EdD

SLO County Office of Education

Devin Drake

Department of Social Services

Erica Ruvalcaba-Heredia, EdD

Community at Large

Melinda Sokolowski

Child Care Planning Council

James Tedford, MD

Medical Representative (FAAP)

Alison Ventura, PhD

Community at Large

Bob Watt

Community at Large

Commissioners Absent/Excused

Penny Borenstein, MD (Vice Chair)

SLO County Public Health Department

Staff Present

First 5 staff: Wendy Wendt, Jason Wells, Misty Livengood

Commission Evaluator: Tom Keifer

Commission Counsel: Natalie Frye-Laacke

Call to Order

Chair Gibson called the meeting to order at 3:03 PM.

ITEM 1 – Chair Comments

Chair Gibson welcomed Commissioners back to the first meeting of the fiscal year, and especially the three new Commissioners, each of whom introduced themselves*.

ITEM 2 – Commissioner Announcements and Updates

*Alison Ventura is a Professor in Kinesiology and Public Health at Cal Poly, with an expertise in early childhood nutrition.

*Jim Tedford is recently retired from his pediatric practice, where he had been since 1975. He reminded Commissioners and others present of the upcoming conference on Fetal Alcohol Spectrum Disorder on October 7.

*Erica Ruvalcaba-Heredia has long been associated with First 5, previously as the School Readiness Coordinator in Oceano. She now serves as Program Director at the Center for Family Strengthening.

Commissioner Sokolowski announced that her team at CAPSLO is recruiting dads raising daughters for a support group.

Commissioner Brescia announced submission of a California Apprenticeship Initiative grant opportunity focused on early and elementary education. Several partners are involved, including State Preschool, CAPSLO, Cal Poly, and Cuesta. The initiative will be integrally linked with IMPACT.

Commissioner Drake lauded work on Continuum of Care Reform, which in part is focused on transitioning children out of group homes into resource family homes in the community.

Commissioner Gibson articulated the honor of being a Supervisor representing First 5, an organization with a “righteous mission.”

ITEM 3 - Public Comment – Items not on the agenda

None

ITEM 4 (ACTION ITEM) - Consent Agenda

- a. Approval of the June 26, 2019 Minutes
- b. Approval of Q4 2018-19 Financials (unaudited)
- c. Approval of 2020 Calendar
- d. Approval to Endorse Wellness Trust Concept
- e. Approval of 2019-20 Amendment to MHSA Contract with County of SLO Behavioral Health
- f. Approval of Public Sector Memoranda of Understanding for Child Care Study

[Wendy Wendt requested to pull Item 4f and table for a future meeting – MOUs not yet finalized by partner agencies]

Public Comment: None

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

ITEM 5 (ACTION ITEM): Commission Review and Approval of FY2018-19 Annual Audit

Executive Director Wendy Wendt provided highlights on the annual audit process and document, followed by comment by Auditor Bob Crosby CPA of Crosby Company.

Mr. Crosby briefly addressed the Commission, confirmed a smooth audit process and clean report with no findings.

Public Comment: NONE

Commissioner Drake made a motion to approve the 2018-19 Annual Audit. The motion was seconded by Commissioner Sokolowski and passed unanimously.

ITEM 6 (ACTION ITEM): Commission Approval of Selection of Help Me Grow Centralized Access Point Operator – Community Action Partnership of San Luis Obispo County

Associate Director Jason Wells presented the results of an RFP process to select an operator for a Help Me Grow Centralized Access Point for San Luis Obispo County. Three Concept Proposal applications were reviewed by a Panel consisting of First 5 staff, a former Commissioner, representatives from Parents Helping Parents, Health Access Training Project, Help Me Grow Ventura County and First 5 Yolo County. The Review Panel recommended two finalists, who were invited to submit full proposals. Community Action Partnership (CAPSLO) submitted the only final proposal. The Review Panel convened again, and recommended that CAPSLO be approved for funding as the HMG Centralized Access Point operator. The Panel also developed a set of clarifying questions for First 5 Staff to address with CAPSLO.

The duration of the funded project is proposed for over five fiscal years. Up to \$200,000 in First 5 funds will be committed annually, in addition to \$40,000 in one-time start-up funds from the County of San Luis Obispo (\$20,000 from Public Health and \$20,000 from Department of

Social Services). CAPSLO in-kind and matching dollars will increase over the duration of the contract period.

Staff proposed the following next steps:

- Work with CAPSLO to develop a full contract, including scope of work, budget and budget narrative, for Commission approval at the October 23, 2019 meeting.
- CAPSLO and First 5 work to align project with CA Help Me Grow Indicators.
- Solicit input from Model of Care Partners Oversight Committee (MOCPOC) on program elements and priorities.

DISCUSSION:

Commissioner Tedford asked if this is designed as a triage program. Mr. Wells explained that the Centralized Access Point is meant as a universal information and resource support portal for various individuals and organizations, including parents, pediatricians, preschool teachers, and other caregivers. The Centralized Access Point is also meant to include relationship-building across systems.

Commissioner Ventura asked if there a robust plan for networking/advertising the new initiative. Mr. Wells confirmed that networking, outreach, and ongoing connections with community members and providers is central to the program model and proposed scope.

Commissioner Ruvalcaba-Heredia clarified that this is a care coordination model, and sought confirmation that the staff will be bilingual. Commissioner Gibson reinforced the importance of this feature.

Commissioner Gibson asked for clarification on the anticipated in-kind involvement of other CAPSLO staff listed on the proposal's organizational chart: Will all of those listed be integrally involved in HMG? Commissioner Sokolowski (who is involved in the project design as a staff member at CAPSLO) confirmed.

Public Comment: NONE

Commissioners reached consensus to direct staff to enter into contract negotiations with CAPSLO, with a final contract draft to be submitted for review and approval at the October 23, 2019 Commission meeting.

ITEM 7 -- Staff Reports

Communications and Outreach Officer Misty Livengood presented in various activities happening at First 5:

- At the state level, planning is underway for a First 5 Association Summit in December. The First 5 Center for Children's Policy is now operational, and will be spearheading a variety of research and public awareness campaigns. Census 2020 outreach is also a high priority across the state.

- Locally, the We Are the Care Initiative has sprung into action on the heels of the Where's the Care Town Hall. Three task forces have formed (public awareness, local government engagement, cross sector collaboration). The topic was recently featured on KCBX Central Coast Voices, with a panel interview that included First 5 Executive Director Wendy Wendt, ASI Children's Center Director Tonya Iversen, and SLO Chamber Director of Government Affairs Molly Kern.
- First 5 CA First Express will be making multiple stops in SLO County over the coming month, including the Arroyo Grande Harvest Festival, the Oceano Family Resource Center, and the Twin Cities Hospital Birth and Family Fair.
- First 5 SLO County has entered into a new outreach and promotion partnership with Cal Poly Mustangs, which includes free tickets for families, a social media and digital banners, PA announcements, a kids day sponsorship, and a "baby cam" feature and various athletic events throughout the year.
- Talk Read Sing onesies are now part of the First 5 SLO County kit program.
- Other upcoming informational events supported and/or promoted by First 5 include a forum on connecting immigrants to services, a donor breastmilk drive, a forum on fetal alcohol spectrum disorder, a Latino Health Coalition health and resource fair, and a school garden training.
- Monthly Hands-on Heroes continue to be showcased. August featured Outside Now's Noa Kamplain and Kira Guillermo. September was Georgia Brown kindergarten teacher Sylvia Almandariz. And October is Sara McGrath with Parents Helping Parents.

Executive Director Wendy Wendt added the following updates:

- In conjunction with the launch of the Help Me Grow Centralized Access Point, First 5 San Luis Obispo County is anticipating becoming a formal Help Me Grow Affiliate as part of the statewide initiative.
- Ms. Wendt continues to participate in the SLO County, Child Abuse Prevention Plan team being spearheaded out of the Department of Social Services and Center for Family Strengthening.
- First 5 SLO County has become increasingly engaged with local chambers of commerce. The SLO Chamber is particularly interested in partnering on issues related to affordable child care. Ms. Wendt has been invited to moderate the upcoming Chamber State of the State.

Public Comment: None.

ITEM 8 – Strategic Planning 2020

Ms. Wendt provided an update on strategic planning activities, including design of a community survey and family focus group series based off of protocols and tools used by First 5 Fresno and Central Valley partners are part of their strategic planning process.

Focus groups are being scheduled throughout the county, to be co-facilitated by staff and Commissioners.

Commissioners discussed a priority frame for the next Strategic Plan, and agreed to mirror the categories used by the First 5 Association:

- Health and Development
- Early Learning
- Resilient Families

ITEM 9 – Presentation: Central Coast Breastfeeding Coalition and First 5 Advocacy Goals

Leslie Mehigan of the Central Coast Breast Feeding Coalition and Santa Barbara County WIC Program, presented on various topics related to breastfeeding, including health benefits, local breastfeeding rates, lactation accommodation policies in the workplace, and the effects of cannabis on early childhood health.

DISCUSSION:

Commissioner Gibson inquired if the science is there yet to determine one way or another if THC is having negative effects on the health of children. Ms. Mehigan explained that there is much we still don't know, and she encourages people not to take the risk if we don't yet have the answers.

Commissioner Watt commended the Central Coast Breastfeeding Coalition, lauded it as a great partnership with fiscal agent Center for Family Strengthening, where he is the chair of the board.

ITEM 10 -- Adjourn 5:33 p.m.

To: First 5 Commissioners

From: Wendy Wendt

Date: October 23, 2019

Re: ITEM 4b: 2019-20 First Quarter Financial Report

Recommended Action

Staff recommends the Commission approve the Administrative Budget report and Operating Statement for fiscal year 2019-20 as of September 30, 2019.

Administrative Budget

As of September 2019, 23% of the administrative budget was spent.

Administrative budget comments:

1. Program Related Administrative Expenses – Administrative budget spending has been reduced by \$71,579 (a portion of office rent and staffing costs allocated to program activities). The cost is directly related to work performed for funded programs and can be considered program related expenses as defined by the GFOA guidelines.
2. Special Department expenses are at 36% of the annual budget, due to a new First 5 promotion partnership with Cal Poly athletics.

Administrative Expense as Percent of Total Operating Expense

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

As of September 30, 2019, the Administrative Expense as a percentage of Total Operating Expense is 33.6% (\$68,447/\$205,164) because program and evaluation expenditures were extremely low, approximately 2.8% of the remaining contracted amounts. Historically first quarter program expenditures have been low, so the higher percentage isn't unexpected. However, it is anticipated that during the second quarter of FY 2018-19, program and evaluation expenditures will increase, reducing the administrative percentage to within the adopted policy guidelines.

Operating Statement

As of September 30, 2019 net revenue is \$441,354.

Operating Statement comments:

1. Prop 10 Tobacco Tax Revenue – Tax revenue scheduled for FY 2018-19 Q1 has not yet been posted as of this report date. A May 2019 Revenue projection estimates \$1,624,356 in annual appropriations for FY 2019-20. This is a slight increase from the actual tax revenue received in FY 2018-19 (\$1,435,661).

Tax Revenue Distribution Schedule 2019-20

July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020

Tax Revenue Distribution Schedule 2018-19

July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019
144,117	121,857	162,173	132,985	123,568	140,143	42,757	111,405	108,983	107,888	127,643	112,142

2. Total revenue received from all sources through September 30, 2019 is \$646,518. This includes accrued April, May and June payments from the 2018-19 Tax Revenue Distribution Schedule, accrued IMPACT program income of \$281,188, accrued state interest totaling \$4358, and \$9,149 in MAA revenue.
3. Total Program and Administrative Expenditures through September 30, 2019 are \$205,164.

Fund Balance Detail

GASB 54	6/30/2019 (audited)	9/30/2019	12/31/2019	3/31/2020	6/30/2020 (audited)
Nonspendable	\$ 17,277	\$ 17,277			
Restricted	\$ 54,749	\$ 52,140			
Committed	\$ 2,970,105	\$ 3,287,177			
Assigned	\$ 5,808,313	\$ 5,829,302			
Unassigned	\$ -	\$ -			
TOTAL	\$ 8,850,444	\$ 9,185,896			



Program Expenditures Q1 FY19-20

	Jul19-Sep19	Oct19-Dec19	Jan20-Mar20	Apr20-Jun20	Total
Perinatal Readiness					
BABES (SLO Co PHD)					-
Perinatal Mental Health Support (CFS)					-
Baby's First Breath (SLO Co PHD, TCP)					-
TOTAL	-	-	-	-	-
Child Health and Development					
Oral Health Safety Net Treatment (Contribution)					-
Oral Health Coordinator (SLO Co PHD)					-
Tolosa Children's Dental Clinic					-
Vision Screening	1,998				1,998
BEST PALS (Pediatric Physical Therapy Services)					-
Health Access Trainers (Carsel Consulting Group)	3,877				3,877
3 by 3 Research (Carsel Consulting Group)	986				986
3 by 3 Internal Program Expenses	231				231
HMG Centralized Access Point					
TOTAL	7,092	-	-	-	7,092
Early Learning					
PR First5 ECE - Donation Equipment	2,609.00				2,609
ELFA (SLO COE)					-
First 5 Preschools					-
(OC) School Readiness, Oceano (LMUSD)					-
(GB) School Readiness, Georgia Brown Elem (PRJUSD)					-
TOTAL	2,609	-	-	-	2,609
Family Strengthening					
Magda Williams	10,701				10,701
(OC) Family Advocacy					-
(GB) Family Advocacy					-
Parents Helping Parents	7,186				7,186
Family Advocacy Services (CFSSLO)	2,599				2,599
Parent Cafes (CFSSLO)					-
Parent Cafes (CAPSLO)					-
TOTAL	20,486	-	-	-	20,486
IMPACT SLO					
Quality Counts -- FCCs (CAPSLO - CCRC)					-
Quality Counts -- Centers (CAPSLO - LPC)					-
Early Learning and Literacy Specialists (SLOCOE)					-
IMPACT Program Evaluation Expenses	1,275				1,275
IMPACT HUB Expense	16,166				16,166
IMPACT DATA Reimbursement					-
IMPACT Program "Other"					-
TOTAL	17,441	-	-	-	17,441
Advocacy Projects					
CBOR/HOH	1,550				1,550
New/General Advocacy	120				120
Talk Read Sing Campaign	8,992				8,992
Other Advocacy Projects					-
TOTAL	10,662	-	-	-	10,662
Other					
Evaluation - Core Allocation	4,208				4,208
Kits for New Parents	1,640				1,640
Event Sponsorships	1,000				1,000
					-
TOTAL	6,848	-	-	-	6,848
TOTAL PROGRAM AND EVALUATION EXPENSE	65,138	-	-	-	65,138

Quarter ending: 9/30/2019

First 5 Children and Families Commission of San Luis Obispo County				
Administrative Budget				
FY 19-20				
September 30, 2019				
	Beginning	YTD	Ending	%
	Budget Bal	Expensed	Budget Bal	Expensed
Regular Hours - Permanent	391,506	105,128	286,378	27%
Computer Supplies	1,000		1,000	0%
Copy/Printing	3,000	200	2,800	7%
Food	800	112	688	14%
Insurance	3,700		3,700	0%
Copier Maint Contract	1,000	279	721	28%
Memberships	5,000	290	4,710	6%
Office Expense	3,000	575	2,425	19%
Other Services - Auditor Dept.	8,052	8,052	-	100%
Postage - Direct	100	2	98	2%
Professional Services	72,210	8,227	63,983	11%
Registration/Training	5,000	44	4,956	1%
Rent	45,515	11,269	34,246	25%
Significant Value Purchase	5,000		5,000	0%
Special Dept Expense	14,180	5,134	9,046	36%
Phone, Data, Internet Access	5,000	550	4,450	11%
Other Travel Expenses	5,522	164	5,358	3%
Contingency	20,000		20,000	0%
Total Administrative Expense	589,585	140,026	449,559	24%
Less: Program Related Admin	(310,584)	(71,579)	(239,005)	23%
Net Administrative Expense	279,001	68,447	210,554	24.5

First 5 Children and Families Commission of San Luis Obispo County

Operating Statement

FY 19-20

September 30, 2019

EXPENSES		Jul - Sept	Oct - Dec	Jan - Mar	Apr-Jun	YTD
<u>Administration</u>		140,026				140,026
Less: Program Related Admin		(71,579)				(71,579)
Net Administrative Expense		68,447	-	-	-	68,447
<u>Program & Evaluation</u>						
Perinatal Readiness						-
Child Health and Development		7,092				7,092
Early Learning		2,609				2,609
Family Strengthening		20,486				20,486
IMPACT Program Contracts		17,441				17,441
Advocacy Projects (CBOR, P5CAN, etc)		1,670				1,670
Talk Read Sing Campaign		8,992				8,992
Event Sponsorships		1,000				1,000
Kits for New Parents		1,640				1,640
Evaluation (Core)		4,208				4,208
Plus: Program Related Admin		71,579				71,579
Total Program & Evaluation Expense		136,717	-	-	-	136,717
Total Operating Expense		205,164	-	-	-	205,164
REVENUE (Trust Fund: 3300000000)						
Prop 10 Tobacco Tax		347,673				347,673
IMPACT		262,246				262,246
SMIF (Prop 10 interest)		4,358				4,358
HUB Payments		22,835				22,835
Interest (Local)						-
MAA		9,149				9,149
Other Revenue		258				258
Total Revenue		646,518	-	-	-	646,518
Net Revenue (Expenses)		441,354	-	-	-	441,354

First 5 Children and Families Commission of San Luis Obispo County			
Balance Sheet (TRUST FUND 3300000000)			
September 30, 2019			
ASSETS			
Cash in County treasury			\$ 8,682,476
Receivables - Accrued Income			\$ 633,219
Rent Deposit & Prepaid Rent			\$ 7,277
Bank Deposit			\$ 10,000
	Total Assets		<u>\$ 9,332,972</u>
LIABILITIES			
Accounts/Salaries payable			\$ 40,231
Trust Deposits			\$ 106,846
	Total Liabilities		<u>\$ 147,077</u>
FUND BALANCE			
Fund Balance:			\$ 8,744,539
	Reserved for Encumbrances		\$ 2,146,036
	Total Reserved		\$ 2,146,036
	Fund Balance Available		\$ 7,039,860
	Total Fund Balance		<u>\$ 9,185,896</u>
	Total Liabilities and Fund Balance		<u>\$ 9,332,973</u>

To: First 5 Commission

From: Wendy Wendt, Executive Director

Date: October 23, 2019

Re: Agenda Item 4c: Update to Staff Personnel Handbook: Holiday Leave Policy

Recommendation

Staff recommends the Commission approve an update to Holiday Leave Policy to more closely align with County policy.

Background:

First 5 San Luis Obispo County's Personnel Handbook identifies 12 holidays in the calendar year. Current policy (Handbook p. 16) reads as follows:

For each calendar year, the Commission observes the following paid holidays:

- New Years Day – January 1
- Martin Luther King Day – third Monday in January
- President's Day – third Monday in February
- Memorial Day – last Monday in May
- Independence Day – July 4th
- Labor Day – first Monday in September
- Veteran's Day – November 11
- Thanksgiving Day – fourth Thursday in November
- Day after Thanksgiving
- Christmas Eve – December 24th
- Christmas Day – December 25th
- Floating Holiday (flexible, with prior request and approval of supervisor)

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the Commission may grant another day off in lieu of closing. Holiday observance will be announced in advance.

To be eligible for holiday pay you must be regularly scheduled to work on the day on which the holiday is observed. Additionally, unless you have a prior approved absence, to be entitled to holiday pay you must work your regularly scheduled work day 1) immediately preceding the holiday; and 2) immediately following the holiday.

Proposed Update to First 5 SLO County Personnel Handbook/Policy re: Sick Leave

In consultation with First 5 Legal Counsel and County of San Luis Obispo Human Resources Director, the following update is recommended as a means to 1) align more closely with County policy, 2) ensure equity across all part-time hourly staff positions regardless of weekly schedule, and 3) clarify the definition of a "floating holiday" in accordance with California law.

For each calendar year, the Commission observes the following 12 paid holidays (totaling 96 hours for full time employees):

*New Years Day – January 1
Martin Luther King Day – third Monday in January
President’s Day – third Monday in February
Memorial Day – last Monday in May
Independence Day – July 4th
Labor Day – first Monday in September
Veteran’s Day – November 11
Thanksgiving Day – fourth Thursday in November
Day after Thanksgiving
Christmas Eve – December 24th
Christmas Day – December 25th
Floating Holiday (see below for more details)*

Full-time employees and part-time employees are eligible for holiday day. Full-time employees not working on a holiday shall receive eight (8) hours of holiday pay for each holiday listed above.

Part-time employees are eligible for paid holidays on a pro-rata basis as hours worked relates to forty (40) hours. For example, an employee working twenty (20) hours a week shall receive four (4) hours of holiday pay on each holiday listed above. Alternatively, a part-time employee may choose to receive hours of holiday pay that correspond with scheduled work hours on that specific holiday, but the part-time employee shall stop receiving holiday pay on holidays when they have utilized their total amount of eligible holiday hours for the year.

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the Commission may grant another day off in lieu of closing. Holiday observance will be announced in advance.

Additionally, unless you have a prior approved absence, to be entitled to holiday pay you must work your regularly scheduled workday 1) immediately preceding the holiday; and 2) immediately following the holiday. Employees on a leave of absence without pay for both the regularly scheduled working day before a holiday and the regularly scheduled working day after a holiday shall not be paid for that holiday.

Employees terminating employment for reasons other than retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday. Employees terminating employment for reasons other than retirement may not use vacation leave, sick leave or comp time on the day after a holiday if the last working day is before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.

If a holiday is observed during an employee's vacation period, the employee will not be charged vacation leave for that workday. If an employee is on paid sick leave and holiday is observed, the employee is paid for such holiday, and it shall not count against his/her accumulated sick leave.

The floating holiday may be used only for religious or cultural holidays, employee birthdays, or other state or federal holidays during which First 5 remains open.

To: First 5 Commission of San Luis Obispo County

From: First 5 Staff

Date: October 23, 2019

Re: FY 2018-19 First 5 California Annual Report

Recommended Action:

Staff recommends the Commission approve the FY 2018-19 Annual Report to First 5 California.

2018-19 First 5 California Annual Report:

Background Information:

The Children and Families Act requires the approval and submission of an annual report from all county commissions to First 5 California. Annually, county commissions must review the report in a public hearing in order to give the community an opportunity for input and feedback about its contents.

The report will be submitted to First 5 California following Commission approval by the October 31, 2019 deadline. Sections of the report include:

- 1) County Revenue and Expenditure Summary (AR-1): This section reports how funding was allocated to the four result areas: 1. Improved Family Functioning, 2. Improved Child Development, 3. Improved Health, 4. Improved Systems of Care, and matches the audit as required.
- 2) County Demographic Worksheet (AR-2): The purpose of the County Demographic Worksheet (AR-2) is to capture service, outcome and demographic data about the populations that county commission programs serve.
- 3) County Evaluation Summary and County Highlights (AR-3): This section provides a standardized format for county commissions to submit information about their evaluation activities and their final Local Evaluation Reports. "County Highlights" is submitted annually as an addendum to the Annual Report, and is included in First 5 California's Annual Report document.

Attached for review:

- 1) AR-1 Report
- 2) AR-2 Report
- 3) AR-3 Report



Annual Report AR-1
San Luis Obispo Revenue and Expenditure Summary
July 1, 2018 - June 30, 2019

Revenue Detail

Category	Amount
Tobacco Tax Funds	\$1,596,654
First 5 Impact Funds	\$517,696
Small Population County Augmentation Funds	\$0
DLL Pilot Funds	\$0
Other First 5 California Funds	\$0
Other First 5 California Funds Description	
Other Public Funds	\$75,640
Other Public Funds Description \$68,390 in MAA Reimbursement; \$7,250 contribution from County Public Health toward Help Me Grow Planning	
Donations	\$0
Revenue From Interest Earned	\$168,053
Grants	\$0
Grants Description	
Other Funds	\$5,261
Other Funds Partner agency contributions to Pediatric Town Hall, Month of the Child Promotion, etc.	
Total Revenue	\$2,363,304

Improved Family Functioning

Service	Grantee	Program(s)	Children	Caregivers	Providers	Amount
General Family Support	CBO/Non-Profit	<ul style="list-style-type: none"> FRCs Core Support 	98	98	0	\$87,999
General Family Support	CBO/Non-Profit	<ul style="list-style-type: none"> Not Applicable 	75	47	0	\$74,263
General Family Support	CBO/Non-Profit	<ul style="list-style-type: none"> Not Applicable 	0	212	0	\$6,767
General Family Support	County Office of Education/School District	<ul style="list-style-type: none"> FRCs Core Support 	981	660	0	\$88,000
General Family Support	CBO/Non-Profit	<ul style="list-style-type: none"> FRCs Core Support 	1606	1606	0	\$41,461
Intensive Family Support	Other Private/For Profit	<ul style="list-style-type: none"> Not Applicable 	16	16	0	\$5,766
Total						\$304,256

Improved Child Development

Service	Grantee	Program(s)	Children	Caregivers	Providers	Amount
Quality Early Learning Supports	County Office of Education/School District	<ul style="list-style-type: none"> Not Applicable 	0	0	98	\$35,363
Quality Early Learning Supports	CBO/Non-Profit	<ul style="list-style-type: none"> Quality Counts California 	0	0	100	\$340,199
Quality Early Learning Supports	County Office of Education/School District	<ul style="list-style-type: none"> Quality Counts California 	0	0	68	\$126,613
Early Learning Programs	County Office of Education/School District	<ul style="list-style-type: none"> Preschool/Childcare 	37	58	0	\$169,833
Early Learning Programs	County Office of Education/School District	<ul style="list-style-type: none"> Playgroups Summer Programs 	1142	889	0	\$195,058
Total						\$867,066

Improved Child Health

Service	Grantee	Program(s)	Children	Caregivers	Providers	Amount
General Health Education and Promotion	County Health & Human Services	<ul style="list-style-type: none"> Nutrition/Breastfeeding 	413	413	0	\$179,370
General Health Education and Promotion	County Health & Human Services	<ul style="list-style-type: none"> Smoking or Tobacco Cessation 	0	93	0	\$49,603
General Health Education and Promotion	Other Private/For Profit	<ul style="list-style-type: none"> Not Applicable 	4288	0	0	\$16,869
Oral Health Education and Treatment	CBO/Non-Profit	<ul style="list-style-type: none"> Not Applicable 	334	0	0	\$19,773
Early Intervention	Other Private/For Profit	<ul style="list-style-type: none"> Mild-to-Moderate Supports 	75	119	0	\$44,752
					Total	\$310,367

Improved Systems Of Care

Service	Grantee	Program(s)	Amount
Policy and Public Advocacy	First 5 County Commission	<ul style="list-style-type: none"> • Early Learning 	\$4,021
Policy and Public Advocacy	First 5 County Commission	<ul style="list-style-type: none"> • Not Applicable 	\$11,750
Policy and Public Advocacy	First 5 County Commission	<ul style="list-style-type: none"> • Not Applicable 	\$15,485
Programs and Systems Improvement Efforts	County Health & Human Services	<ul style="list-style-type: none"> • Health Systems 	\$40,000
Programs and Systems Improvement Efforts	Research/Consulting Firm	<ul style="list-style-type: none"> • Health Systems 	\$32,749
Programs and Systems Improvement Efforts	First 5 County Commission	<ul style="list-style-type: none"> • Talk. Read. Sing 	\$2,176
Programs and Systems Improvement Efforts	First 5 County Commission	<ul style="list-style-type: none"> • Not Applicable 	\$8,800
Programs and Systems Improvement Efforts	First 5 County Commission	<ul style="list-style-type: none"> • Not Applicable 	\$1,100
Programs and Systems Improvement Efforts	First 5 County Commission	<ul style="list-style-type: none"> • Not Applicable 	\$261,892
Programs and Systems Improvement Efforts	First 5 County Commission	<ul style="list-style-type: none"> • Early Identification and Intervention 	\$4,531
Total			\$382,504

Expenditure Details

Category	Amount
Program Expenditures	\$1,864,193
Administrative Expenditures	\$231,280
Evaluation Expenditures	\$39,188
Total Expenditures	\$2,134,661
Excess (Deficiency) Of Revenues Over (Under) Expenses	\$228,643

Other Financing Details

Category	Amount
Sale(s) of Capital Assets	\$0
Other	\$0
Total Other Financing Sources	\$0

Net Change in Fund Balance

Category	Amount
Fund Balance - Beginning	\$8,621,801
Fund Balance - Ending	\$8,850,444
Net Change In Fund Balance	\$228,643

Fiscal Year Fund Balance

Category	Amount
Nonspendable	\$17,277
Restricted	\$54,749
Committed	\$2,970,105
Assigned	\$5,808,313
Unassigned	\$0
Total Fund Balance	\$8,850,444

Expenditure Note

No data entered for this section as of 10/18/2019 10:23:15 AM.

Small Population County Funding Augmentation

Category	Amount	Comment
Administration	\$0	
Evidence Based Programs	\$0	
Evidence Informed Programs	\$0	
Funded Programs	\$0	
Professional Development, Training and Technical Assistance	\$0	
Evaluation	\$0	
Other (Please Explain)	\$0	
Total	\$0	
If unspent funds occurred during the FY, please list amount and provide explanation.	\$0	



Annual Report AR-2
San Luis Obispo Demographic Worksheet
July 1, 2018 - June 30, 2019

Population Served

Category	Number
Children – Ages Unknown (birth to 6th Birthday)	89
Children from 3rd to 6th Birthday	6,619
Children Less than 3 Years Old	2,835
Primary Caregivers	7,133
Providers	387
Total Population Served	17,063

Primary Languages Spoken in the Home

Category	Number of Children	Number of Adults
Other - Specify with text box Tagalog	2	2
Vietnamese	1	1
Spanish	3,722	3,025
English	5,650	3,980
Unknown	168	125
Totals	9,543	7,133

Race/Ethnicity of Population Served

Category	Number of Children	Number of Adults
Alaska Native/American Indian	7	3
Asian	618	12
Black/African-American	50	18
Native Hawaiian or Other Pacific Islander	6	7
Two or more races	171	89
Unknown	675	248
Hispanic/Latino	4,391	2,273
White	3,625	4,483
Totals	9,543	7,133

Duplication Assessment

Category	Data
Degree of Duplication	35%
Confidence in Data	Somewhat confident
Additional Details (Optional)	



Annual Report AR-3

San Luis Obispo County Evaluation Summary and Highlights

July 1, 2018 - June 30, 2019

County Evaluation Summary

Evaluation Activities Completed, Findings, and Policy Impact

Funded programs report contacts to First 5 staff on a quarterly basis. Originally organized and stored using PEDS, now collected and maintained through an onsite database. A quarterly "milestones" is also required by partners that contains outcome evaluation data and narrative. Since 2001 First 5 SLO County has performed annual reviews of each funded program's measurable objectives and current data collection activities. The goals of the reviews are to: 1) assess program implementation per the funded scope of work and approved budget, 2) assess the efficiency and effectiveness of evaluation activities, 3) consider revision to the program and evaluation activities based on learned and promising practices realized since the prior evaluation assessment. While they are not organized as such in the annual evaluation report, our program evaluation directly or indirectly focuses on the result areas of Family Functioning, Improved Child Development, Improved Child Health, and Improved Systems of Care. The FY 2018-19 Outcome Evaluation report is not complete as of this data, but here is link to the FY 2017-18 Outcome Evaluation Report <https://storage.googleapis.com/first5slo-org/uploads/Outcome%20Eval%20Report%202018%20-%20Final%20Version2.pdf> The Outcome Evaluation report is organized into four priority areas: 1. Perinatal Readiness Priority Area 2. Child Health & Development Priority Area 3. Early Learning Priority Area 4. Family Strengthening Priority Area In 2018-19 Child and family outcomes vary by the activities performed by the funded programs. In the majority of cases, programs have specific child and family outcomes that measure the impact of funded activities. For example, activities in the BABES breastfeeding support program are intended to result in at least 50% of WIC infants being breastfed at 6 months of age; the vision screening program refers 100% of children identified with a visual delay or disorder with the goal of follow-up activities resulting in at least 80% of referred children actually receiving treatment; and BEST PALS (Pediatric Physical Therapy and Services, Inc.) provides in-home intervention to parents with children identified with mild-moderate developmental delay with the goal of at least 75% of children demonstrating a lessening of delay in relevant domains according to the DAYC (Developmental Assessment of Young Children). A small number of programs rely on parent surveys before and after service delivery to determine impact. All programs have progress objectives that measure the degree to which clients are using the program. For example, the BABES Breast Feeding education and support program brought lactation consultation to over 413 women and an equal number of babies engaged in supported and sustained breast feeding; the Vision Screening program screened 4288 children in FY 18-19; 1490 kits for new parents were distributed; 1000 children attended school readiness activities including weekly early literacy groups; 93 parents and other family members of children 0-5 participated in smoking cessation classes; 1606 parents received support through Parents Helping Parents for families with children with special needs; 774 children received oral health screenings through the public health oral health program; additionally, the children's dental health program delivered preventive oral care to 3347 children; and 75 children and 119 parents participated in therapy and support for children with developmental concerns through the BESTPALS program. Evaluation results from FY 17-19 and midyear outcomes from FY 18-19 are being used to inform and frame our discussions around what programs should continue in the new plan. Additionally, the data is being used to discuss how best to modify continuing programs support to focus on specifically the elements of the programs having the most or most desired impact.

County Highlights

County Highlight

Our early-literacy arm extended its reach even further, with more than 30 Raising A Reader sites serving upwards of 500 children across the county. Community collaboration brought the family-engagement program to vulnerable populations at ECHO (El Camino Homeless Organization) and 40 Prado, two local centers that provide shelter and support services for individuals in crisis, many of whom are young parents and children. Raising A Reader is also brightening days and boosting minds at the Sierra Vista Hospital Pediatric Unit, where young patients and their parents receive book bags for precious story and bonding time together! As San Luis Obispo County prepared for the launch of the Help Me Grow system, we engaged local pediatricians in conversations on Developmental Screenings. First 5 SLO hosted the "Pediatric Town Hall: Strengthening Our Developmental Screening & Referral Practices" in November 2018. It offered Continuing Medical Education (CMEs), which contributed to the amazing turnout of 23 local physicians from across the county. The event featured a number of speakers, including Dr. Edward Curry, AAP-Chapter 2 Immediate Past President, as well as a provider panel and resource fair. In early 2019, a group of local stakeholders began laying the groundwork for a town hall focused on addressing childcare challenges in San Luis Obispo County. May 2019's "Where's the Care?" convening received tremendous community support, with over 140 attendees. The event hosted speakers from all over the state, including Camille Maben (First 5 CA Executive Director), Rene Mendez (City of Gonzales City Manager), and Sheryl Shushman (Patagonia Director of Global Family Services), representing the private sector and government side of addressing childcare needs. There was equal time to explore the challenges and begin problem solving through breakout sessions and brain storming. The event created public awareness, government attention and business engagement that still continues.

To: First 5 Commission of San Luis Obispo County

From: First 5 Staff

Date: October 23, 2019

Re: Item 6: Help Me Grow Centralized Access Point: Request to approve contract with Community Action Partnership of SLO County to launch and operate a Help Me Grow Centralized Access Point.

Recommended Action

It is recommended that the Commission approve the contract with Community Action Partnership of San Luis Obispo County (CAPSLO) to operate a Help Me Grow (HMG) Centralized Access Point.

Background

As a component of HMG, a Centralized Access Point (CAP) provides parents/guardians and child-serving professionals, including early care providers and pediatrician office staff, with a way to connect to skilled, trained staff who are knowledgeable in child development and related community resources. CAP staff are equipped to answer child development-related questions; assist parents in completing developmental screenings; make appropriate community referrals based on screening results; and provide follow-up care coordination. A Centralized Access Point may connect with clients face to face, by phone, text, video chat, a website, and other communication mediums as appropriate. Whenever possible, Centralized Access Point staff provide warm handoffs to referral agencies. Care coordination is also provided, whereby Centralized Access Point staff follow up with callers to increase rates of referral utilization and to answer new questions that may arise.

At the end of June 2019, First 5 San Luis Obispo County released a Request for Concept Proposals (RFCP) for a Help Me Grow Centralized Access Point. The RFCP was distributed widely through email, social media, word of mouth and posted on the First 5 SLO County web site. A total of three proposals were submitted by the deadline. The proposals went through a thorough review and vetting process by a panel consisting of representatives from: First 5 Staff, Parents Helping Parents, Health Access Trainer, Help Me Grow Ventura County, and First 5 Yolo County. After review, two applicants were invited to continue the process and submit a more detailed proposal, scope of work, budget and response to panel questions/concerns. Only one applicant, Community Action Partnership of San Luis Obispo County submitted a final proposal. After thorough review and discussion, the panel recommended the CAPSLO proposal for funding.

At the September 25, 2019 Commission meeting, commissioners accepted a staff recommendation to select CAPSLO as the CAP operator and directed staff to return with a contract at the October meeting.



Contract Components

Contractor: Community Action Partnership of San Luis Obispo County

Funding Period: November 1, 2019 – June 30, 2024

Contract Summary: CAPSLO will establish a new Help Me Grow (HMG) Family Resource Center to implement the Centralized Access Point (CAP). A full-time program coordinator will be hired to manage the program. A full-time child development specialist with a master’s degree in child development or a related field will provide information about screenings to parents and providers; referrals to services; conduct outreach within the community; and conduct care coordination with child care providers, clinics, physicians, and other child-serving professionals.

CAPSLO will maintain a toll-free “call center” (telephone system) with the capacity to text; a dedicated website with the capacity for email and Internet chat; and a dedicated fax. Additionally, they will maintain a database that will include: the number of calls and website hits per month; client enrollment, including ages of children, ethnicity, and language; incoming and outgoing referral entities; number of parents and caregivers linked to services; ASQ data and status; case management notes; and referral information with other agencies, including First 5 with de-identified data. Such data will help measure the desired impacts of the program.

Budget Summary:

TOTAL OPERATING & CASH BUDGET	Year 1	Year 2	Year 3	Year 4	Year 5	Total
TOTAL DIRECT CHARGES	135,802	203,704	212,963	222,222	231,481	1,006,172
INDIRECT COSTS (8.0%)	10,864	16,296	17,037	17,778	18,519	80,494
	146,666	220,000	230,000	240,000	250,000	1,086,666

FUNDING SOURCES	Year 1	Year 2	Year 3	Year 4	Year 5	Total
HELP ME GROW - FIRST 5	133,333	200,000	200,000	200,000	200,000	933,333
CASH MATCH - DONATIONS	13,333	20,000	30,000	40,000	50,000	153,333
	146,666	220,000	230,000	240,000	250,000	1,086,666

Start-up Expenses: Data, IT and Website: \$40,000. Note: Data, and IT start-up funding are contributed by County of San Luis Obispo- Department of Social Services, and Public Health Department.

Total Contract Amount: \$973,333 (First 5 \$933,333 plus \$40,000 start-up)



Outcomes and Indicators:

Program Outcomes:

1. Operate a centralized access point (CAP) connecting at least 100 families* with resources to address early developmental/ behavioral delays in their children, ages 0-5, who have been previously screened. *Year-one estimate is 100-200 families. Year-two estimate is 300-400. Subsequent annual objectives will be based on experience.
2. Provide developmental screenings, connections to services, and care coordination for at least 30 families* with resources to address early developmental/ behavioral delays in their children, ages 0-5, who have not been previously screened. *Year-one estimate is 30-50 families. Year-two estimate is 70-100. Subsequent annual objectives will be based on experience.

Outcome Data to be tracked will be in alignment with CA HMG Outcome Indicators including:

- Issues and Concerns by Category:
 - Developmental
 - Social and Economic
 - Social-Emotional/Behavioral
 - Physical Health
 - General Information about HMG
 - Other
- Number and Types of Referrals
- Number and Types of Screenings
- Outcomes by Category
 - Received sufficient support or education from CAP
 - Received referral(s); connected to at least one service
 - Received referral (s); service pending
 - Received referral(s); not connected to service
 - Family opted out of outcome unknown

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

This Contract, entered into on _____, by and between the Children and Families Commission of San Luis Obispo County, a political subdivision of the State of California, pursuant to Health and Safety Code section 130140.1 (“the Commission”), whose address is 3220 South Higuera Street Suite 232, San Luis Obispo, CA 93401 and the Community Action Partnership of San Luis Obispo County, Inc. (“the Contractor”), providing for a Help Me Grow Centralized Access Point.

WITNESSETH

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

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

WHEREAS, the Contractor coordinates and carries out activities related; and

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

WHEREAS, the Commission desires to provide funding for parent group and training services, 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, the Contractor:

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 Exhibits B-1 and B2 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.

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:

January 31, 2020, 21,22,23,24
April 30, 2020,21, 22,23,24
July 31, 2020, 21,22,23,24
October 31, 2020, 21,22,23,24

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

d. These reporting requirements are an integral part of the scope of services funded by this contract. Failure to perform shall be considered a material breach; may delay payment of compensation pursuant to Exhibit B.1.d.; and can be cause for Termination for Cause pursuant to Exhibit E.5.a.

2. Program Services

- a. The Contractor shall provide quality improvement services for early learning programs in San Luis Obispo County as specifically set out in Exhibit A-1 which is attached and incorporated herein by reference.
- b. The Contractor shall attend quarterly First 5 Partner meetings schedule the second Thursday of Aug, Nov, Feb, and May. 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.

SLO County Help Me Grow Centralized Access Point Scope of Work

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>1. Objective: Through June 30, 2020, operate a centralized access point (CAP) connecting at least 100 families* with resources to address early developmental/ behavioral delays in their children, ages 0-5, who have been previously screened.</p> <p>A. Activities</p> <p>1.1 Develop job description, recruit, and hire a Program Coordinator.</p> <p>1.2 Develop job description, recruit, and hire a Master’s-level Child Development Specialist (CDS).</p> <p>1.3 Develop and operate the CAP through: 1) a call center; 2) website; and 3) family-resource center (FRC)** on Southwood Drive in SLO (or other mutually agreed upon location), staffing with bilingual, trained program staff and in-kind CAPSLO employees Monday-Friday from 8:00-5:00.</p>	<p>1.1 Nov 19 to Jan 20</p> <p>1.2 Jan 20 to Feb 20</p> <p>1.3 Nov 19 to Jan 20 & Ongoing</p>	<ul style="list-style-type: none"> • Documentation of activities (e.g., recruitment ads, resumes, sign in sheets, agendas, invoices of purchased software and equipment, etc.) • ASQ protocols, contact notes, etc. • Database reports • 90-day Follow-up Results • Parent Satisfaction Surveys • Training materials • Screening, referral, care coordination protocols, and common forms • Community Referral Database • Outreach & education materials 	<p>FCSS Director & HR Department</p> <p>FCSS Director, Program Coordinator, & HR Department</p> <p>Program Staff (FCSS Director, Program Coor, CDS, & in-kind CAPSLO employees)</p>

* Year-one estimate is 100-200 families. Year-two estimate is 300-400. Subsequent annual objectives will be based on experience.

** See more on FRC in Objective 2.

EXHIBIT A-1

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>1.3.1 Return phone, text or email messages within 24 hours of receipt during weekdays and after weekends.</p> <p>1.3.2 Connect already-screened (Path 2) children and families to community resources as needed.</p> <p>1.3.3 Conduct review of referrals and 90-day follow-up following local Help Me Grow (HMG) protocols.</p> <p>1.3.4 Conduct case reviews for Path 2 families requiring early intervention, provide care coordination, and offer other screenings, such as the Patient Health Questionnaire and postpartum depression, as indicated.</p> <p>1.3.5 Coordinate with county partners to ensure CHC Clinic staff, ECE Providers, teachers and physicians have access to training on the ASQ-3 and ASQ:SE-2 tool, and other relevant topics such as play therapy, family strengthening, brain development and trauma informed care.</p> <p>1.3.6 Administer Parent Satisfaction Surveys.</p> <p>1.3.7 Coordinate and collaborate with F5, other SLOC HMG partners, and other community partners.</p>			

EXHIBIT A-1

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>1.3.8 In alignment with the HMG National Center’s three structural requirements work with F5 to develop and enact a continuous quality improvement (CQI) process.</p> <p>1.4 Develop materials, policies, and procedures for the CAP.</p> <p>1.4.1 Research other HMG county databases, desired data elements, phone systems, intake and consent forms, protocols, outreach, and other elements.</p> <p>1.4.2 Purchase and install selected software and equipment; design website using SLOC HMG branding and links to other sites. Consult F5 about branding before finalizing.</p> <p>1.4.3 Form a CAP Advisory Team to be comprised of key partners. Meet quarterly or more often, as necessary.</p> <p>1.4.4 Organize training for CAPSLO staff, F5, and partners.</p> <p>1.4.5 Develop common intake, referral, and release forms to be used by all partners. Refine screening and care coordination paths and protocols with CAPSLO in-kind and HSAC workgroup partners to include 3 x 3 ASQ screening protocols</p>	<p>1.4.1 Nov 19 to Mar 20</p> <p>1.4.2 Jan 20 to Mar 20</p> <p>1.4.3 Jan 20 to Mar 20</p> <p>1.4.4 Mar 20</p> <p>1.4.5 Mar 20 to May 20</p>		<p>Program Staff, IT Director, & Data Admin.</p> <p>Program Coord, IT Director, Data Admin, & Branding Committee</p> <p>Program Staff, CAPSLO in-kind staff, & HSAC workgroup</p> <p>Program Staff</p> <p>Program Staff, CAPSLO in-kind staff, & HSAC workgroup</p>

EXHIBIT A-1

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>consistent with the Developmental Screening Partnership Program.</p>			Program Staff
<p>1.4.6 Hold an open house for the community to promote the CAP.</p>	1.4.6 May 20		Program Staff
<p>1.4.7 Coordinate and collaborate with F5, other SLOC HMG partners, and other community partners.</p>	1.4.7 Ongoing		Program Staff
<p>1.5 Develop a SLOC Help Me Community Referral Database.</p>	1.5 Jan 20 to June 20		
<p>1.5.1 Research other HMG protocols for identifying, vetting, and maintaining resources (e.g., Orange County).</p>	& Ongoing		
<p>1.5.2 Identify SLO County providers with expertise in supporting families with children with developmental/ behavioral delays.</p>			
<p>1.5.3 Visit with potential providers to learn about their services.</p>			
<p>1.5.4 Maintain contact with providers (e.g., Connection Cafes, listserv, etc.) in order to promote their involvement and update the community referral database (see 1.6 Outreach and Education campaign).</p>			
<p>1.5.5 Coordinate with 211 SLO County on identified resources.</p>			

EXHIBIT A-1

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>1.5.6 Coordinate and collaborate with F5, other SLOC HMG partners, and other community partners.</p> <p>1.6 Develop and implement an outreach education campaign for medical providers and clinics, ECE providers, child-serving organizations, and parents.</p> <p>1.6.1 Consult with F5 before finalizing any and all outreach and education materials.</p> <p>1.6.2 Develop local SLOC HMG-branded outreach and promotional materials (e.g., flyers, brochures, stickers, etc.) adapting selected HMG model counties.</p> <p>1.6.3 Distribute flyers, brochures, and stickers in hospital lobbies and birthing areas, pediatric and OB/GYN offices; Community Health Centers and breast-feeding clinics, Public Health, WIC, DSS, Drug and Alcohol Services, places of worship, laundromats, child care programs, and libraries, countywide.</p> <p>1.6.4 Develop and distribute SLOC HMG-branded forms, protocols, and educational materials to be used for medical, child care, and child serving</p>	<p>1.6.1 Ongoing</p> <p>1.6.2 Jan 20 to Mar 20</p> <p>1.6.3 Mar 20 & Ongoing</p> <p>1.6.4 Dec 19 to Mar 20 & Ongoing</p>		<p>Program Coord, CDS, Branding Committee, & CAPSLO in-kind staff (All)</p>

EXHIBIT A-1

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>groups (e.g., SLOC HMG CAP letters, flyers, early identification guides, and developmental screening tool kits).</p> <p>1.6.5 Identify and distribute SLOC HMG-branded forms and educational materials for parents (e.g., letters in English and Spanish with ASQ results, follow-up information, and handouts to stimulate child development, nurture children during times of stress, and promote parent-child communication and social emotional competencies.</p> <p>1.6.6 Develop and conduct SLOC HMG-branded social and traditional media content that reaches parents of young children, (e.g., Facebook, Instagram, radio, TV, and newspapers/magazines such as Central Coast Family News & SLO Life).</p> <p>1.6.7 Research how Vroom and CDC Developmental Milestones can be promoted and integrated as part of countywide SLOC HMG systemization. Implement plan for parents.</p> <p>1.6.8 Attend health and resource fairs and community events countywide to</p>	<p>1.6.5 Dec 19 to Mar 20 & Ongoing</p> <p>1.6.6 Jan 20 to Mar 20 & Ongoing</p> <p>1.6.7 Jan 20 to Jun 20 & Ongoing</p> <p>1.6.8 Jan 20 & Ongoing</p>		

EXHIBIT A-1

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>promote SLOC HMG and distribute materials.</p> <p>1.6.9 Promote and provide education about the SLOC HMG universal system and Centralized Access Point at local meetings, including the Child Care Planning Council, Children’s Services Network, P5-CAN, ELFA; Public Health; Dept. of Social Services; Drug and Alcohol Services; pediatric groups, NICUs, Community Health Centers, Parents Helping Parents; Prenatal/Birth Classes, parent groups, local Chambers of Commerce, and others, as identified.</p> <p>1.6.10 Coordinate and collaborate with F5, other SLOC HMG partners, and other community partners.</p> <p>1.7 Coordinate with all other First 5 partners to link parents to resources, when appropriate.</p> <p>1.8 Incorporate, to the extent possible, <i>Talk. Read. Sing.</i> materials into the activities.</p>	<p>1.6.9 Jan 20 & Ongoing</p> <p>1.6.10 Jan 20 & Ongoing</p> <p>1.7 Ongoing</p> <p>1.8 Ongoing</p>		
<p>B. Evaluation Activities: <u>Data Collection</u> 1e CAP & Path 2 activities will be evaluated through: 1.1e Quantitative data to include: call data, including number of calls, response time, etc.; website analytics; number of</p>	<p>Quarterly Reports</p>	<ul style="list-style-type: none"> • Tracking Measures (listed above) • Milestones Report • Continuous Quality Improvement Report 	<p>Program Staff (All)</p>

EXHIBIT A-1

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>clients served by response type; and family demographics. In alignment with CA HMG Outcome Indicators: issues and concerns by category; number of families referred to services and types of services; and outcomes of referrals by service type.</p> <p>1.2e Qualitative data to include: results from the CQI process; parent satisfaction; partner satisfaction; and anecdotal accounts of successes, barriers, etc.</p> <p>1.3e Complete First 5 Client Data Collection Tool.</p> <p>1.4e Complete Milestones Report.</p>			
<p>2. Objective: Through June 30, 2020, provide developmental screenings, connections to services, and care coordination for at least 30 families* with resources to address early developmental/ behavioral delays in their children, ages 0-5, who have not been previously screened (Path 1) . *Year-one estimate is 30-50 families. Year-two estimate is 70-100. Subsequent annual objectives will be based on experience.</p> <p>A. Activities 2.1 Conduct ASQ and ASQ:SE screenings for those children without a previous screening</p>	<p>All Jan 20 & Ongoing</p>	<ul style="list-style-type: none"> • Documentation of activities (e.g., case notes, care coordination notes, etc.) • ASQ protocols, contact notes, etc. 	<p>Program Staff (All)</p>

EXHIBIT A-1

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>(Path 1) in-home, at the SLOC HMG FRC or other site, as necessary.</p> <p>2.2 Meet with families at SLOC HMG FRC and other sites, as necessary, when requested or indicated for parent meetings, interpreting results, parent-child observations, and age-appropriate child development activities.</p> <p>2.3 Provide support services, referrals, care coordination, and 30-day follow-up following local HMG protocols.</p> <p>2.4 Conduct case reviews for Path 1 families requiring early intervention; conduct in-home coaching sessions for parents and child care providers as needed; and offer other screenings, such as the Patient Health Questionnaire and postpartum depression, as indicated.</p> <p>2.5 Conduct Path 1 review of screenings, in-home or FRC support services, referrals, care coordination, and 90 day follow-up following local HMG protocols.</p>		<ul style="list-style-type: none"> • Database reports • 30 and 90-day Follow-up Results • Parent Satisfaction Surveys • Partner Survey Results 	
<p>B. Evaluation Activities: <u>Data Collection</u> 2e CAP & Path 1 activities will be evaluated through: 2.1e Quantitative data to include: number of clients served by phone & by in-person (including ages of children, ethnicity,</p>	<p>Quarterly Reports</p>	<ul style="list-style-type: none"> • Tracking Measures (listed above) • Milestones Report 	<p>Program Staff (All)</p>

EXHIBIT A-1

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>and language); issues and concerns by category; ASQ and other test results; number of families referred to services and types of services; and outcomes of referrals by service type.</p> <p>2.2e Qualitative data to include: results from the CQI process; parent satisfaction; partner satisfaction; and anecdotal accounts of successes, barriers, etc.</p> <p>2.3e Complete First 5 Client Data Collection Tool.</p> <p>2.4e Complete Milestones Report.</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 agreement shall not exceed \$973,333 (Nine hundred seventy-three thousand three hundred thirty-three dollars) pursuant to the project budget and budget narrative in Exhibits B-1 and B-2, which is incorporated herein by reference.
 - b. Contractor shall be reimbursed for all costs necessary and reasonable for performance of the obligations of the contract as established by the budget and budget narrative, Exhibit B-1 and B-2. Any costs incurred by the Contractor over and above the sums set out in the budget shall be at the sole risk and expense of the Contractor.
 - c. Contractor shall submit a request for payment of costs and actual expenses at least quarterly using a First 5 Program Invoice form, which Commission shall provide to Contractor, and must provide documentation verifying actual expenses incurred for which reimbursement is sought.
 - d. The compensation shall be paid within thirty (30) days after the receipt of the properly completed First 5 Program Invoice and all documentation verifying expenses from Contractor. First 5 reserves the right to withhold compensation for Contractor's failure to timely submit the quarterly program/services report for the quarter for which compensation is sought.

2. **Budget Adjustments.**
 - a. First 5 Executive Director (Director) must approve and execute amendments for budget adjustments to reallocate funds among budget categories contained in Exhibit B-1 and B-2. Requests for budget adjustments must be in writing with a showing of good cause that advances the overall purpose of the contract.
 - b. The Commission expressly grants to the Director the authority to approve said budget adjustments provided the change does not increase the maximum compensation of this contract or create any other obligation on the Commission under this contract.
 - c. Contractor must promptly give prior written notice to Director of proposed budget adjustments to reallocate funds among line items within budget categories contained in Exhibits B-1 and B-2.

Contract for Services Between First 5 San Luis Obispo County and Community Action Partnership of SLO County

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EXHIBIT B-1

BUDGET

OPERATING & CASH MATCH BUDGET

PERSONNEL SALARIES	Year 1 8 Months	Year 2 12 Months	Year 3 12 Months	Year 4 12 Months	Year 5 12 Months	Total 56 Months
Program Coordinator	46,966	71,858	73,289	76,394	77,923	346,430
Child Development Specialist (Bilingual/Biliterate)	37,426	57,262	58,406	60,872	62,087	276,053
TOTAL SALARIES	84,392	129,120	131,695	137,266	140,010	622,483

FRINGE BENEFITS	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Payroll Taxes: FICA and SUI	7,324	10,746	10,943	11,369	11,579	51,961
Health and Disability Insurance	14,563	23,137	24,508	25,970	27,509	115,687
Workers Compensation Insurance	466	717	735	770	789	3,477
Retirement	4,220	6,456	6,754	7,709	7,193	32,332
TOTAL FRINGE BENEFITS	26,573	41,056	42,940	45,818	47,070	203,457

TOTAL PERSONNEL COSTS	110,965	170,176	174,635	183,084	187,080	825,940
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OPERATIONAL COSTS	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Office Supplies	167	250	350	350	500	1,617
Program Supplies Materials/Outreach/Media	2,833	4,190	5,268	5,500	7,000	24,791
Website & Database Hosting	1,050	1,700	1,700	1,700	3,444	9,594
Out of County Travel - HMG National Conference	4,250	2,125	2,225	2,225	2,225	13,050
Local Mileage Reimbursement	2,333	3,500	4,000	4,000	4,320	18,153
Rent	7,000	12,348	12,842	13,356	13,890	59,436
Utilities	700	1,852	1,926	2,003	2,083	8,564
Janitorial	93	247	257	267	278	1,142
Repairs	467	1,235	1,284	1,335	1,388	5,709
Equipment Repair and Maintenance	100	100	100	100	100	500
Liability Insurance						
Property & Earthquake	900	900	950	950	950	4,650
Service Fees - Payroll	240	360	375	375	360	1,710
Postage	333	500	750	850	1,500	3,933
Printing	667	1,000	1,500	1,500	1,500	6,167
Telephone - Cell Service	1,933	2,221	2,251	2,281	1,813	10,499
Training - Local Training Sessions	770	500	2,000	1,796	2,500	7,566
Training - HMG National Conference	1,000	500	550	550	550	3,150
TOTAL OPERATIONAL	24,837	33,528	38,328	39,138	44,401	180,232

TOTAL DIRECT CHARGES	135,802	203,704	212,963	222,222	231,481	1,006,172
INDIRECT COSTS (8.0%)	10,864	16,296	17,037	17,778	18,519	80,494
TOTAL OPERATING & CASH BUDGET	146,666	220,000	230,000	240,000	250,000	1,086,666

FUNDING SOURCES	Year 1	Year 2	Year 3	Year 4	Year 5	Total
HELP ME GROW - FIRST 5	133,333	200,000	200,000	200,000	200,000	933,333
CASH MATCH - DONATIONS	13,333	20,000	30,000	40,000	50,000	153,333
TOTAL FUNDING SOURCES	146,666	220,000	230,000	240,000	250,000	1,086,666

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START-UP EXPENSES	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Software System	20,000					20,000
IT Supplies	9,690					9,690
Web Site Development	2,300					2,300
Office & FRC Space - Set-Up	5,047					5,047
SUB-TOTAL START-UP	37,037					37,037
TOTAL DIRECT CHARGES	37,037					37,037
INDIRECT COSTS (8.0%)	2,963					2,963
TOTAL START-UP BUDGET	40,000					40,000

FUNDING SOURCE	Year 1	Year 2	Year 3	Year 4	Year 5	Total
HELP ME GROW - FIRST 5	40,000					40,000
TOTAL FUNDING SOURCE	40,000					40,000

IN-KIND	Year 1	Year 2	Year 3	Year 4	Year 5	Total
CFS Division Director	304	456	684	913	1,141	3,498
FCSS Director	1,014	1,521	2,281	3,042	3,802	11,660
FCSS Data Administrator	760	1,141	1,711	2,281	2,852	8,745
Mental Health/Disabilities Coordinators (5)	4,613	6,920	10,380	13,840	17,300	53,053
Education Coordinators (5)	4,208	6,312	9,468	12,624	15,779	48,391
Parent Family, Community Engagment Coord. (3)	2,687	4,030	6,046	8,061	10,076	30,900
Child Care Planning Council Quality Trainers (9)	10,038	15,057	22,586	30,114	37,643	115,438
FCSS Parent Coach	1,014	1,521	2,281	3,042	3,802	11,660
FCSS Family Navigator	1,014	1,521	2,281	3,042	3,802	11,660
FCSS Martha's Place Advocate	1,015	1,521	2,282	3,041	3,803	11,662
TOTAL	26,667	40,000	60,000	80,000	100,000	306,667

EXHIBIT B-1

Budget Narrative

I. PERSONNEL

HMG Program Coordinator – 1 FTE (Base Hourly Rate \$34.50)

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

This position will provide program development, coordination, data collection as well as supervision of the HMG Child Development Specialist.

HMG Child Development Specialist – 1 FTE (Base Hourly Rate \$27.50)

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

This position will provide direct services to the community, respond to call center inquiries, conduct child assessments, and offer resource / referral services.

Salaries are based on the current wage scales and on the agency's most current salary comparability data. Language differentials are included for qualified staff. The child development specialist will have a Master's degree. Staff that work in the Help Me Grow Centralized Access Point will charge only actual hours worked on this grant to this budget. All salaries have a 2% annual estimate for cost of living adjustments.

FRINGE BENEFITS

Fringe Benefits include employee life, health, dental and disability insurance, social security taxes, unemployment insurance, retirement plan, and worker's compensation insurance. All health insurance costs have an estimated 6% annual increase.

2019/2020 Benefit Breakdown

FICA	7.65% of payroll
SUI	6.2% of first \$7,000 of employee's payroll

Workers Comp	Rate
8810 Clerical	0.0041
8742 Outside Sales	0.0055
9059 Daycare Centers	0.0342

Health Insurance	Monthly	Annual
PPO/HMO	806.25	9,675.00
Dental	54.20	650.40
Vision	6.92	83.04
Life	7.00	84.00

LTD 35 cents for every \$100 of payroll for employees who work 9 months or more

II. OPERATING EXPENSES

Office Supplies are the general stationary items used by the staff in the Centralized Access Point the daily operation of the program.

Program Supplies/Outreach/Media funds budgeted will cover estimated costs of supplies, furnishings, and client outreach. Monthly costs for computers and computer related equipment, such as printers, servers, wiring, internet service and e-mail archiving.

Website and Database Hosting includes monthly costs for website and database hosting to maintain these key features of the Centralized Access Point.

Out of County – HMG National Conference is budgeted in this category is for travel occurring out of our service area and will be used to allow staff to participate in HMG National Conference. Costs for each trip include transportation, lodging, and per diem for each member of the group attending.

Local Mileage will be used to reimburse staff for using personal vehicles for program business.

Rent includes the Centralized Access Point office and Family Resource Center. The central office rent in San Luis Obispo is allocated based on square footage occupancy.

Utilities include gas, water, trash, and electricity.

Janitorial Supplies will be used to purchase paper towels, toilet paper, mops and cleaning supplies which will be used at the Centralized Access Point office and Family Resource Center.

Facility Repairs and Maintenance includes upkeep needed for the office to meet all the necessary Health and Safety standards. Examples of costs include pest management, landscaping, minor site repairs, playground work, extinguishers, etc.

Equipment Repair and Maintenance costs will be used for copy machines, computers, and kitchen equipment. This category will also cover the costs of the various maintenance agreements on equipment.

Insurance costs will be used to provide auto, general liability and property insurance coverage, child accident policy insurance, and fidelity bond coverage for the office.

Service Fees – Payroll includes fees for processing payroll.

Postage costs include those incurred by the main office for necessary mailings, including mailing

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reports, paying vendors, and sending out newsletters and notices to parents.

Printing funds provide for the printing needs of the program, including forms, notices, and newsletters for parents and staff.

Telephone & Communications costs will include installation and monthly service charges at the office plus any long distance charges.

Training involves any registration costs needed to attend.

III. INDIRECT COSTS

The Department of Health and Human Services is our cognizant agency. On 2/15/19, the Division of Cost Allocation approved a provisional indirect rate of 8% for the time period April 1, 2018 through March 31, 2021.

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, 2024.

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.

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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:

Melinda Sokolowski
CAPSLO
1030 Southwood Dr,
San Luis Obispo, CA 93401

To the Commission at:

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

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

13. **Signatory authority.** Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.
14. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless the Commission, its officers and employees from any and all claims and demands, damages, costs, expenses, judgments, attorney fees or liability that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder.

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

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

- a. Violation of statute, ordinance, or regulation.
- b. Professional malpractice.
- c. Willful, intentional or other wrongful acts, or failures to act.
- d. Negligence or recklessness.
- e. Furnishing of defective or dangerous products.
- f. Premises liability.
- g. Strict liability.
- h. Inverse condemnation.
- i. Violation of civil rights.
- j. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

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

15. **Insurance.** Contractor shall procure the following required insurance coverage at its sole cost and expense and maintain in full force and effect for the period covered by this Contract. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+VIII, and (2) are admitted insurance companies in the State of California.

a. **Comprehensive General Liability** Contractor shall maintain in full force and effect, for the period covered by this Contract, Comprehensive General Liability insurance with the following coverage.

(i) Personal Injury and Bodily Injury, including death resulting therefrom.

(ii) Property Damage.

(iii) Automobile coverage which shall include owned and non-owned vehicles. The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of One Million (\$1,000,000.00) dollars.

The following coverage must be provided:

(1) If the insurance policy covers an "accident" basis, it must be changed to "occurrence".

(2) The policy must cover personal injury as well as bodily injury.

(3) The policy must contain a severability of interest clause or endorsement.

(4) The Children and Families Commission, its officers, employees and agents shall be named as additional insured under the Comprehensive General Liability portion of the insurance policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the Commission, whether commercial or self-insurance will be called upon to contribute to a loss hereunder.

(5) Self-insurance can be substituted for a commercial policy, the same provisions shall apply.

b. **Worker's Compensation Insurance** In accordance with the provisions of Labor Code Section 3700, Contractor, if Contractor has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance, Contractor agrees to comply with such provisions before commencing the performance of the work of this Contract.

c. The following requirements apply to all insurance to be provided by Contractor:

(i) A certificate of insurance shall be furnished to the Commission prior to commencement of work. Upon request by the Commission, Contractor shall provide a certified copy of any insurance policy to the Commission within ten (10) working days.

(ii) The provider of insurance policies shall affirm in writing that the policies cannot be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the Commission.

(iii) Approval of the insurance by Commission shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of

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

16. **Force Majeure.** Neither the Commission nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
17. **Fiscal Records.** Contractor shall maintain accurate fiscal records pertaining to services performed under this Contract. Such fiscal records shall be open for inspection to Commission auditors at any reasonable time and will reflect cost accounting that conforms to generally accepted accounting procedures which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs. Contractor shall maintain such records and accounts for a minimum of five years, or in the case of an audit, until audit findings are resolved, whichever is later.
18. **Commission Audits/Scope.** Commission may audit Contractor's fiscal records relating to services performed under this Contract, at Contractor's expense, at any time with fourteen (14) day advance written notice. Commission audits shall be conducted in accordance with generally accepted audit standards and limited to matters connected with the performance of the Contract, which includes without limitation, verification that services billed by the Contractor were actually provided. Contractor shall provide Commission with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Contract. Disallowed costs shall be repaid to the Commission.
19. **State Audit.** Pursuant to California Government Code section 8546.7, every Commission contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract. Contractor shall permit the State auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.
20. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et.seq. and 87100 et. seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the Commission relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et. seq. during the term of this Contract.

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

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

EXHIBIT E

SPECIAL CONDITIONS

1. **Availability of Funds.** This contract is valid only if sufficient funds are made available to the Commission from the State of California through funding pursuant to the Children and Families Act. Should the Commission's funding be insufficient to provide funding for this contract, the Commission may, in its sole discretion, reduce or eliminate funding for this contract. Where possible, the Commission shall make only prospective funding changes.
2. **Warranty of Contractor re Facilities.** Contractor shall obtain and maintain for the duration of this Contract, appropriate licenses, permits and certificates required by all local State and Federal mandates applicable to the facilities used for performance of this Contract.
3. **Termination for Cause.**
 - a. If the Commission determines that there has been a material breach of this Contract by Contractor which poses a threat to health and safety, the Commission may immediately terminate the Contract. In addition, if any of the following occur, Commission shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
 - i) Contractor fails to perform its duties obligations under this Contract; or
 - ii) Contractor fails to fulfill in a timely and professional manner its obligations under this Contract; or
 - iii) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the Commission; or
 - iv) Any requisite licenses or certifications required for the performance of this Contract and held by Contractor are terminated, suspended, reduced, or restricted; or
 - v) Contractor has not documented services, or has not sufficiently documented services to the satisfaction of the Commission. This includes without limitation, failure to meet industry standards or failure to satisfy any special requirements of documentation needed by third party payors or Federal or State funding agencies; or
 - vi) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or Commission's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.
 - b. All obligations to provide services shall automatically terminate on the effective date of termination.

- c. For all other material breaches of this Contract, Commission must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within 10 (ten) days from the date of the written notice, Commission may immediately terminate the Contract, upon written notice. Contractor shall thereafter have no further rights, powers, or privileges against Commission under or arising out of this Contract.
 - d. In the event a breach does not result in termination, but does result in costs being incurred by Commission, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by Commission in investigating and communicating with Contractor regarding said breach, including staff time.
4. **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.
5. **No Discrimination In Level Of Services.** As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.
6. **Accounting for Travel and Lodging.** In the event that the scope of services expressly contemplates payment for travel and lodging, these costs must be reasonable and in no event shall exceed levels allowed for First 5 San Luis Obispo County employees on official business, unless otherwise provided for in this contract.
7. **Gifts.** Gifts may not be charged to this Contract, whether to Contractor staff or anyone else.
8. **Billing Irregularities.** If Contractor bills Commission for any services or amount of services that were not actually provided, Contractor shall be responsible for reimbursing the Commission in full. More than five (5) instances of erroneous billing per calendar year shall be grounds for termination of the Contract for cause. Further, the Commission's right to reimbursement shall extend for a period of three (3) years after the services are rendered or any audit discovers the erroneous billing, whichever is later but not to exceed a period of seven (7) years from the termination date of this Contract or any amendment thereto. For any single error in excess of five hundred (\$500.00) dollars or any cumulative error in excess of one thousand (\$1,000.00) dollars per year the Commission will be entitled to the legal rate of interest on the over charged amount from the date of the billing.
9. **Recognition.** Contractor agrees to give appropriate recognition to First 5 as funder or partial funder of these services in printed, or electronic materials, media, and advertising as outlined in the First 5 SLO County: Recognizing Your Funder Guide, incorporated by reference herein.

To: First 5 Commission of San Luis Obispo County

From: First 5 Staff

Date: October 23, 2019

Re: Memoranda of Understanding – Collaborative Child Care Study

Recommended Action:

Staff recommends the Commission authorize the Executive Director to sign memoranda of understanding with San Luis Coastal Unified School District and City of San Luis Obispo to enter into a collaborative study on the issue of affordable childcare.

Background:

Over the past six months, First 5 San Luis Obispo County and local stakeholders have engaged in community discussions and action planning efforts related to the local child care challenge. These have included the Where's the Care Town Hall in May 2019; a Major City Goals development process by the City of San Luis Obispo in January 2019 that surfaced child care as a topic of interest; and increasing involvement by local chambers of commerce and their members in building knowledge and strategies related addressing the needs of working families.

In spring of 2019, First 5 San Luis Obispo County and Community Action Partnership were approached together by the City of San Luis Obispo with a request to assist in studying challenges and opportunities related to child care access for families living and/or working in the city. City staff expressed a recognition that affordable childcare is a regional issue, and as such they planned to reach out to other public sector partners, including the County, local school district and other municipalities for possible participation in the collaboration.

To date, three public sector partners have announced an intension to partner with First 5 and CAPSLO on this effort: City of San Luis Obispo, San Luis Coastal Unified School District, and the County of San Luis Obispo. Each partner has developed or is in the process of developing complementary and mutually referenced Memoranda of Understanding with First 5 and CAPSLO:

- San Luis Coastal MOU was approved by the School Board at its September 3, 2019 meeting (see attached).
- City of San Luis Obispo MOU is slated for approval at the October 22 City Council meeting (see attached).
- County of San Luis Obispo MOU draft is planned for finalization and Board of Supervisors approval in November 2019.

As is articulated in each MOU document, the goal of the collaborative study is to “establish options for the region to pursue in trying to achieve the vision that residents and workers in San



Luis Obispo County have access to quality affordable childcare.” First 5’s role will be to serve as project manager, receive funds from committed partners to fund the study, develop a general scope of work, administer a search process for a study consultant, oversee consultant activities and monitor deliverables, participate in a study advisory committee to be managed by Community Action Partnership/Local Child Care Planning Council, support actionable items that emerge from the study, and share results of the study with the broader community.

Fiscal Considerations:

Each of the public sector partners has expressed (or confirmed) a commitment of up to \$20,000 to fund the study. As of this report date, the total maximum funding among the three partners is \$60,000, to be managed by First 5 in securing a study consultant.



SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT



Memorandum of Understanding

San Luis Coastal Unified School District
and

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

This Memorandum of Understanding (MOU) entered into on September 3, 2019 by San Luis Coastal Unified School District (the District), First 5 San Luis Obispo County (First 5), and Community Action Partnership of San Luis Obispo County (CAPSLO) defines the terms of participation in a Child Care Capacity-Building Study (the Study). The goal of the Study is to establish a suite of viable options for the District to facilitate progress toward a vision that all employees and parents in the District have access to quality, affordable child care that fits the developmental needs of the child and the economic/professional/health needs of the family. This aligns with the District's priority of viewing all decisions through the lens of equity.

The spirit of this inter-organizational agreement is one of partnership, collaboration, and cooperation. It sets forth responsibilities for each party in the inter-organizational agreement.

Through the system of collaboration and partnership, each of the core roles that a partner will fulfill is identified:

1. The District agrees to the following:
 - Commit up to \$20,000 to fund the Study
 - Encourage additional investment/participation by other regional municipalities and the County of San Luis Obispo.
 - Contract with First 5 San Luis Obispo County as Project Manager (see related First 5 responsibilities below)
 - Assign a staff liaison to work directly with First 5, CAPSLO, and other Study participants (e.g. consultant, advisory committee) in selecting a consultant, defining consultant scope of service and deliverables, and providing guidance/support as needed
 - Present Study findings to senior District staff and the Board of Trustees for review
 - Pursue actionable recommendations from the Study as appropriate and fundable.

2. First 5 agrees to the following:

- Contract with the District to serve as Study Project Manager
- Receive up to \$20,000 from the District to fund the Study
- Administer a search process for a Study consultant
- Subcontract with the Study consultant; oversee consultant activities; monitor scope and deliverables
- Participate in a Study Advisory Committee, to be managed through the Local Child Care Planning Council at CAPSLO (see related CAPSLO responsibilities below).
- Support actionable items that emerge from the Study
- Share Study results with the broader community to help mobilize county- and state-wide change.

3. CAPSLO agrees to the following:

- Convene and Manage a Study Advisory Committee through the Local Child Care Planning Council, to include District and First 5 staff; staff of CAPSLO Child Care Resource Connection; and members of a We Are the Care Initiative stakeholder task force focused advocating for strategies to address local child care needs.
- Contribute child-care capacity data from the Child Care Resource Connection Portfolio; the Child Care Planning Council Needs Assessment; and other sources.
- Support actionable items that emerge from the Study
- Share Study results with the broader community to help mobilize county- and state-wide change.

The term of this MOU shall commence upon signature of this document by all three parties and will terminate upon the earlier of the following: completion of the tasks identified in paragraphs 1, 2, and 3 above or one-year after commencement. In addition, either party may terminate this MOU without cause before the term expires by giving thirty (30) days written notice.

This MOU may be modified, in writing, by mutual consent of the parties.

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, concerning the subject matter herein.

AGREED:



Signature: Dr. Eric Prater, Ed.D.
Superintendent
San Luis Coastal Unified School District

Date

Signature: Name
(title)
First 5 San Luis Obispo County

Date

Signature: Name
(title)
Community Action Partnership of San Luis Obispo County

Date



Council Agenda Report

Department Name: Parks & Recreation
Cost Center: 7001
For Agenda of: October 22, 2019
Placement: Consent
Estimated Time: N/A

FROM: Greg Avakian, Parks and Recreation Director
Prepared By: Meghan Burger, Recreation Supervisor

SUBJECT: APPROVE A MEMORANDUM OF UNDERSTANDING WITH FIRST 5 SAN LUIS OBISPO COUNTY FOR PARTICIPATION IN A MULTI AGENCY CHILD CARE CAPACITY-BUILDING STUDY

RECOMMENDATION

Approve the proposed Memorandum of Understanding (MOU) with First 5 San Luis Obispo County and authorize the City Manager to execute the MOU in a form subject to approval of the City Attorney's Office.

DISCUSSION

Background

The City provides essential year-round licensed childcare programs for school age children within City limits, serving over 1,000 children each year (school year and summer programming). Currently, there are 665 children enrolled in before and after school care at five City schools (a total of 1,020 care spots provided), with a waiting list for 195 care spots. Spots are at a premium due to licensing mandates, space limitations, and limited staffing resources.

At the January 23, 2019 Community Forum, under the Housing Major City Goal, including and/or requiring space for childcare facilities in all large housing developments was listed in the top three ideas suggested by the public. In addition, under "New Ideas" for Major City Goals, promoting quality affordable early childhood education as part of the City's economic development plan was listed in the top five new ideas for Council consideration.

At the June 4, 2019 Council Meeting, Council received an in-depth staff report and presentation on the adoption of the 2019-21 Financial Plan and 2019-20 Budget. At the meeting, Council requested an update to the Housing Major City Goal Work Program section to update item 12 to: *Coordinate a study to examine the impacts of access to quality and affordable childcare on a parents' ability to afford housing near employment centers and daily services.*

Staff's Cross Agency Regional Approach to Identifying Ways to Build Childcare Capacity

City staff has met with representatives from San Luis Coastal Unified School District, County of San Luis Obispo, First 5 San Luis Obispo County, and Community Action Partnership San Luis Obispo to discuss participation in a Child Care Capacity-Building Study ("Study"). The goal of the Study is to establish a suite of viable options for Study participants to facilitate progress toward the shared vision that all residents and workers in San Luis Obispo County have access to quality, affordable childcare. The City, San Luis Obispo County, and San Luis Coastal Unified School District have each committed \$20,000 to fund the study. Additional cities in San Luis Obispo County have expressed interest in contributing financial resources to the study. First 5 San Luis Obispo County will be responsible for the following: (1) manage the Study which includes advertising an RFP for consultant services, (2) oversee consultant activities and (3) monitor the consultant's scope and deliverables. The City agrees to provide a staff liaison to collaborate with First 5 San Luis Obispo County and the partners listed above. The City will also provide input regarding the RFP for consultant services and the consultant's scope and deliverables. Deliverables important to the City are:

1. Evaluating and analyzing childcare facilities (owned or acquired by MOU partners) within the City of San Luis Obispo.
2. Providing options for joint- childcare specifically for MOU partner employees.
3. Evaluate potential expansion opportunities and resources available for current City school aged childcare programs.

Staff is requesting Council approve the proposed draft MOU (Attachment A) with First 5 San Luis Obispo County and authorize the City Manager to execute the MOU in a form subject to approval of the City Attorney's Office. The School District has entered into the same MOU with First 5 and this approach collectively allows First 5 to proceed with the first partners and add other partners as momentum grows.

Policy Context

At Council's direction, and as part of the Housing Major City Goal Work Program, staff was directed to coordinate a study to examine the impacts of access to quality and affordable childcare as defined in the adopted 2019-2021 Financial Plan.

Public Engagement

As part of the City's two-year financial planning process to create its budget appropriations, extensive public outreach is conducted to assist the City Council in establishing Major City Goals for the upcoming Financial Plan. The MOU is in response to public feedback voiced at the Community Forum.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act does not apply to the recommended action in this report, because the action does not constitute a "project" under CEQA Guidelines Sec. 15378.

FISCAL IMPACT

Budgeted: Yes
Funding Identified: Yes

Budget Year: 2019-2020

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$20,000	\$20,000	\$0	\$0
State				
Federal				
Fees				
Other:				
Total				

ALTERNATIVES

1. The City Council could request amendments to the MOU. Should Council request amendments, they would be provided to First 5 San Luis Obispo County for consideration and brought back to Council at a future date.
2. Council could elect to not participate in the MOU. That action would be inconsistent with the direction received in the Major City Goals, and is not recommended.

Attachments:

a - Draft Memorandum of Understanding

Memorandum of Understanding between

The City of San Luis Obispo and First 5 San Luis Obispo County

This MEMORANDUM OF UNDERSTANDING (MOU) is effective _____, by and between First 5 San Luis Obispo County and the City of San Luis Obispo (City) and is subject to the restrictions and obligations set forth in this MOU. The terms and conditions of this agreement shall be applicable to First 5 San Luis Obispo County and the City.

WHEREAS the City provides essential year-round licensed childcare programs for school age children within City limits, serving over 1,000 children each year (school year and summer programming). And currently there are 665 children enrolled in before and after school care at five City schools (a total of 1020 care spots provided), with a waiting list for 195 care spots. Spots are at a premium due to licensing mandates, space limitations, and limited staffing resources.

WHEREAS On June 4, 2019 City Council approved a resolution approving the 2019-21 budget, including direction to partner with regional childcare providers and local agencies. In the Housing Major City Goal Work Program: the City of San Luis Obispo is committing a portion of the appropriated funding to coordinate a study to examine the impacts of access to quality and affordable childcare on a family's ability to afford housing near employment centers and daily services.

WHEREAS, This Memorandum of Understanding (MOU) entered into by The City of San Luis Obispo (the City) and First 5 San Luis Obispo County (First 5) defines the terms of participation in a Child Care Capacity-Building Study (the Study). And

WHEREAS, The County of San Luis Obispo (the County), San Luis Coastal Unified School District (the District), and Community Action Partnership of San Luis Obispo County (CAPSLO), are other agencies that have entered into MOUs with First 5 to also participate and fund the Study.

WHEREAS, This agreement establishes a regional focused solution based on partnership, collaboration, and cooperation in addressing regional childcare needs.

WHEREAS, the goal of the City, First 5 and the other agencies and cities is to establish options for the region to pursue in trying to achieve the vision that residents and workers in San Luis Obispo County have access to quality affordable child care.

NOW, THEREFORE, FIRST 5 AND THE CITY DO AGREE TO THE FOLLOWING TERMS:

1. The term of agreement shall end on June 30, 2021.
2. Compensation
 - 2.1. Upon agreement of the general scope of work to be approved by City Manager, commit up to \$20,000 to fund the Study.
3. The City agrees to the following:
 - 3.1. Contract with First 5 San Luis Obispo County as Project Manager (see related First 5 responsibilities below)
 - 3.2. Encourage additional investment/participation by other regional municipalities and the County of San Luis Obispo.

- 3.3. Assign a staff liaison to work directly with First 5 and other Study participants (e.g. consultant, advisory committee) in selecting a consultant, defining consultant scope of service and deliverables, and providing guidance/support as needed.
- 3.4. Present Study findings to San Luis Obispo City senior staff and City Council for review.

- 4. First 5 agrees to the following:
 - 4.1. Contract with the City to serve as Study Project Manager
 - 4.2. Receive up to \$20,000 from the City to fund the Study
 - 4.3. Develop a General Scope of Work, to be approved by City Manager.
 - 4.4. Administer a search process for a Study consultant
 - 4.5. Subcontract with the Study consultant; oversee consultant activities; monitor scope and deliverables
 - 4.6. Participate in a Study Advisory Committee, to be managed through the Local Child Care Planning Council at CAPSLOMOUs signed by Study partner agencies).
 - 4.7. Support actionable items that emerge from the Study
 - 4.8. Share Study results with the broader community to help mobilize county- and state-wide change.

The term of this MOU shall commence upon signature of this document by all three parties and will terminate upon the earlier of the following; completion of the tasks identified in paragraphs 1, 2, and 3 above or one-year after commencement. In addition, either party may terminate this MOU without cause before the term expires by giving thirty (30) days written notice.

This MOU may be modified, in writing, by mutual consent of the parties.

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, concerning the subject matter herein.

AGREED:

Signature: Name
(title)
City of San Luis Obispo

Date

Signature: Name
(title)
First 5 San Luis Obispo County

Date

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