

# **A G E N D A**

## **REGULAR MEETING FIRST 5 ORANGE COUNTY, CHILDREN & FAMILIES COMMISSION**

*Wednesday, April 5, 2023*

Orange County Transportation Authority Conference Center  
550 South Main Street  
Orange, California

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Chair

**DOUG CHAFFEE**  
Vice Chair

**CLAYTON CHAU, MD**  
Commissioner

**KATHERINE CHIU, MD, MBA**  
Commissioner

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Commissioner

**JACKIE FILBECK**  
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Commissioner

**SUSAN MCCLINTIC**  
Commissioner

**AN TRAN**  
Commissioner

President/CEO  
Kimberly Goll

Commission Counsel  
Cassie Trapesonian

Clerk of the Commission  
Jamie Ross, Deputy

The First 5 Orange County, Children & Families Commission welcomes you to this meeting. This agenda contains a brief general description of each item to be considered. The Commission encourages your participation. Except as otherwise provided by law, no action shall be taken on any item not appearing in the agenda.

Members of the public can either attend the meeting in-person or participate via Zoom by clicking the link or calling in as described below:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81143380844?pwd=STlqYWlvTUJkMi9WSEF2ejZcHjQZz09>

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Instructions for Public Comments: Members of the public may address the Commission regarding any item in person, via Zoom, or by submitting in written comments as outlined below. All speakers providing public comment in person or through Zoom will be recognized by the Chair at the time the agenda item is to be considered. If you wish to speak on a matter that does not appear on the agenda, you may do so during the Public Comments period at the close of the meeting. A speaker's comments shall be limited to three minutes.

# A G E N D A

1. In-Person Comment - Members of the public may attend the meeting in person and address the Commission regarding any item contained in the agenda. If you wish to speak on an agenda item, please complete a Speaker Form identifying the item(s) and deposit it in the Speaker Form Return box located next to the Clerk. Speaker Forms are available at the entrance of the Conference Center
2. Verbal Comment (Zoom) – Public Comment may also be made by member of the public participating via Zoom. When the item is called, use the “Raise Hand” feature in Zoom or dial \*9 if participating by phone. Please wait to be called upon by staff.
3. Written Comment - Public comments may be submitted in writing by emailing them to [First5OC@cfcoc.ocgov.com](mailto:First5OC@cfcoc.ocgov.com). The comments will be distributed to all of the Commissioners and read into the meeting record. If you wish to comment on a specific agenda item, please identify the item in your email. General public comments will be addressed during the general public comment item on the agenda. In order to ensure that staff has the ability to provide comments to the Commissioners in a timely manner, please submit your comments by 12:00 p.m. on April 4, 2023. Public comments will be made available to the public upon request.

Any member of the public requiring a reasonable accommodation to participate in this meeting should contact the Commission at least 48 hours prior to the meeting at [First5OC@cfcoc.ocgov.com](mailto:First5OC@cfcoc.ocgov.com) or (714) 834-2206.

*All supporting documentation is available for public review in the office of the Clerk of the Board of Supervisors located in the County Administration North, 400 W. Civic Center Dr., 6<sup>th</sup> Floor, Santa Ana, California 92701 during regular business hours, 8:00 a.m. - 5:00 p.m., Monday through Friday.*

**9:00 A.M.**

## **PLEDGE OF ALLEGIANCE**

### **PRESENTATIONS:** (Item 1)

1. Receive Presentation on Landscape Analysis for Speech and Language Services

### **CONSENT CALENDAR:** (Item 2 - 4)

*All matters are approved by one motion unless pulled by a Commission Member for discussion or separate action. At this time, any member of the public may ask the Commission to be heard on any item on the Consent Calendar.*

2. Receive Update on Healthy Smiles for Kids Transition Plan and Orange County Pediatric Service Sustainability
3. Approve Revised Standard Form Professional Services and Consultant Agreements
4. Adopt Revised Fiscal Year 2023-2024 Employer and Employee Retirement Contribution Rates as Established and Adopted by the Orange County Employees Retirement System

### **PUBLIC HEARING:** (Item 5)

5. Conduct Public Hearing and Receive the First 5 California 2021-2022 Annual Report

# A G E N D A

## **REGULAR ITEMS:** (Items 6 - 11)

*At this time, members of the public may ask the Commission to be heard on the following items as those items are called.*

6. Confirm the Annual Long-Term Financial Plan Update and Approve the Release of \$4 Million From the One-Time Systems Building Fund
7. Approve Updated Rosters for Qualified Applicants and Adopt Resolution Approving Various Consultant Agreements
8. Receive Report on Results of Prenatal-to-Three Request for Information and Adopt Resolution Authorizing Agreements for Implementation
9. Adopt Resolutions Authorizing Agreements with CIELO to Support New Family Child Care Providers and Muckenthaler & Associates for Technical Assistance
10. Assign Terms to Technical Advisory Committee Members
11. Approve First 5 Orange County's Equity Commitment

## **PRESIDENT/CEO REPORT:** (Item 12)

12. Receive the President/Chief Executive Officers Report
  - a. Strategic Plan Action Plans
  - b. OC Grantmakers
  - c. First 5 Advocacy Day
  - d. Financial Report Update

## **PUBLIC & COMMISSION COMMENTS & ADJOURNMENT:**

*At this time members of the public may address the Commission on any matter not on the agenda but within the jurisdiction of the Commission. The Commission or Chair may limit the length of time each individual may have to address the Commission.*

## **PUBLIC COMMENTS:**

## **COMMISSION COMMENTS:**

## **ADJOURNED:**

## **NEXT MEETINGS:**

June 7, 2023	Regular Meeting, 9:00 A.M.
August 2, 2023	Regular Meeting, 9:00 A.M.

**PRESENTATION**  
**Agenda Item 1**  
**April 5, 2023**

**DATE:** March 17, 2023

**TO:** First 5 Orange County

**FROM:** Kimberly Goll, President/CEO



**ACTION:** Receive Presentation on Landscape Analysis for Speech and Language Services

Based on direction from the First 5 Orange County Board, we have been conducting outreach and analysis to better understand system barriers to speech and language services for young children in Orange County. We contracted with Jacqueline Erickson Russell, Social Impact Advising Group, to research available data, conduct a series of stakeholder interviews and focus groups, and develop recommendations for First 5 opportunities to support children and families' access to services at the earliest stage possible.

Jacqueline is Founder and CEO of Social Impact Advising Group (SAIG), which provides consulting services to help businesses, philanthropic organizations, and nonprofits align their purpose, community investments, stakeholders, and strategy. Her expertise is in strategy design, program launches, and complex organizational change initiatives. Prior to founding SIAG, she led strategy at the Ewing Marion Kauffman Foundation where she designed, launched, and funded over 10 unique nonprofits and programs that impacted more than 540 education leaders annually. Jacqueline holds an undergraduate degree from Yale University and a graduate degree from University of Missouri, St. Louis.

Lisa Burke and Jacqueline Erickson Russell will share findings from the speech and language services analysis completed to date along with proposed next steps.

**ATTACHMENT:**  
Presentation

**CONTACT:** Lisa Burke



# Landscape Analysis of Speech and Language Services

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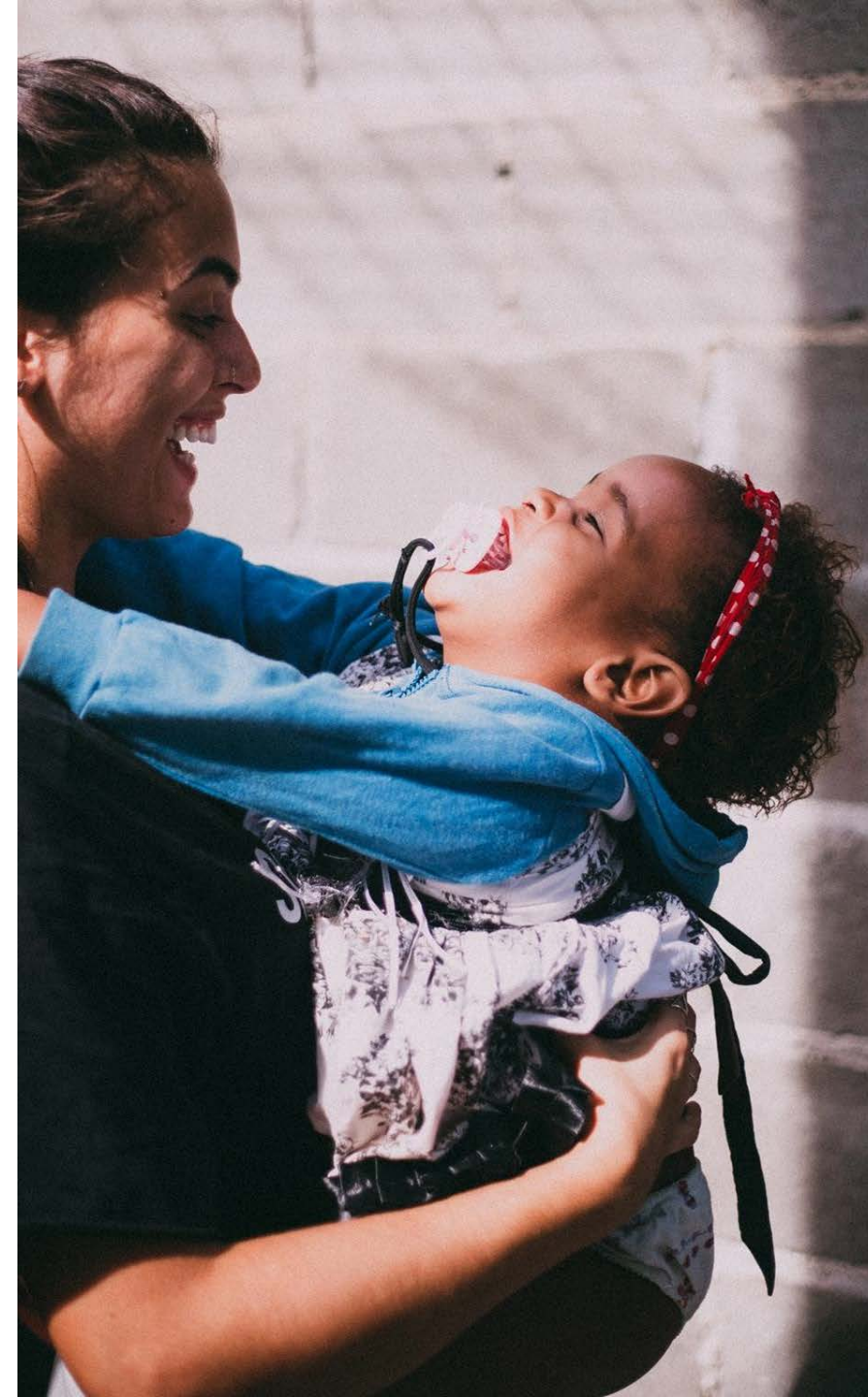
Agenda Item 1  
April 5, 2023



# Landscape Analysis Goals

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- Gather contextual information
- Identify system strengths
- Identify system barriers
- Identify strategies to address barriers and potential First 5 OC role





# Landscape Analysis Activities

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- Data research and analysis
- Key informant interviews
- Focus groups with local experts, families with lived experience, and speech therapists
- Phone survey of speech/language service providers

# Data Research and Analysis

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- Statewide, speech or language impairment is the second most prevalent disability among students (0 – 22 years)
- In Orange County, speech or language Impairment is the most prevalent disability for children 0 – 5 enrolled in Special Education
- Among families contacting Help Me Grow for support, speech and language has been in the top 3 concerns since 2016



# Key Informant Interviews

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- Help Me Grow OC
- Chapman University
- Cal State Fullerton
- Regional Center of Orange County
- American Academy of Pediatrics CA Chapter 4
- CalOptima
- Family Support Network
- MOMS Orange County
- Providence Speech and Hearing Center
- Unlimited Possibilities



# Focus Groups

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## 5 Focus Groups

- 2 parent focus groups (families whose children received services)
- 2 parent focus group (families whose children did not receive services)
- 1 focus group for speech therapists

## Provider Phone Surveys

- 14 phone surveys completed with local speech and language providers (17 contacted)

# Interview and Focus Group Themes

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- Parent experience with screenings
- Challenging system to navigate
- Long waitlists for speech therapy



# Parent Experience with Screening

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- Parents have varied experience:
  - Some parents found the screening process easy
  - Some parents didn't feel heard when they expressed concern
- Parents still report pediatricians sometimes take a "wait and see" approach

# Challenging System to Navigate

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There are many different players with whom the parents need to work

- doctor, evaluator, insurance, therapy provider

There are many transition points from the approving parties

- doctor -> referral -> insurance -> therapists -> waitlists -> appointments



# Challenging System to Navigate

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For families that can access Regional Center services, it expedites the process:

- Multiple evaluations in one office
- Regional Center covers service until insurance picks it up
- Process is complex, even with Regional Center support

For families whose children don't qualify for or use Regional Center services, the process is a significant barrier:

- The action steps – including the initial speech screening – fall on parents shoulders
- Waitlists are long

# Speech Therapist Wait Lists

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Of 17 speech therapists called:

- **4 had immediate openings**
- **8 had wait lists:**
  - 3 had a 1-month wait list or less
  - 3 had wait lists between 1 and 3-months
  - 2 had wait lists longer than 3 months
- **2 were not accepting new patients**
- **3 did not have working phone numbers**

# Speech Therapist Wait Lists

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## Availability decreases:

- Based on insurance
  - 43% of interviewed centers do not take CalOptima
- For afternoon or evening appointments
  - Options decrease by 50%



# Next Steps

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- Formally request Regional Center data
- Analyze CalOptima data
- Conduct pediatrician focus group
- Conduct additional focus group or survey with families that did not pursue services
- Activate Detect & Connect OC
  - Leverage system strengths
  - Actions to address system barriers

# Opportunities for Exploration

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- Communications outreach with common messaging across all partners (to pediatricians, parents)
- Parent education workshops or peer support groups
- Create speech-related Kid Builder activities to support parents while waiting for services
- Group therapy
- Increase reimbursement rates for speech therapy services for public insurance
- Adjust developmental screening time frame to include speech and language screens at 24 months



# Questions?

**Agenda Item 2**  
**April 5, 2023****DATE:** March 23, 2023**TO:** First 5 Orange County**FROM:** Kimberly Goll, President/CEO**Action:** Receive Update on Healthy Smiles for Kids Transition Plan and Orange County Pediatric Service Sustainability**SUMMARY:**

In 2012, First 5 Orange County made a \$20 million long-term catalytic investment in pediatric oral health services in Orange County. This agenda item provides an update regarding the sustainability plan to transition the Healthy Smiles for Kids services to AltaMed, and First 5 OC's review of the status of pediatric dental care services in Orange County.

**DISCUSSION:**

For more than 20 years, First 5 OC has funded Healthy Smiles for general operations to ensure children through their fifth year had access to dental services. The most recent funding allocation began in 2012 with a 10-year, \$20 million dollar commitment. Since that time, Healthy Smiles has become the primary pediatric dental provider in Orange County, providing oral health services to more than one million children. In addition, Healthy Smiles has a robust residency program in partnership with CHOC Children's and University of Southern California. Healthy Smiles has determined that AltaMed is in the best position to maintain the scale of pediatric dental services that has been established and is moving forward with an agreement to assign their assets to AltaMed.

At a statewide level, the California Department of Public Health (CDPH) established the California Oral Health Plan for 2018-2028. Prop 56 provides funding for 61 Local Health Jurisdictions (LHJs) to create and expand capacity at the local level to educate, prevent, and provide linkages to treatment programs. The Orange County Health Care Agency (HCA) is the lead for the Orange County Local Oral Health Plan (LOHP) and convenes an Oral Health Collaborative to guide this work. Partners at the Collaborative (in which First 5 OC participates) include private providers, county service providers, and health centers. Between July 2022 and February 2023, the Collaborative worked to complete a needs assessment and develop a framework for the 2023-2027 Orange County Oral Health Strategic Plan. Attachment 1 provides a summary of the goals and strategies that will be employed towards the plan.

**Healthy Smiles Transition Plan**

Healthy Smiles continues to work with AltaMed, a Federally Qualified Health Center (FQHC), to transition services in a manner that will ensure sustainability and growth of the Healthy Smiles pediatric dental services that were established through our catalytic investment. The organizations are in the final steps of completing their agreement and have determined that the transition of services will occur in phases. The school-based programs (field services including mobile units) will be the first services to transition to AltaMed, anticipated in May 2023. Phase 2 of the transition will include the Garden Grove clinic and all specialty care and residency services,

estimated for December 2023 or early 2024. Until that transition is complete, Healthy Smiles will maintain the Phase 2 services, supported by the remaining First 5 OC catalytic investment, and will work closely with AltaMed to ensure a seamless transfer of service delivery to the community.

### **Orange County Pediatric Dental Care**

As our original catalytic investment comes to a close, we are researching to understand the broader landscape and needs of pediatric dental services in Orange County. We participate in the Oral Health Collaborative, which is currently creating an action plan for their 2023-2027 Orange County Oral Health Strategic Plan. The Collaborative is establishing workgroups and the HCA is sharing data that will help to inform next steps. We will continue to uplift the priorities for young children within the Collaborative's activities.

In addition, we have reached out to the health centers that were partners in the Dental Transformation Initiative (DTI), for updates regarding their service capacity post-DTI and following the impact of Covid-19. We have also asked the Coalition of Orange County Community Health Centers (COCCHC) for details regarding the pediatric dental services being offered through their partner FQHCs, such as their scope of services, service areas, and language capacity. We will share our learnings with the Board about available services and needs, as the COCCHC and its partners provide additional information.

### **Next steps**

During the next fiscal year, we will continue to work closely with Healthy Smiles and AltaMed towards their seamless transition of services, and independently with Healthy Smiles to ensure the smooth transition and stability of preventive and specialty care services. We anticipate that the catalytic agreements with Healthy Smiles will sunset no later than June 30, 2024. We will also continue to work with HCA and COCCHC to identify needs and prioritize pediatric dental services and will provide updated information to the Board later this calendar year.

### **STRATEGIC PLAN & FISCAL SUMMARY:**

The recommended actions have been reviewed in relation to the Strategic Plan and are consistent with all goal areas. Funding for this item is part of the original catalytic funding budget and does not require any additional fund allocation.

### **PRIOR COMMISSION ACTIONS:**

- October 2022 – Update on the transition of services from Healthy Smiles to AltaMed
- October 2018 – Additional Dental Transformation Initiative funding awarded
- October 2016 – Receipt of Dental Transformation Initiative funding and subcontract approval
- February 2012 – Catalytic Funding Approved

### **RECOMMENDED ACTION:**

Receive update.

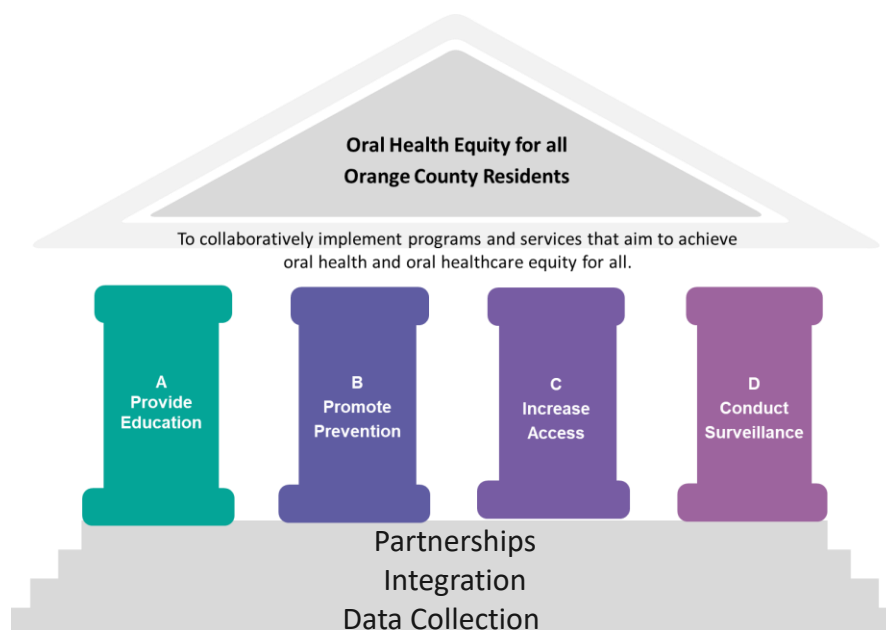
### **ATTACHMENT:**

Snapshot of 2023-2027 Orange County Oral Health Strategic Plan

**CONTACT:** Kimberly Goll

## Snapshot of 2023-2027 Orange County Oral Health Strategic Plan

Between July 2022 and February 2023, the Oral Health Collaborative worked together to complete a needs assessment and develop a framework for the 2023-27 Orange County Oral Health Strategic Plan that included SMART objectives and strategies. The plan will focus on goals and strategies that improve the oral health of Orange County residents. Moving forward the Collaborative and workgroups will focus on implementing activities and monitoring outcome data. Below is a snapshot of the vision, mission, and example of goals for each pillar of the strategic plan. Pillar D focused on surveillance data is threaded throughout the other pillars as part of evaluation and continuous quality improvement efforts.



### Education

The objectives in Pillar A – Education, focus on increasing awareness of oral health among key populations. Objectives that align with this pillar include:

- Developing and disseminating public service announcements related to the oral health of Infants/Toddlers; Kindergarten and School-Age Children; Adults; Seniors; and People with I/DD that incorporate the Social Determinants of Health and are equitable and culturally appropriate.
- Increasing awareness and knowledge regarding the OH needs of Infants/Toddlers; Kindergarten and School-Age Children; Adults; Seniors; and People with I/DD among providers such as dental, medical, behavioral health, social service, and other providers.

### Prevention

The objectives in Pillar B – Prevention, focus on the prevention of oral health related diseases including tooth decay. Objectives that align with this pillar include:

- Increasing the prevalence rate of Gr. 3 children who have dental sealant on permanent molars.
- Increasing the percentage of children/young adults, adults, older adults, and those individuals with intellectual and/or developmental disabilities that receive a preventive dental service.

### Access

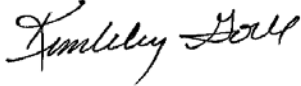
The objectives in Pillar C – Access, focus on increasing access to dental care. Objectives that align with this pillar include:

- Increasing the number of school and/or community based dental care access points.
- Expanding the dental provider workforce.

**Agenda Item 3**  
**April 5, 2023**

**DATE:** March 23, 2023

**TO:** First 5 Orange County

**FROM:** Kimberly Goll, President/CEO 

**ACTION:** Approve Revised Standard Form Professional Services and Consultant Agreements

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**SUMMARY:**

First 5 Orange County has agreements with various professional services and consulting individuals and organizations that provide subject matter expertise to First 5 OC. These agreements include standard terms and conditions, which define the requirements for contracting with First 5 OC. The standard form agreements are periodically reviewed, and this item requests approval of updates to the Consultant and Professional Services standard form agreements.

**DISCUSSION:**

Historically, the First 5 OC Board has approved all boilerplate agreements to be used for contracts valued over \$50,000 and authorized the President/CEO and Commission Counsel to make minor and non-substantive revisions and to include language required by external funding sources (such as State or County funding). The boilerplate Consultant and Professional Services Agreement templates were recently reviewed and updated to clarify contracting language, remove outdated and duplicative provisions, clarify other requirements consistent with standard contracting terms by public agencies, and to accommodate different requirements that come with leveraging other funding sources.

The revised boilerplate language has been reviewed by Commission Counsel and is recommended for Board approval. The complete revised standard form agreements are provided as Attachment 1 (Consultant Agreement boilerplate) and Attachment 2 (Professional Services boilerplate). With approval of the revised Professional Services and Consultant Agreement boilerplates, staff requests continued authorization for the President/CEO and Commission Counsel to make minor, non-substantive revisions to the agreements when necessary and to include any language in the agreements that may be required by external funding sources.

**STRATEGIC PLAN & FISCAL SUMMARY:**

This action has no funding impact.

**PRIOR COMMISSION ACTIONS:**

- December 2016 – Revised Standard Form Agreements
- December 2013 – Revised Standard Form Agreements
- May 2010 – Approved updated Standard Form Agreements



**RECOMMENDED ACTION:**

Approve revised Standard Form Professional Services and Consultant Agreements.

**ATTACHMENT:**

1. Consultant Agreement Boilerplate
2. Professional Services Boilerplate

**CONTACT:**

Cassie Trapesonian/Michael Garcell

**AGREEMENT NO. C-\_\_\_\_**  
**BETWEEN**  
**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**  
**AND**  
**[CONSULTANT]**

This **AGREEMENT** (“Agreement”), entered into as of the [*day*] day of [*month*], 2023 (“Date of Agreement”), is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“COMMISSION”), and [*Consultant’s name*], a [*describe business entity type*] (“CONSULTANT”). This Agreement shall be administered by the President/CEO of COMMISSION or his or her authorized designee (“ADMINISTRATOR”).

**RECITALS**

**A.** In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Paragraph 130100, *et seq.* (as amended, the “Act”) implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the California Children and Families Commission (“First 5 California”), and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

**B.** COMMISSION is a publicly-funded organization that is responsible for allocating public funds to support the advancement and sustainability of a countywide early childhood development system. COMMISSION’s core business is to invest in systems of care and innovation to improve outcomes for children in Orange County by ensuring the proper, effective, and efficient use of public funds in these areas and to utilize subject matter experts to identify and implement strategies in early childhood health, education, and development programs.

**C.** COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children prenatal through five years of age as codified in the Act, which plan has been amended and as may be further amended, updated, or revised after the Date of Agreement (“Strategic Plan”).

**D.** On [*date*], [*describe Commission action, President/CEO authority, or other authorization to enter into agreement*].

**E.** COMMISSION desires to engage CONSULTANT, and CONSULTANT desires to accept the engagement, to perform certain technical, consulting, and professional services as set forth in the Scope of Services, attached as Exhibit B and fully incorporated by this reference, and to carry out the performance obligations promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement (“Consultant Services” or “Services”).

**F.** CONSULTANT represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these Consultant Services to COMMISSION and has agreed to provide such Consultant Services as provided herein.

COMMISSION does not have the personnel or specialized technical expertise able to perform the Consultant Services contracted for herein.

**NOW, THEREFORE**, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONSULTANT agree as follows:

**1. TERM OF AGREEMENT.** The term of this Agreement shall commence on [date], and terminate on [date] (“Term”), unless earlier terminated pursuant to the provisions of Paragraph 20 of this Agreement. CONSULTANT and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION’s Maximum Payment Obligation in this Agreement does not increase as a result.

## **2. ALTERATION OF TERMS**

**2.1** This Agreement, together with and including any Exhibits, fully express all understandings of the parties and is the total Agreement between the parties as to the subject matter of the Agreement. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in the form of a written amendment to this Agreement executed by both parties. Notwithstanding the above, CONSULTANT and ADMINISTRATOR may mutually agree in writing to make modifications to the activities, tasks, deliverables, performance timeframes, payment intervals, percentage of Initial Payment(s), and the percentage of Retention Amount(s) as specified in this Agreement, including the Exhibits, provided any of the revisions do not alter the overall goals and basic purpose of the Agreement and do not increase COMMISSION’s Maximum Payment Obligation.

**2.2** The Scope of Services will be subject to a periodic review to determine consistency with the COMMISSION's strategic direction. Changes to level of Services set forth in the Scope of Services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide additional or less intensive Services, and increased focus on sustainability strategies. If CONSULTANT is unable to redirect its program to be consistent with this direction, COMMISSION may reduce Services to be provided by CONSULTANT under this Agreement.

## **3. STATUS OF CONSULTANT - INDEPENDENT CONTRACTOR**

CONSULTANT is, and shall at all times remain, an independent contractor to COMMISSION in providing Consultant Services for this Agreement. As a condition to commencing performance of any Consultant Services for this Agreement and to be eligible for any compensation for Consultant Services rendered, CONSULTANT shall execute an Acknowledgment of Independent Contractor Status, Exhibit A, attached hereto and fully incorporated by this reference. CONSULTANT is and shall remain wholly responsible for the manner in which it performs the Consultant Services required by the terms of this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee (neither a contract nor regular employee), or principal and agent, between COMMISSION and CONSULTANT or any of CONSULTANT’s employees, subcontractors, or agents. CONSULTANT assumes exclusive responsibility for the acts of its employees, subcontractors, or agents as they relate to the Services to be provided during the Term of this Agreement and the course and scope of employment of any such employees, subcontractors, or agents. Neither CONSULTANT or its officials, officers, agents, employees, or subcontractors shall, in any respect whatsoever, be entitled to any rights or privileges of COMMISSION employees and shall not be considered in any

manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONSULTANT shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, subcontractor, or volunteer of CONSULTANT (hereinafter referred to as “personnel”). CONSULTANT shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. CONSULTANT shall indemnify and hold harmless COMMISSION from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws. Should any of CONSULTANT's personnel or a state or federal agency allege claims against COMMISSION involving the status of COMMISSION as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify COMMISSION in relation to any allegations made and shall reimburse COMMISSION for any costs, including attorneys' fees, the COMMISSION incurs arising out of such claim or determination, including, but not limited to, any benefits COMMISSION is required to provide, or payroll taxes or workers' compensation claims it is required to pay, as well as for the payment of any penalties and interest.

#### **4. CONSULTANT DELEGATION AND ASSIGNMENT**

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT without the prior written consent of ADMINISTRATOR. Any attempted assignment in violation of this paragraph shall be ineffective, null and void, and constitute a material breach of this Agreement entitling COMMISSION to any and all remedies at law or in equity, including termination of this Agreement.

#### **5. INDEMNIFICATION**

CONSULTANT agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, its Commissioners, officers, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION (together, “Claims”), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of CONSULTANT, its officers, employees, agents, or subcontractors in the performance of this Agreement.

#### **6. INSURANCE**

**6.1 Policies of Insurance.** Without limiting CONSULTANT's liability for indemnification as set forth in Paragraph 5 above, it is agreed that CONSULTANT shall maintain in effect at all times during the performance of this Agreement the following policy or policies of insurance covering its operations:

**6.1.1 Qualified Insurer.** CONSULTANT shall maintain insurance acceptable to COMMISSION in full force and effect throughout the term of this Agreement. If CONSULTANT fails to maintain insurance acceptable to COMMISSION for the full term of this Agreement,

COMMISSION may terminate this Agreement. The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States shall be A- (Secure Best's Rating) and VIII (Financial Size Category). CONSULTANT shall file with COMMISSION, prior to the commencement of performance of Services under this Agreement, an original Certificate of Insurance and all required endorsements evidencing that coverage required by this Agreement is in effect. If the carrier is a non-admitted carrier in the State of California, COMMISSION retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

<b>Coverage</b>	<b>Minimum Limits</b>	
	<b>Per Occurrence</b>	<b>Annual Aggregate</b>
Comprehensive Auto Liability (covering owned, non-owned, and hired)	\$1,000,000	\$1,000,000
Comprehensive General Liability	\$1,000,000	\$1,000,000
Employer's Liability	\$1,000,000	\$1,000,000

## **6.2 Required Coverage Forms**

(a) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(b) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**6.3 Required Endorsements.** Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(a) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION and its elected and appointed officials, officers, employees, and agents as Additional Insureds.

(b) A primary non-contributing endorsement evidencing that CONSULTANT's insurance is primary and any insurance or self-insurance maintained by the COMMISSION shall be excess and non-contributing.

**6.4** Proof of insurance satisfactory to ADMINISTRATOR evidencing the coverage required by this paragraph and the required clauses set forth above shall be filed with the Children and Families Commission of Orange County, 1505 E. 17<sup>th</sup> Street, Suite 230, Santa Ana, CA 92705. Such proof shall include the Certificate of Insurance and Endorsements. ADMINISTRATOR, in his or her sole discretion, may require a copy of the full policy.

**6.5 Reservation of Rights for Review of and Obligations to Provide Insurance.** COMMISSION shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of COMMISSION, the insurance provisions in this Agreement do not provide adequate protection for COMMISSION, COMMISSION may require CONSULTANT to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COMMISSION's requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.



**6.6 Notification of Any Changes in Insurance Requirements.** COMMISSION shall notify CONSULTANT in writing of changes in the insurance requirements. If CONSULTANT does not deposit copies of acceptable certificates of insurance and endorsements with COMMISSION incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in default without further notice to CONSULTANT, and COMMISSION shall be entitled to all remedies available at law or equity.

**6.7 Obligation for Insurance Independent of Indemnification.** The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability for this Agreement or to fulfill the indemnification provisions and requirements of this Agreement.

## **7. RESPONSIBILITIES OF CONSULTANT**

**7.1 Scope of Services.** CONSULTANT shall provide the Consultant Services set forth and described in the Scope of Services, Exhibit B. The Consultant Services shall include CONSULTANT's proposal or bid, if any, which is incorporated herein by this reference. In the event of any inconsistency or conflicting terms between the proposal and this Agreement, the terms of this Agreement, inclusive of Exhibits, shall take precedence.

**7.2 Compliance with Law.** CONSULTANT shall provide all Consultant Services rendered for this Agreement in accordance with all applicable federal and state laws, statutes and regulations, and local ordinances and resolutions.

**7.3 Standard of Performance.** CONSULTANT shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it, and any subcontractors it may engage, possess any and all licenses which are required to perform the Consultant Services contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work, at CONSULTANT's sole cost and expense.

**7.4 Reserved.**

**7.5 No Supplanting Government Funds.** CONSULTANT shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONSULTANT shall not submit an invoice for payment from COMMISSION or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue.

## **8. REPORTING REQUIREMENTS**

**8.1 Reports.** Separate from any reports specified in the Scope of Services, Exhibit B, CONSULTANT shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Consultant Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

**8.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.**

**8.2.1 County Requirements.** In order to comply with child support enforcement requirements of the County of Orange, CONSULTANT agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

**8.2.2 Failure to Comply Breach.** The failure of CONSULTANT to timely submit the data or certifications required by Subparagraphs 8.2.1(a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Orange or COMMISSION shall constitute grounds for termination of this Agreement.

**8.2.3 Use of Data Solely for Government Enforcement of Child Support Orders.** It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes.

**8.2.4 Exemptions.** Agreements with public entities shall be exempt from the requirements of Subparagraph 8.2. Agreements with non-profit organizations that have no owners shall be exempt from the requirements of Subparagraph 8.2.1(b) above.

## **9. COMPENSATION**

**9.1 Maximum Payment Obligation.** The maximum payment obligation of COMMISSION to CONSULTANT for any and all Consultant Services provided under this Agreement, including compensation for CONSULTANT's employees, agents, other personnel, and any approved subcontractor performing services under the Agreement, shall be \$[*dollar amount*] ("Maximum Payment Obligation"). The Schedule of Compensation, Exhibit C, attached hereto and fully incorporated by this reference, sets forth the schedule of compensation for the Consultant Services to be provided by CONSULTANT for this Agreement, including, without limitation, compensation for Services provided by any of CONSULTANT's employees, subcontractors, or other personnel.

**9.2 Installment Payments through Claims/Invoices.** Requests for payment for Consultant Services within the Scope of Services, Exhibit B, and within the Schedule of Compensation, Exhibit C, may be submitted by monthly invoice for Services rendered under this Agreement during the prior month. Each invoice requesting installment payment for Consultant Services shall be submitted on an invoice form approved by ADMINISTRATOR describing the Consultant Services and performance tasks completed pursuant to the Scope of Services, Exhibit B for the applicable invoice period. Subject to submission of a correctly completed invoice by CONSULTANT, payment on each monthly invoice will be made by COMMISSION within a reasonable time period not more than thirty (30) days after receipt of an itemized and complete invoice form to the satisfaction of

ADMINISTRATOR, including any supporting documentation, that may be reasonably requested or required by ADMINISTRATOR.

**9.3 Source of COMMISSION Funding.** CONSULTANT knowingly and expressly acknowledges and agrees that the funding provided pursuant to this Agreement is from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit B. To the extent any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes in funding allocations or changes to the Act, as elected by COMMISSION.

## **10. OVERPAYMENTS**

Any payment(s) made by COMMISSION to CONSULTANT in excess of that to which CONSULTANT is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONSULTANT. CONSULTANT shall remit payment within thirty (30) days of COMMISSION's request. CONSULTANT agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this paragraph.

## **11. CONFIDENTIALITY**

**11.1** CONSULTANT agrees to maintain, and to cause each of its employees, agents, and subcontractors rendering services on behalf of CONSULTANT to maintain, the confidentiality of any confidential records, information, program participant, or service recipient records made available pursuant to this Agreement in accordance with applicable federal and state laws and regulations and the Confidentiality and Data Sharing Protocol as adopted by COMMISSION, which is incorporated herein by this reference, as each currently exist or may hereafter be amended, and as may be required by any other funding source allocated through this Agreement. This paragraph shall apply to records maintained in any format, including any hard copies, electronic or computer-based data, and audio and video recordings. CONSULTANT shall include the confidentiality provisions in this Agreement in all subcontracts entered into for the performance of Services under this Agreement.

**11.2** CONSULTANT agrees to comply, and to require its employees, subcontractors, agents, and volunteers to comply, with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement, which is attached hereto as Exhibit D and incorporated into this Agreement by this reference.

## **12. POLITICAL ACTIVITY**

CONSULTANT agrees the compensation paid for Services provided for this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

### **13. MAINTENANCE AND INSPECTION OF RECORDS**

In accordance with generally accepted accounting principles, CONSULTANT and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the “records”) pertaining to the costs of and completion of Consultant Services performed under this Agreement. COMMISSION, the State of California, First 5 California, and any of their authorized representatives shall have access to and the right to audit and reproduce any of CONSULTANT’s records regarding Consultant Services provided under this Agreement. CONSULTANT shall maintain all such records for a period of at least three (3) years from the date of payment on the final invoice submitted to ADMINISTRATOR or three (3) years after all pending audits are completed, whichever occurs later. CONSULTANT agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from ADMINISTRATOR, and copies thereof shall be furnished if requested.

### **14. COPYRIGHT ACCESS**

COMMISSION and First 5 California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and hereafter, all material and work product, both tangible and intangible, developed under this Agreement including those materials covered by copyright.

### **15. OWNERSHIP OF MATERIALS**

Except as specifically provided in this Agreement, all materials produced by CONSULTANT, its employees, subcontractors, agents, or volunteers in the performance of this Agreement shall be and remain the property of COMMISSION without restriction or limitation upon their use or dissemination by COMMISSION. CONSULTANT may, however, make and retain such copies of said materials as CONSULTANT may desire. Originals materials shall be delivered to COMMISSION upon the termination of this Agreement or upon the earlier request of the ADMINISTRATOR. No materials may be reproduced without the express written consent of ADMINISTRATOR unless required by law.

### **16. PATENT AND COPYRIGHT INFRINGEMENT**

**16.1** In lieu of any other warranty by COMMISSION or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against COMMISSION on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information, and assistance at CONSULTANT's expense for the defense of same. CONSULTANT will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright.

**16.2** CONSULTANT shall not be obligated to indemnify COMMISSION under any settlement made without CONSULTANT’s consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,

CONSULTANT, at no expense to COMMISSION, shall obtain for COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

## **17. OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

**17.1 Non-liability of COMMISSION Officers and Employees.** No Commissioner, officer, or employee of COMMISSION shall be personally liable to CONSULTANT, or any successor in interest, in the event of any default or breach by COMMISSION, for any amount that may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

**17.2 Conflict of Interest.** CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of COMMISSION or which would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the COMMISSION. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of COMMISSION in the performance of this Agreement.

**17.3 Covenant against Discrimination.** CONSULTANT covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation in the performance of this Agreement.

## **18. KEY PERSONNEL**

Project partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the agency, are promoted, or are assigned to another office. The personnel may also be changed for other reasons with the express prior written permission of ADMINISTRATOR. However, in either case, ADMINISTRATOR reserves the right to accept or reject any or all replacements. Except as provided in this Agreement, CONSULTANT reserves the right to determine the assignment of its own employees to the performance of Consultant Services under this Agreement, but COMMISSION reserves the right in its sole discretion to exclude any employee from performing Services under this Agreement.

## **19. NOTICES**

All notices, claims, correspondence, reports, and statements authorized or required by this Agreement shall be addressed as follows:

COMMISSION: Children and Families Commission of Orange County  
Contracts Manager  
1505 E. 17<sup>th</sup> Street, Suite 230  
Santa Ana, CA 92705

CONSULTANT: \_\_\_\_\_

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All notices shall be deemed effective when in writing personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and CONSULTANT may mutually agree in writing to change the addresses to which notices are sent.

## **20. RIGHTS OF TERMINATION**

**20.1 Termination for Convenience by Commission.** COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to CONSULTANT. Upon receipt of a notice of termination for convenience, CONSULTANT shall immediately cease all Consultant Services except such as may be specifically approved by ADMINISTRATOR or those Services reasonably necessary to effectuate the termination. CONSULTANT shall be entitled to compensation for all Services satisfactorily rendered prior to receipt of the notice of termination and for any Services authorized by the ADMINISTRATOR thereafter in accordance with the compensation provisions of this Agreement or such other arrangement for compensation approved in writing by the ADMINISTRATOR. COMMISSION shall be not liable for any claim of lost profits or damages arising out of such termination.

**20.2 Termination for Default of CONSULTANT.** COMMISSION may terminate this Agreement for cause due to the default by CONSULTANT in its performance obligations under this Agreement. Upon receipt of a notice of termination for cause, CONSULTANT shall immediately cease performance under this Agreement except as may be specifically approved by ADMINISTRATOR. COMMISSION may take over the work and prosecute the same to completion by contract or otherwise. CONSULTANT shall be liable to the extent that the total cost for completion of the Scope of Services, Exhibit B, required for this Agreement exceeds the Schedule of Compensation, Exhibit C, provided that COMMISSION shall use reasonable efforts to mitigate such damages. COMMISSION may withhold any payments to CONSULTANT for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement. The withholding or failure to withhold payments to CONSULTANT shall not limit CONSULTANT's liability for completion of the Consultant Services as provided herein.

**20.2.1** Upon a default or breach by CONSULTANT, Administrator may, in his or her sole discretion, elect any or all of the following set forth in subsections (a) – (d) in addition to the termination provisions set forth in this Paragraph 20 and any other remedies available at law, in equity, or otherwise specified in this Agreement:

(a) Afford CONSULTANT a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure such breach and diligently pursue to completion the cure of such breach within thirty (30) days of date notice is mailed;

(b) Discontinue payment to CONSULTANT for and during the period in which CONSULTANT is in breach, which payment may not be entitled to later recovery;

(c) Offset against any monies billed by CONSULTANT but yet unpaid by COMMISSION those monies disallowed pursuant to the above paragraph; and



(d) Withhold from any monies payable to CONSULTANT sufficient funds to compensate COMMISSION for any losses, costs, liabilities, or damages it reasonably believes were suffered by COMMISSION due to the default of CONSULTANT in the performance of the Consultant Services required by this Agreement.

## **21. ENFORCEMENT OF AGREEMENT**

**21.1 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, and CONSULTANT covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**21.2 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary such party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**21.3 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**21.4 Attorneys' Fees.** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

**22. COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed or electronically scanned signatures shall have the same force and effect as an original signature.

## **23. PARTICIPATION IN COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM AND OTHER DATA SYSTEMS**

**23.1** COMMISSION may require CONSULTANT to utilize an evaluation and contracts management system or other data management system(s) (hereinafter collectively referred to as "Systems") as elected by COMMISSION and its ADMINISTRATOR, in his or her sole discretion, in the performance of Consultant Services. The purposes for utilizing these Systems may include, but are not limited to, assisting COMMISSION with tracking, analyzing, and evaluating services provided by COMMISSION's funding recipients. CONSULTANT's participation in the Systems may result in CONSULTANT's access to individual client-shared data elements. CONSULTANT shall comply with the confidentiality provisions set forth in this Agreement and all applicable state and federal laws in the access to and use of client data.

**23.2** COMMISSION is the sole Licensee for any software or program hosting the Systems. Any copying, modification, merging, or deletion of software is prohibited. CONSULTANT agrees to honor the terms of the software license agreement between COMMISSION and the licensor and shall

be solely responsible for any violations. CONSULTANT may not use the Systems for any personal, unlawful, or improper purpose. CONSULTANT further agrees to indemnify, defend, and hold harmless COMMISSION for any losses sustained by COMMISSION due to software license violations by CONSULTANT.

**24. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

**27. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the reminder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

*[Signature blocks for Agreement on following pages]*

**IN WITNESS WHEREOF**, COMMISSION and CONSULTANT have caused this Agreement to be effective in the County of Orange, State of California on the date first above written.

**COMMISSION**

**CHILDREN AND FAMILIES COMMISSION OF  
ORANGE COUNTY, a public body and legal  
public entity**

By: \_\_\_\_\_  
Chair

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIR OF COMMISSION

By: \_\_\_\_\_  
Robin Stieler  
Clerk of the Commission

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: \_\_\_\_\_  
Cassie E. Trapesonian, Commission Counsel

**[Signature block for CONSULTANT on next page.]**

[Signature block continued from previous page.]

**CONSULTANT**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
**Signature**

Date: \_\_\_\_\_

## EXHIBIT A

### ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** ("Acknowledgment") is an exhibit and fully incorporated into that certain Agreement for provision of Consultant Services ("Agreement") dated \_\_\_\_\_, 20\_\_ by and between **Children and Families Commission of Orange County** ("COMMISSION") and \_\_\_\_\_, a \_\_\_\_\_ ("CONSULTANT"). This Acknowledgment is intended to define and affirm the relationship between COMMISSION and CONSULTANT as set forth in the Agreement. CONSULTANT has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. CONSULTANT on behalf of itself and each and every person acting by, through, or for CONSULTANT (together, "CONSULTANT"), is not an employee of COMMISSION.
2. CONSULTANT is an independent contractor to COMMISSION.
3. Because CONSULTANT is not an employee of COMMISSION, CONSULTANT is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.
4. CONSULTANT is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION's payroll as regular employees.
5. CONSULTANT is and shall remain ineligible for employment benefits provided to COMMISSION's regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified CONSULTANT as an independent contractor for tax or other purposes.
6. CONSULTANT hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.
7. CONSULTANT releases COMMISSION and its Commissioners, officers, board members, employees and agents (together, "COMMISSION") from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to CONSULTANT's acknowledgement, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.
8. In making this Acknowledgment and the release and waiver for this Agreement, CONSULTANT acknowledges it has been advised concerning the content and meaning or and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

CONSULTANT represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of CONSULTANT as an independent contractor, not an employee, of COMMISSION.

**CONSULTANT**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
**Signature**

Date: \_\_\_\_\_

## **EXHIBIT B**

### **SCOPE OF SERVICES**

CONSULTANT shall perform the Consultant Services as described in this Exhibit B (Scope of Services) to this Agreement. CONSULTANT shall:

- 1. BACKGROUND**
- 2. SCOPE OF SERVICES**
- 3. STAFF**
- 4. WAIVER(S)**

**EXHIBIT C**  
**SCHEDULE OF COMPENSATION**

**1.     Payment**

CONSULTANT shall bill COMMISSION for Consultant Services provided under this Agreement up to a Maximum Payment Obligation of \$\_\_\_\_\_. Services shall be billed monthly by invoice for performance tasks described in the Scope of Services, Exhibit B, and completed pursuant to the following compensation schedule:

- At an hourly rate of \$\_\_\_\_\_



**EXHIBIT D**  
**BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (“Addendum”) supplements and is made a part of Agreement \_\_\_\_\_ dated \_\_\_\_\_ (“Agreement”) by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“Business Associate 1” or “BA-1”), and \_\_\_\_\_ (“Business Associate 2” or “BA-2”). This Addendum is effective as of \_\_\_\_\_ (the “Addendum Effective Date”).

**ADDENDUM RECITALS**

A. This Addendum is made between two Business Associates to comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-191 (HIPAA) 2013 Omnibus Requirements under which BA-1 passes through all HIPAA restrictions and requirements to BA-2.

B. BA-1 wishes to disclose certain information to BA-2 pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. BA-1 and BA-2 intend to protect the privacy and provide for the security of PHI disclosed to BA-2 pursuant to the Agreement in compliance with HIPAA; the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”); and regulations promulgated thereunder by the U.S. Department of Health and Human Services (DHHS) (the “HIPAA Regulations”); and other applicable state and federal laws and regulations.

D. As part of the HIPAA Regulations, the Privacy Rule, and the Security Rule (defined below), BA-1 is required to enter into this Addendum that contains specific requirements with BA-2 prior to the disclosure of any PHI as set forth in Title 45 of the Code of Federal Regulations (C.F.R.) Sections 164.314(a), 164.502(e), and 164.504(e); applicable laws and regulations; and as provided in this Addendum.

NOW, THEREFORE, based on the Addendum Recitals, which are a substantive part of this Addendum, and agreed mutual consideration, BA-1 and BA-2 agree as follows:

**1. Definitions**

a. “Breach” shall have the meaning given to such term under HIPAA, the HIPAA Regulations, the HITECH Act, and as described in California Civil Code Section 1798.82.

b. “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including 45 C.F.R. Section 160.103.

c. “Covered Entity” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. “Data Aggregation” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.

e. “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. “Electronic Protected Health Information” (Electronic PHI) means Protected Health Information that is maintained in or transmitted by electronic media.

g. “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

h. “Health Care Operations” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. “HITECH Compliance Date” shall mean February 17, 2010, unless a separate effective date is specified by law for a particular requirement, in which case such effective date shall apply for that particular requirement.

j. “Privacy Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. “Protected Health Information” (PHI) means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information.

l. “Protected Information” shall mean PHI provided by BA-1 to BA-2 or created or received by BA-2 on BA-1’s behalf.

m. Any use of the phrase “required by law” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including 45 C.F.R. Section 160.103.

n. “Security Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

## **EXHIBIT D**

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o. “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## **2. Obligations of Business Associate 2**

a. Permitted Uses. BA-2 shall not use Protected Information except for the purpose of performing BA-2’s obligations under the Agreement and as permitted under the Agreement and this Addendum. Further, BA-2 shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by BA-1. However, BA-2 may use Protected Information (i) for the proper management and administration of BA-2, (ii) to carry out the legal responsibilities of BA-2, or (iii) for Data Aggregation purposes for the Health Care Operations of BA-1.

b. Permitted Disclosures. BA-2 shall not disclose Protected Information except for the purpose of performing BA-2’s obligations under the Agreement and as permitted under the Agreement and this Addendum. BA-2 shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by BA-1. However, BA-2 may disclose Protected Information (i) for the proper management and administration of BA-2, (ii) to carry out the legal responsibilities of BA-2, (iii) as required by law, or (iv) for Data Aggregation purposes. If BA-2 discloses Protected Information to a third party, BA-2 must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential, as provided pursuant to this Addendum, and only disclosed as required by law or for the purposes for which it was disclosed to such third party and (ii) a written agreement from such third party to immediately notify BA-2 of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach.

c. Prohibited Uses and Disclosures under HITECH. Notwithstanding any other provision in this Addendum, no later than the HITECH Compliance Date, BA-2 shall comply with the following requirements: (i) BA-2 shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with the requirements of 42 United States Code (U.S.C.) Section 17936; (ii) BA-2 shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates, pursuant to 42 U.S.C. Section 17935(a); and (iii) BA-2 shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of BA-1 and as permitted by the HITECH Act and 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by BA-1 to BA-2 for Services provided pursuant to the Agreement.

d. Appropriate Safeguards. BA-2 shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by the Agreement or this Addendum. BA-2 further agrees to use administrative,

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physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. No later than the HITECH Compliance Date, BA-2 shall comply with each of the requirements of 45 C.F.R. Sections 164.308, 164.310, and 164.312 and the policies, procedures, and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. To the extent that BA-2 creates, maintains, receives, or transmits Electronic PHI on behalf of BA-1, BA-2 shall implement the safeguards required by paragraph 2.c above with respect to Electronic PHI.

e. Mitigation. BA-2 agrees to mitigate, to the extent practicable, any harmful effect that is known to BA-2 of a use or disclosure of PHI in violation of this Addendum.

f. Reporting of Improper Access, Use, or Disclosure. BA-2 shall, following the discovery of any Breach of Unsecured PHI; Security Incident, as defined in the Security Rule; and/or any actual or suspected access, use, or disclosure of Protected Information not permitted by the Agreement or this Addendum or applicable law; notify BA-1 in writing of such breach or disclosure without unreasonable delay and in no case later than three (3) business days after discovery. BA-2 shall take prompt corrective action in addition to any action required by applicable state or federal laws and regulations relating to such disclosure. BA-2 agrees to pay the actual costs incurred by BA-1 to provide required notifications and any associated costs incurred by BA-1, such as credit monitoring for affected patients, and including any civil or criminal monetary penalties or fines levied by any federal or state authority having jurisdiction if BA-1 reasonably determines that the nature of the breach warrants such measures.

g. Subcontractors and Agents of Business Associate 2. BA-2 shall ensure that any agents or subcontractors to whom it provides Protected Information agree in writing to the same restrictions and conditions that apply to BA-2 with respect to such PHI.

h. Access to Protected Information. To the extent BA-2 maintains a Designated Record Set on behalf of BA-1, BA-2 shall make Protected Information maintained by BA-2 or its agents or subcontractors in Designated Record Sets available to BA-1 for inspection and copying within five (5) days of a request by BA-1 to enable BA-1 to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524. No later than the HITECH Compliance Date, if BA-2 maintains an Electronic Health Record, BA-2 shall provide such information in electronic format to enable BA-1 to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

i. Amendment of PHI. To the extent BA-2 maintains a Designated Record Set on behalf of BA-1, within thirty (30) days of receipt of a request from BA-1 or an individual for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA-2 or its agents or subcontractors shall make any amendments that BA-1 directs or agrees to in accordance with the Privacy Rule.

j. Accounting Rights. Within thirty (30) days' written notice by BA-1 of a request for an accounting of disclosures of Protected Information, BA-2, its agents, and/or subcontractors shall make available to BA-1 the information required to provide an accounting of

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disclosures to enable BA-1 to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528 and its obligations under the HITECH Act including, 42 U.S.C. Section 17935(c), as determined by BA-1. The provisions of this subparagraph 2.j shall survive the termination of this Addendum.

k. Governmental Access to Records. BA-2 shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to BA-1 and to the Secretary of DHHS (the “Secretary”), or Secretary’s designated representative, for purposes of determining BA-2’s compliance with the Privacy Rule.

l. Minimum Necessary. No later than the HITECH Compliance Date, BA-2 and its agents and subcontractors shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. BA-2 understands and agrees that the definition of “minimum necessary” may change from time to time, and BA-2 shall keep itself informed of any guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

m. Compliance with Laws. BA-2 shall comply with all applicable state and federal privacy and security laws, including, but not limited to, HIPAA, the HIPAA Regulations, HITECH, and California Civil Code Section 1798.82, as each may be amended from time to time.

### 3. **Termination**

a. Material Breach by BA-2. A breach by BA-2 of any provision of this Addendum, as determined by BA-1, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding, with or without an opportunity to cure the breach. If termination of the Agreement is not feasible, BA-1 will report the problem to the DHHS Secretary.

b. Material Breach by BA-1. As of the HITECH Compliance Date, pursuant to 42 U.S.C. Section 17934(b), if BA-2 knows of a pattern of activity or practice of BA-1 that constitutes a material breach or violation of BA-1’s obligations under the Agreement, this Addendum, or other arrangement, then BA-2 must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA-2 must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the DHHS Secretary.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA-2 shall, at the option of BA-1, return or destroy all Protected Information that BA-2 or its agents or subcontractors maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by BA-1, BA-2 shall continue to extend the protections of Section 2 of this Addendum to such information and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If BA-1 elects destruction of the PHI, BA-2 shall certify in writing to BA-1 that such PHI has been destroyed.

## **EXHIBIT D**

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4. **Indemnification; Limitation of Liability.** To the extent permitted by law, BA-2 shall indemnify, defend, and hold harmless BA-1 from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA-2 in connection with the representations, duties, and obligations of BA-2 under this Addendum. Any limitation of liability contained in the Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of the Addendum.

5. **Assistance in Litigation.** BA-2 shall make itself and any subcontractors, employees, and agents assisting BA-2 in the performance of its obligations under the Agreement or this Addendum available to BA-1, at no cost to BA-1, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against BA-1, its directors, officers, or employees based upon a claim of violation of HIPAA, the HITECH Act, or other state or federal laws related to security and privacy.

6. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this Addendum may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI. Upon the compliance date of any such applicable laws and regulations, this Addendum shall automatically be amended such that this Addendum remains in compliance with such laws and regulations.

7. **No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or this Addendum is intended to confer; nor shall anything herein confer upon any person other than BA-1, BA-2, and their respective successors or assigns; any rights, remedies, obligations or liabilities whatsoever.

8. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

9. **Regulatory References.** A reference in this Addendum to a section of any regulations means the section as in effect, or as amended, and for which compliance is required.

10. **Identity Theft Program Compliance.** To the extent that BA-1 is required to comply with the final rule entitled "Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transactions Act of 2003," as promulgated and enforced by the Federal Trade Commission (16 C.F.R. Part 681) (the "Red Flags Rule"); and that BA-2 is performing an

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activity in connection with one or more “covered accounts,” as that term is defined in the Red Flags Rule, pursuant to the Agreement; BA-2 shall establish and comply with its own reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, which shall be consistent with and no less stringent than those required under the Red Flags Rule or the policies and procedures of BA-1’s Red Flags Program. BA-2 shall provide its Services pursuant to the Agreement in accordance with such policies and procedures. BA-2 shall report any detected “red flags,” as that term is defined in the Red Flags Rule, to BA-1 and shall, in cooperation with BA-1, take appropriate steps to prevent or mitigate identity theft.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

BUSINESS ASSOCIATE 1

BUSINESS ASSOCIATE 2

By:\_\_\_\_\_

By:\_\_\_\_\_

Name: Kimberly Goll  
Title: President/CEO

Name:  
Title: Consultant

**AGREEMENT NO. PS-\_\_\_\_**  
**BETWEEN**  
**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**  
**AND**  
**[PROFESSIONAL]**

This **AGREEMENT** (“Agreement”), entered into as of the [day] day of [month], 2023 (“Date of Agreement”), is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“COMMISSION”), and [Professional’s name], a [describe business entity type] (“PROFESSIONAL”). This Agreement shall be administered by the President/CEO of COMMISSION or his or her authorized designee (“ADMINISTRATOR”).

**RECITALS**

**A.** In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Paragraph 130100, *et seq.* (as amended, the “Act”) implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the California Children and Families Commission (“First 5 California”), and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

**B.** COMMISSION is a publicly-funded organization that is responsible for allocating public funds to support the advancement and sustainability of a countywide early childhood development system. COMMISSION’s core business is to invest in systems of care and innovation to improve outcomes for children in Orange County by ensuring the proper, effective, and efficient use of public funds in these areas and to utilize subject matter experts to identify and implement strategies in early childhood health, education, and development programs.

**C.** COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children prenatal through five years of age as codified in the Act, which plan has been amended and as may be further amended, updated, or revised after the Date of Agreement (“Strategic Plan”).

**D.** On [date], [describe Commission action, President/CEO authority, or other authorization to enter into agreement].

**E.** COMMISSION desires to engage PROFESSIONAL, and PROFESSIONAL desires to accept the engagement, to perform certain technical, consulting, and professional services as set forth in the Scope of Services, attached as Exhibit B and fully incorporated by this reference, and to carry out the performance obligations promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement (“Professional Services” or “Services”).

**F.** PROFESSIONAL represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these Professional Services to COMMISSION and has agreed to provide such Professional Services as provided herein.



COMMISSION does not have the personnel or specialized technical expertise able to perform the Professional Services contracted for herein.

**NOW, THEREFORE**, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and PROFESSIONAL agree as follows:

**1. TERM OF AGREEMENT.** The term of this Agreement shall commence on [date] and terminate on [date] (“Term”), unless earlier terminated pursuant to the provisions of Paragraph 20 of this Agreement. PROFESSIONAL and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION’s Maximum Payment Obligation in this Agreement does not increase as a result.

**2. ALTERATION OF TERMS**

**2.1** This Agreement, together with and including any Exhibits, fully express all understandings of the parties and is the total Agreement between the parties as to the subject matter of the Agreement. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in the form of a written amendment to this Agreement executed by both parties. Notwithstanding the above, PROFESSIONAL and ADMINISTRATOR may mutually agree in writing to make modifications to the activities, tasks, deliverables, performance timeframes, payment intervals, percentage of Initial Payment(s), and the percentage of Retention Amount(s) as specified in this Agreement, including the Exhibits, provided any of the revisions do not alter the overall goals and basic purpose of the Agreement and do not increase COMMISSION’s Maximum Payment Obligation.

**2.2** The Scope of Services will be subject to a periodic review to determine consistency with the COMMISSION's strategic direction. Changes to level of Services set forth in the Scope of Services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide additional or less intensive Services, and increased focus on sustainability strategies. If PROFESSIONAL is unable to redirect its program to be consistent with this direction, COMMISSION may reduce Services to be provided by PROFESSIONAL under this Agreement.

**3. STATUS OF PROFESSIONAL - INDEPENDENT CONTRACTOR**

PROFESSIONAL is, and shall at all times remain, an independent contractor to COMMISSION in providing Professional Services for this Agreement. As a condition to commencing performance of any Professional Services for this Agreement and to be eligible for any compensation for Professional Services rendered, PROFESSIONAL shall execute an Acknowledgment of Independent Contractor Status, Exhibit A, attached hereto and fully incorporated by this reference. PROFESSIONAL is and shall remain wholly responsible for the manner in which it performs the Professional Services required by the terms of this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee (neither a contract nor regular employee), or principal and agent, between COMMISSION and PROFESSIONAL or any of PROFESSIONAL’s employees, subcontractors, or agents. PROFESSIONAL assumes exclusive responsibility for the acts of its employees, subcontractors, or agents as they relate to the Services to be provided during the Term of this Agreement and the course and scope of employment of any such employees, subcontractors, or agents. Neither PROFESSIONAL or its officials, officers, agents, employees, or subcontractors shall, in any respect whatsoever, be entitled to any rights or privileges of

COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which PROFESSIONAL shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, subcontractor, or volunteer of PROFESSIONAL (hereinafter referred to as “personnel”). PROFESSIONAL shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. PROFESSIONAL shall indemnify and hold harmless COMMISSION from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws. Should any of PROFESSIONAL's personnel or a state or federal agency allege claims against COMMISSION involving the status of COMMISSION as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, PROFESSIONAL shall defend and indemnify COMMISSION in relation to any allegations made and shall reimburse COMMISSION for any costs, including attorneys' fees, the COMMISSION incurs arising out of such claim or determination, including, but not limited to, any benefits COMMISSION is required to provide, or payroll taxes or workers' compensation claims it is required to pay, as well as for the payment of any penalties and interest.

#### **4. PROFESSIONAL DELEGATION AND ASSIGNMENT**

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by PROFESSIONAL either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by PROFESSIONAL without the prior written consent of ADMINISTRATOR. Any attempted assignment in violation of this paragraph shall be ineffective, null and void, and constitute a material breach of this Agreement entitling COMMISSION to any and all remedies at law or in equity, including termination of this Agreement.

#### **5. INDEMNIFICATION**

PROFESSIONAL agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, its Commissioners, officers, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION (together, “Claims”), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of PROFESSIONAL, its officers, employees, agents, or subcontractors in the performance of this Agreement.

**6. INSURANCE.** Without limiting PROFESSIONAL's liability for indemnification of COMMISSION as set forth in Paragraph 5 above, PROFESSIONAL shall obtain and maintain in effect, during the term of this Agreement, the following insurance coverage and provisions.

**6.1 Evidence of Coverage.** Prior to commencement of any Professional Services under this Agreement, PROFESSIONAL shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Paragraph 6 has been obtained and remains in force for the period required by this Agreement. A certified copy of the policy or policies

shall be provided by PROFESSIONAL upon request of ADMINISTRATOR at the address specified in Paragraph 19. Each policy shall meet the following requirements.

**6.1.1 Required Coverage Forms**

(a) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(b) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**6.1.2 Required Endorsements.** Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(a) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION and its elected and appointed officials, officers, employees, agents as Additional Insureds.

(b) A primary non-contributing endorsement evidencing that PROFESSIONAL's insurance is primary and any insurance or self-insurance maintained by the COMMISSION shall be excess and non-contributing.

**6.1.3 Notice of Cancellation or Change of Coverage Endorsement:** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the COI; or, ten (10) days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

**6.1.4 Separation Clause Endorsement:** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy).

**6.1.5 Termination of Insurance.** If insurance is terminated for any reason, PROFESSIONAL agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

**6.1.6 Qualifying Insurers.** All coverages shall be issued by insurance companies that must be:

(a) Rated A-:VIII or better or FPR Ratings of 9 through 7, and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States or ambest.com; or

(b) A company of equal financial stability that is approved by ADMINISTRATOR or his or her Risk Management designee; and

(c) Admitted in the State of California.

**6.1.7 Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR, or his or her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by PROFESSIONAL under this Agreement, including:

(a) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000. Such policy requires prior written approval of ADMINISTRATOR or his or her Risk Management designee.

(b) Any policy deductible or self-insured retention on automobile liability over \$5,000. Such requires prior written approval of ADMINISTRATOR or his or her Risk Management designee.

(c) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

**6.1.8 Subcontractor Insurance Requirements.** Should any of the Professional Services under this Agreement be provided by a subcontract, PROFESSIONAL shall require each subcontractor of any tier to provide the coverages mentioned in this Paragraph 6, or PROFESSIONAL may insure any subcontractor under its own policies.

**6.1.9 Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure “occurrence” rather than “claims made” coverage whenever possible. If coverage is written on a “claims made” basis, the COI shall clearly so state. In addition to coverage requirements above, each policy shall provide that:

(a) Policy retroactive date coincides with or precedes PROFESSIONAL’s start of work (including subsequent policies purchased as renewals or replacements).

(b) PROFESSIONAL will make every effort to maintain similar insurance during the required extended period of coverage following completion of the Professional Services, including the requirement of adding all additional insureds.

(c) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**6.2 Types of Insurance Policies/Coverages Required.** PROFESSIONAL shall provide insurance through a policy or policies with the following types and coverages, subject to the requirements of Paragraph 6.1 above.

**6.2.1 Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury, including death, and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(a) The coverage shall include:

6.2.1.1.1 Premises and Operations

6.2.1.1.2 Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate to be maintained for two (2) years following the end of the term of this Agreement.

6.2.1.1.3 Contractual Liability expressly including liability assumed under this Agreement, except such requirement does not apply to service contracts.

6.2.1.1.4 Personal Injury Liability.

**6.2.2 Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) CSL per occurrence and One Million Dollars (\$1,000,000) annual aggregate applicable to all owned, non-owned, and hired vehicles/watercraft.

**6.2.3 Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

**6.2.4 Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

**6.2.5 Professional Liability.** Coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) annual aggregate. If PROFESSIONAL's professional liability policy is a "claims made" policy, PROFESSIONAL shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

**6.3 Change in Coverage.** COMMISSION expressly retains the right to require PROFESSIONAL to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR, or his or her Risk Management designee, as appropriate to adequately protect COMMISSION. COMMISSION shall notify PROFESSIONAL in writing of changes in the insurance requirements. If PROFESSIONAL does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to PROFESSIONAL, and COMMISSION shall be entitled to all legal remedies.

**6.4 Duration of Insurance.** PROFESSIONAL shall maintain all coverage and insurance for the entire Term and for any extended period agreed upon within this Agreement.

**6.5 Maintain Records of Insurance Coverage.** PROFESSIONAL shall maintain records regarding all coverage and insurance for the Term of this Agreement and for any extended period agreed upon within this Agreement.

**6.6 Withhold Payment for Lack of Required Coverage.** COMMISSION reserves the right to withhold payments to PROFESSIONAL in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 6.

**6.7 Remedies for Failure to Provide or Maintain Required Insurance or Endorsements.** In addition to any other remedies COMMISSION may have if PROFESSIONAL or any subcontractor fails to provide or maintain any insurance required by this Paragraph 6 to the extent and within the time required in this Agreement, COMMISSION may, at its sole option:

**6.7.1** Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

**6.7.2** Order PROFESSIONAL and subcontractor to cease performance of the Professional Services or withhold any payment(s) which become due to PROFESSIONAL or subcontractor until PROFESSIONAL or subcontractor demonstrates compliance with the insurance requirements of this Agreement.

**6.7.3** Immediately and without further cause terminate this Agreement.

**6.8** Exercise of any of the above remedies are in addition any other remedies COMMISSION may have and are not the exclusive remedies for PROFESSIONAL's or a subcontractor's failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which PROFESSIONAL or any subcontractor may be held responsible for payments of damages to persons or property resulting from PROFESSIONAL's or subcontractors' performance under this Agreement.

## **7. RESPONSIBILITIES OF PROFESSIONAL**

**7.1 Scope of Services.** PROFESSIONAL shall provide the Professional Services set forth and described in the Scope of Services, Exhibit B. The Professional Services shall include PROFESSIONAL's proposal or bid, if any, which is incorporated herein by this reference. In the event of any inconsistency or conflicting terms between the proposal and this Agreement, the terms of this Agreement, inclusive of Exhibits, shall take precedence.

**7.2 Compliance with Law.** PROFESSIONAL shall provide all Professional Services rendered for this Agreement in accordance with all applicable federal and state laws, statutes and regulations, and local ordinances and resolutions.

**7.3 Standard of Performance.** PROFESSIONAL shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it, and any subcontractors it may engage, possess any and all licenses which are required to perform the Professional Services contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work, at PROFESSIONAL's sole cost and expense.

**7.4 Reserved.**

**7.5 No Supplanting Government Funds.** PROFESSIONAL shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. PROFESSIONAL shall not submit an invoice for payment from COMMISSION or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue.

## **8. REPORTING REQUIREMENTS**

**8.1 Reports.** Separate from any reports specified in the Scope of Services, Exhibit B, PROFESSIONAL shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Professional Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

**8.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.**

**8.2.1 County Requirements.** In order to comply with child support enforcement requirements of the County of Orange, PROFESSIONAL agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

**8.2.2 Failure to Comply Breach.** The failure of PROFESSIONAL to timely submit the data or certifications required by Subparagraphs 8.2.1(a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Orange or COMMISSION shall constitute grounds for termination of this Agreement.

**8.2.3 Use of Data Solely for Government Enforcement of Child Support Orders.** It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes.

**8.2.4 Exemptions.** Agreements with public entities shall be exempt from the requirements of Subparagraph 8.2. Agreements with non-profit organizations that have no owners shall be exempt from the requirements of Subparagraph 8.2.1(b) above.

**9. COMPENSATION**

**9.1 Maximum Payment Obligation.** The maximum payment obligation of COMMISSION to PROFESSIONAL for any and all Professional Services provided under this Agreement, including compensation for PROFESSIONAL's employees, agents, other personnel, and any approved subcontractor performing services under the Agreement, shall be \$[dollar amount] ("Maximum Payment Obligation"). The Schedule of Compensation, Exhibit C, attached hereto and fully incorporated by this reference, sets forth the schedule of compensation for the Professional



Services to be provided by PROFESSIONAL for this Agreement, including, without limitation, compensation for Services provided by any of PROFESSIONAL's employees, subcontractors, or other personnel.

**9.2 Installment Payments through Claims/Invoices.** Requests for payment for Professional Services within the Scope of Services, Exhibit B, and within the Schedule of Compensation, Exhibit C, may be submitted by monthly invoice for Services rendered under this Agreement during the prior month. Each invoice requesting installment payment for Professional Services shall be submitted on an invoice form approved by ADMINISTRATOR describing the Professional Services and performance tasks completed pursuant to the Scope of Services, Exhibit B for the applicable invoice period. Subject to submission of a correctly completed invoice by PROFESSIONAL, payment on each monthly invoice will be made by COMMISSION within a reasonable time period not more than thirty (30) days after receipt of an itemized and complete invoice form to the satisfaction of ADMINISTRATOR, including any supporting documentation, that may be reasonably requested or required by ADMINISTRATOR.

**9.3 Source of COMMISSION Funding.** PROFESSIONAL knowingly and expressly acknowledges and agrees that the funding provided pursuant to this Agreement is from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit B. To the extent any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes in funding allocations or changes to the Act, as elected by COMMISSION.

## **10. OVERPAYMENTS**

Any payment(s) made by COMMISSION to PROFESSIONAL in excess of that to which PROFESSIONAL is entitled under this Agreement shall be immediately due to COMMISSION and repaid by PROFESSIONAL. PROFESSIONAL shall remit payment within thirty (30) days of COMMISSION's request. PROFESSIONAL agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this paragraph.

## **11. CONFIDENTIALITY**

**11.1** PROFESSIONAL agrees to maintain, and to cause each of its employees, agents, and subcontractors rendering services on behalf of PROFESSIONAL to maintain, the confidentiality of any confidential records, information, program participant, or service recipient records made available pursuant to this Agreement in accordance with applicable federal and state laws and regulations and the Confidentiality and Data Sharing Protocol as adopted by COMMISSION, which is incorporated herein by this reference, as each currently exist or may hereafter be amended, and as may be required by any other funding source allocated through this Agreement. This paragraph shall apply to records maintained in any format, including any hard copies, electronic or computer-based data, and audio and video recordings. PROFESSIONAL shall include the confidentiality provisions in this Agreement in all subcontracts entered into for the performance of Services under this Agreement.

**11.2** PROFESSIONAL agrees to comply, and to require its employees, subcontractors, agents, and volunteers to comply, with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement, which is attached hereto as Exhibit D and incorporated into this Agreement by this reference.

## **12. POLITICAL ACTIVITY**

PROFESSIONAL agrees the compensation paid for Services provided for this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

## **13. MAINTENANCE AND INSPECTION OF RECORDS**

In accordance with generally accepted accounting principles, PROFESSIONAL and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the “records”) pertaining to the costs of and completion of Professional Services performed under this Agreement. COMMISSION, the State of California, First 5 California, and any of their authorized representatives shall have access to and the right to audit and reproduce any of PROFESSIONAL’s records regarding Professional Services provided under this Agreement. PROFESSIONAL shall maintain all such records for a period of at least three (3) years from the date of payment on the final invoice submitted to ADMINISTRATOR or three (3) years after all pending audits are completed, whichever occurs later. PROFESSIONAL agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from ADMINISTRATOR, and copies thereof shall be furnished if requested.

## **14. COPYRIGHT ACCESS**

COMMISSION and First 5 California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and hereafter, all material and work product, both tangible and intangible, developed under this Agreement including those materials covered by copyright.

## **15. OWNERSHIP OF MATERIALS**

Except as specifically provided in this Agreement, all materials produced by PROFESSIONAL, its employees, subcontractors, agents, or volunteers in the performance of this Agreement shall be and remain the property of COMMISSION without restriction or limitation upon their use or dissemination by COMMISSION. PROFESSIONAL may, however, make and retain such copies of said materials as PROFESSIONAL may desire. Originals materials shall be delivered to COMMISSION upon the termination of this Agreement or upon the earlier request of the ADMINISTRATOR. No materials may be reproduced without the express written consent of ADMINISTRATOR unless required by law.

## **16. PATENT AND COPYRIGHT INFRINGEMENT**

**16.1** In lieu of any other warranty by COMMISSION or PROFESSIONAL against patent or copyright infringement, statutory or otherwise, it is agreed that PROFESSIONAL shall defend at its expense any claim or suit against COMMISSION on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and PROFESSIONAL shall pay all costs and damages finally awarded in any such suit or claim, provided

that PROFESSIONAL is promptly notified in writing of the suit or claim and given authority, information, and assistance at PROFESSIONAL's expense for the defense of same. PROFESSIONAL will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by PROFESSIONAL when such use in combination infringes upon an existing U.S. letters patent or copyright.

**16.2** PROFESSIONAL shall not be obligated to indemnify COMMISSION under any settlement made without PROFESSIONAL's consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at PROFESSIONAL's expense. If the use or sale of said item is enjoined as a result of such suit or claim, PROFESSIONAL, at no expense to COMMISSION, shall obtain for COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

## **17. OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

**17.1 Non-liability of COMMISSION Officers and Employees.** No Commissioner, officer, or employee of COMMISSION shall be personally liable to PROFESSIONAL, or any successor in interest, in the event of any default or breach by COMMISSION, for any amount that may become due to PROFESSIONAL or to its successor, or for breach of any obligation of the terms of this Agreement.

**17.2 Conflict of Interest.** PROFESSIONAL covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of COMMISSION or which would in any way hinder PROFESSIONAL's performance of Services under this Agreement. PROFESSIONAL further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the COMMISSION. PROFESSIONAL agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of COMMISSION in the performance of this Agreement.

**17.3 Covenant against Discrimination.** PROFESSIONAL covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation in the performance of this Agreement.

## **18. KEY PERSONNEL**

Project partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the agency, are promoted, or are assigned to another office. The personnel may also be changed for other reasons with the express prior written permission of ADMINISTRATOR. However, in either case, ADMINISTRATOR reserves the right to accept or reject any or all replacements. Except as provided in this Agreement, PROFESSIONAL reserves the right to determine the assignment of its own employees to the performance of Professional Services under this

Agreement, but COMMISSION reserves the right in its sole discretion to exclude any employee from performing Services under this Agreement.

## 19. NOTICES

All notices, claims, correspondence, reports, and statements authorized or required by this Agreement shall be addressed as follows:

COMMISSION: Children and Families Commission of Orange County  
Contracts Manager  
1505 E. 17<sup>th</sup> Street, Suite 230  
Santa Ana, CA 92705

PROFESSIONAL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices shall be deemed effective when in writing personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and PROFESSIONAL may mutually agree in writing to change the addresses to which notices are sent.

## 20. RIGHTS OF TERMINATION

**20.1 Termination for Convenience by Commission.** COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to PROFESSIONAL. Upon receipt of a notice of termination for convenience, PROFESSIONAL shall immediately cease all Professional Services except such as may be specifically approved by ADMINISTRATOR or those Services reasonably necessary to effectuate the termination. PROFESSIONAL shall be entitled to compensation for all Services satisfactorily rendered prior to receipt of the notice of termination and for any Services authorized by the ADMINISTRATOR thereafter in accordance with the compensation provisions of this Agreement or such other arrangement for compensation approved in writing by the ADMINISTRATOR. COMMISSION shall be not liable for any claim of lost profits or damages arising out of such termination.

**20.2 Termination for Default of PROFESSIONAL.** COMMISSION may terminate this Agreement for cause due to the default by PROFESSIONAL in its performance obligations under this Agreement. Upon receipt of a notice of termination for cause, PROFESSIONAL shall immediately cease performance under this Agreement except as may be specifically approved by ADMINISTRATOR. COMMISSION may take over the work and prosecute the same to completion by contract or otherwise. PROFESSIONAL shall be liable to the extent that the total cost for completion of the Scope of Services, Exhibit B, required for this Agreement exceeds the Schedule of Compensation, Exhibit C, provided that COMMISSION shall use reasonable efforts to mitigate such damages. COMMISSION may withhold any payments to PROFESSIONAL for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement. The withholding or failure to withhold payments to PROFESSIONAL shall not limit PROFESSIONAL's liability for completion of the Professional Services as provided herein.

**20.2.1** Upon a default or breach by PROFESSIONAL, Administrator may, in his or her sole discretion, elect any or all of the following set forth in subsections (a) – (d) in addition to the termination provisions set forth in this Paragraph 20 and any other remedies available at law, in equity, or otherwise specified in this Agreement:

(a) Afford PROFESSIONAL a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure such breach and diligently pursue to completion the cure of such breach within thirty (30) days of date notice is mailed;

(b) Discontinue payment to PROFESSIONAL for and during the period in which PROFESSIONAL is in breach, which payment may not be entitled to later recovery;

(c) Offset against any monies billed by PROFESSIONAL but yet unpaid by COMMISSION those monies disallowed pursuant to the above paragraph; and

(d) Withhold from any monies payable to PROFESSIONAL sufficient funds to compensate COMMISSION for any losses, costs, liabilities, or damages it reasonably believes were suffered by COMMISSION due to the default of PROFESSIONAL in the performance of the Professional Services required by this Agreement.

## **21. ENFORCEMENT OF AGREEMENT**

**21.1 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, and PROFESSIONAL covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**21.2 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary such party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**21.3 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**21.4 Attorneys' Fees.** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

**22. COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed or electronically scanned signatures shall have the same force and effect as an original signature.

**23. PARTICIPATION IN COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM AND OTHER DATA SYSTEMS**

**23.1** COMMISSION may require PROFESSIONAL to utilize an evaluation and contracts management system or other data management system(s) (hereinafter collectively referred to as "Systems") as elected by COMMISSION and its ADMINISTRATOR, in his or her sole discretion, in the performance of Professional Services. The purposes for utilizing these Systems may include, but are not limited to, assisting COMMISSION with tracking, analyzing, and evaluating services provided by COMMISSION's funding recipients. PROFESSIONAL's participation in the Systems may result in PROFESSIONAL's access to individual client-shared data elements. PROFESSIONAL shall comply with the confidentiality provisions set forth in this Agreement and all applicable state and federal laws in the access to and use of client data.

**23.2** COMMISSION is the sole Licensee for any software or program hosting the Systems. Any copying, modification, merging, or deletion of software is prohibited. PROFESSIONAL agrees to honor the terms of the software license agreement between COMMISSION and the licensor and shall be solely responsible for any violations. PROFESSIONAL may not use the Systems for any personal, unlawful, or improper purpose. PROFESSIONAL further agrees to indemnify, defend, and hold harmless COMMISSION for any losses sustained by COMMISSION due to software license violations by PROFESSIONAL.

**24. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

**27. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

*[Signature blocks for Agreement on following pages]*

**IN WITNESS WHEREOF**, COMMISSION and PROFESSIONAL have caused this Agreement to be effective in the County of Orange, State of California on the date first above written.

**COMMISSION**

**CHILDREN AND FAMILIES COMMISSION OF  
ORANGE COUNTY, a public body and legal  
public entity**

By: \_\_\_\_\_  
Chair

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIR OF COMMISSION

By: \_\_\_\_\_  
Robin Stieler  
Clerk of the Commission

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: \_\_\_\_\_  
Cassie E. Trapesonian, Commission Counsel

**[Signature block for PROFESSIONAL on next page.]**

[Signature block continued from previous page.]

**PROFESSIONAL**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
**Signature**

Date: \_\_\_\_\_



## EXHIBIT A

### ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** ("Acknowledgment") is an exhibit and fully incorporated into that certain Agreement for provision of Professional Services ("Agreement") dated \_\_\_\_\_, 20\_\_ by and between **Children and Families Commission of Orange County** ("COMMISSION") and \_\_\_\_\_, a\_ \_\_\_\_\_ ("PROFESSIONAL"). This Acknowledgment is intended to define and affirm the relationship between COMMISSION and PROFESSIONAL as set forth in the Agreement. PROFESSIONAL has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. PROFESSIONAL on behalf of itself and each and every person acting by, through, or for PROFESSIONAL (together, "PROFESSIONAL"), is not an employee of COMMISSION.
2. PROFESSIONAL is an independent contractor to COMMISSION.
3. Because PROFESSIONAL is not an employee of COMMISSION, PROFESSIONAL is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.
4. PROFESSIONAL is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION's payroll as regular employees.
5. PROFESSIONAL is and shall remain ineligible for employment benefits provided to COMMISSION's regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified PROFESSIONAL as an independent contractor for tax or other purposes.
6. PROFESSIONAL hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.
7. PROFESSIONAL releases COMMISSION and its Commissioners, officers, board members, employees and agents (together, "COMMISSION") from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to PROFESSIONAL's acknowledgement, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.
8. In making this Acknowledgment and the release and waiver for this Agreement, PROFESSIONAL acknowledges it has been advised concerning the content and meaning or and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

PROFESSIONAL represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of PROFESSIONAL as an independent contractor, not an employee, of COMMISSION.

**PROFESSIONAL**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
**Signature**

Date: \_\_\_\_\_

## **EXHIBIT B**

### **SCOPE OF SERVICES**

PROFESSIONAL shall perform the Professional Services as described in this Exhibit B (Scope of Services) to this Agreement. PROFESSIONAL shall:

- 1. BACKGROUND**
- 2. SCOPE OF SERVICES**
- 3. STAFF**
- 4. WAIVER(S)**

**EXHIBIT C**  
**SCHEDULE OF COMPENSATION**

**1.     Payment**

PROFESSIONAL shall bill COMMISSION for Professional Services provided under this Agreement up to a Maximum Payment Obligation of \$\_\_\_\_\_. Services shall be billed monthly by invoice for performance tasks described in the Scope of Services, Exhibit B, and completed pursuant to the following compensation schedule:

- At an hourly rate of \$\_\_\_\_\_

**EXHIBIT D**  
**BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (“Addendum”) supplements and is made a part of Agreement \_\_\_\_\_ dated \_\_\_\_\_ (“Agreement”) by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“Business Associate 1” or “BA-1”), and \_\_\_\_\_ (“Business Associate 2” or “BA-2”). This Addendum is effective as of \_\_\_\_\_ (the “Addendum Effective Date”).

**ADDENDUM RECITALS**

A. This Addendum is made between two Business Associates to comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-191 (HIPAA) 2013 Omnibus Requirements under which BA-1 passes through all HIPAA restrictions and requirements to BA-2.

B. BA-1 wishes to disclose certain information to BA-2 pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

C. BA-1 and BA-2 intend to protect the privacy and provide for the security of PHI disclosed to BA-2 pursuant to the Agreement in compliance with HIPAA; the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”); and regulations promulgated thereunder by the U.S. Department of Health and Human Services (DHHS) (the “HIPAA Regulations”); and other applicable state and federal laws and regulations.

D. As part of the HIPAA Regulations, the Privacy Rule, and the Security Rule (defined below), BA-1 is required to enter into this Addendum that contains specific requirements with BA-2 prior to the disclosure of any PHI as set forth in Title 45 of the Code of Federal Regulations (C.F.R.) Sections 164.314(a), 164.502(e), and 164.504(e); applicable laws and regulations; and as provided in this Addendum.

NOW, THEREFORE, based on the Addendum Recitals, which are a substantive part of this Addendum, and agreed mutual consideration, BA-1 and BA-2 agree as follows:

**1. Definitions**

a. “Breach” shall have the meaning given to such term under HIPAA, the HIPAA Regulations, the HITECH Act, and as described in California Civil Code Section 1798.82.

b. “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including 45 C.F.R. Section 160.103.

c. “Covered Entity” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. “Data Aggregation” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.

e. “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. “Electronic Protected Health Information” (Electronic PHI) means Protected Health Information that is maintained in or transmitted by electronic media.

g. “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

h. “Health Care Operations” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. “HITECH Compliance Date” shall mean February 17, 2010, unless a separate effective date is specified by law for a particular requirement, in which case such effective date shall apply for that particular requirement.

j. “Privacy Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. “Protected Health Information” (PHI) means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information.

l. “Protected Information” shall mean PHI provided by BA-1 to BA-2 or created or received by BA-2 on BA-1’s behalf.

m. Any use of the phrase “required by law” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including 45 C.F.R. Section 160.103.

n. “Security Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

## **EXHIBIT D**

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o. “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## **2. Obligations of Business Associate 2**

a. Permitted Uses. BA-2 shall not use Protected Information except for the purpose of performing BA-2’s obligations under the Agreement and as permitted under the Agreement and this Addendum. Further, BA-2 shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by BA-1. However, BA-2 may use Protected Information (i) for the proper management and administration of BA-2, (ii) to carry out the legal responsibilities of BA-2, or (iii) for Data Aggregation purposes for the Health Care Operations of BA-1.

b. Permitted Disclosures. BA-2 shall not disclose Protected Information except for the purpose of performing BA-2’s obligations under the Agreement and as permitted under the Agreement and this Addendum. BA-2 shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by BA-1. However, BA-2 may disclose Protected Information (i) for the proper management and administration of BA-2, (ii) to carry out the legal responsibilities of BA-2, (iii) as required by law, or (iv) for Data Aggregation purposes. If BA-2 discloses Protected Information to a third party, BA-2 must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential, as provided pursuant to this Addendum, and only disclosed as required by law or for the purposes for which it was disclosed to such third party and (ii) a written agreement from such third party to immediately notify BA-2 of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach.

c. Prohibited Uses and Disclosures under HITECH. Notwithstanding any other provision in this Addendum, no later than the HITECH Compliance Date, BA-2 shall comply with the following requirements: (i) BA-2 shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with the requirements of 42 United States Code (U.S.C.) Section 17936; (ii) BA-2 shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates, pursuant to 42 U.S.C. Section 17935(a); and (iii) BA-2 shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of BA-1 and as permitted by the HITECH Act and 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by BA-1 to BA-2 for Services provided pursuant to the Agreement.

d. Appropriate Safeguards. BA-2 shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by the Agreement or this Addendum. BA-2 further agrees to use administrative,

### **EXHIBIT D**

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physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. No later than the HITECH Compliance Date, BA-2 shall comply with each of the requirements of 45 C.F.R. Sections 164.308, 164.310, and 164.312 and the policies, procedures, and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. To the extent that BA-2 creates, maintains, receives, or transmits Electronic PHI on behalf of BA-1, BA-2 shall implement the safeguards required by paragraph 2.c above with respect to Electronic PHI.

e. Mitigation. BA-2 agrees to mitigate, to the extent practicable, any harmful effect that is known to BA-2 of a use or disclosure of PHI in violation of this Addendum.

f. Reporting of Improper Access, Use, or Disclosure. BA-2 shall, following the discovery of any Breach of Unsecured PHI; Security Incident, as defined in the Security Rule; and/or any actual or suspected access, use, or disclosure of Protected Information not permitted by the Agreement or this Addendum or applicable law; notify BA-1 in writing of such breach or disclosure without unreasonable delay and in no case later than three (3) business days after discovery. BA-2 shall take prompt corrective action in addition to any action required by applicable state or federal laws and regulations relating to such disclosure. BA-2 agrees to pay the actual costs incurred by BA-1 to provide required notifications and any associated costs incurred by BA-1, such as credit monitoring for affected patients, and including any civil or criminal monetary penalties or fines levied by any federal or state authority having jurisdiction if BA-1 reasonably determines that the nature of the breach warrants such measures.

g. Subcontractors and Agents of Business Associate 2. BA-2 shall ensure that any agents or subcontractors to whom it provides Protected Information agree in writing to the same restrictions and conditions that apply to BA-2 with respect to such PHI.

h. Access to Protected Information. To the extent BA-2 maintains a Designated Record Set on behalf of BA-1, BA-2 shall make Protected Information maintained by BA-2 or its agents or subcontractors in Designated Record Sets available to BA-1 for inspection and copying within five (5) days of a request by BA-1 to enable BA-1 to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524. No later than the HITECH Compliance Date, if BA-2 maintains an Electronic Health Record, BA-2 shall provide such information in electronic format to enable BA-1 to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

i. Amendment of PHI. To the extent BA-2 maintains a Designated Record Set on behalf of BA-1, within thirty (30) days of receipt of a request from BA-1 or an individual for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA-2 or its agents or subcontractors shall make any amendments that BA-1 directs or agrees to in accordance with the Privacy Rule.

j. Accounting Rights. Within thirty (30) days' written notice by BA-1 of a request for an accounting of disclosures of Protected Information, BA-2, its agents, and/or subcontractors shall make available to BA-1 the information required to provide an accounting of

#### **EXHIBIT D**

Page 4 of 7



disclosures to enable BA-1 to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528 and its obligations under the HITECH Act including, 42 U.S.C. Section 17935(c), as determined by BA-1. The provisions of this subparagraph 2.j shall survive the termination of this Addendum.

k. Governmental Access to Records. BA-2 shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to BA-1 and to the Secretary of DHHS (the “Secretary”), or Secretary’s designated representative, for purposes of determining BA-2’s compliance with the Privacy Rule.

l. Minimum Necessary. No later than the HITECH Compliance Date, BA-2 and its agents and subcontractors shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. BA-2 understands and agrees that the definition of “minimum necessary” may change from time to time, and BA-2 shall keep itself informed of any guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

m. Compliance with Laws. BA-2 shall comply with all applicable state and federal privacy and security laws, including, but not limited to, HIPAA, the HIPAA Regulations, HITECH, and California Civil Code Section 1798.82, as each may be amended from time to time.

### 3. **Termination**

a. Material Breach by BA-2. A breach by BA-2 of any provision of this Addendum, as determined by BA-1, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding, with or without an opportunity to cure the breach. If termination of the Agreement is not feasible, BA-1 will report the problem to the DHHS Secretary.

b. Material Breach by BA-1. As of the HITECH Compliance Date, pursuant to 42 U.S.C. Section 17934(b), if BA-2 knows of a pattern of activity or practice of BA-1 that constitutes a material breach or violation of BA-1’s obligations under the Agreement, this Addendum, or other arrangement, then BA-2 must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA-2 must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the DHHS Secretary.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA-2 shall, at the option of BA-1, return or destroy all Protected Information that BA-2 or its agents or subcontractors maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by BA-1, BA-2 shall continue to extend the protections of Section 2 of this Addendum to such information and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If BA-1 elects destruction of the PHI, BA-2 shall certify in writing to BA-1 that such PHI has been destroyed.

## **EXHIBIT D**

Page 5 of 7

4. **Indemnification; Limitation of Liability.** To the extent permitted by law, BA-2 shall indemnify, defend, and hold harmless BA-1 from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA-2 in connection with the representations, duties, and obligations of BA-2 under this Addendum. Any limitation of liability contained in the Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of the Addendum.

5. **Assistance in Litigation.** BA-2 shall make itself and any subcontractors, employees, and agents assisting BA-2 in the performance of its obligations under the Agreement or this Addendum available to BA-1, at no cost to BA-1, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against BA-1, its directors, officers, or employees based upon a claim of violation of HIPAA, the HITECH Act, or other state or federal laws related to security and privacy.

6. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this Addendum may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI. Upon the compliance date of any such applicable laws and regulations, this Addendum shall automatically be amended such that this Addendum remains in compliance with such laws and regulations.

7. **No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or this Addendum is intended to confer; nor shall anything herein confer upon any person other than BA-1, BA-2, and their respective successors or assigns; any rights, remedies, obligations or liabilities whatsoever.

8. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

9. **Regulatory References.** A reference in this Addendum to a section of any regulations means the section as in effect, or as amended, and for which compliance is required.

10. **Identity Theft Program Compliance.** To the extent that BA-1 is required to comply with the final rule entitled "Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transactions Act of 2003," as promulgated and enforced by the Federal Trade Commission (16 C.F.R. Part 681) (the "Red Flags Rule"); and that BA-2 is performing an

#### **EXHIBIT D**

Page 6 of 7

activity in connection with one or more “covered accounts,” as that term is defined in the Red Flags Rule, pursuant to the Agreement; BA-2 shall establish and comply with its own reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, which shall be consistent with and no less stringent than those required under the Red Flags Rule or the policies and procedures of BA-1’s Red Flags Program. BA-2 shall provide its Services pursuant to the Agreement in accordance with such policies and procedures. BA-2 shall report any detected “red flags,” as that term is defined in the Red Flags Rule, to BA-1 and shall, in cooperation with BA-1, take appropriate steps to prevent or mitigate identity theft.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

BUSINESS ASSOCIATE 1

By:\_\_\_\_\_

Name: Kimberly Goll  
Title: President/CEO

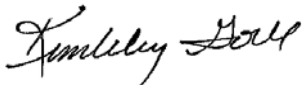
BUSINESS ASSOCIATE 2

By:\_\_\_\_\_

Name:  
Title: Professional

**DATE:** March 27, 2023

**TO:** First 5 Orange County

**FROM:** Kimberly Goll, President/CEO 

**ACTION:** Adopt Revised Fiscal Year 2023-2024 Employer and Employee Retirement Contribution Rates as Established and Adopted by the Orange County Employees Retirement System

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**SUMMARY:**

First 5 Orange County is a participant of the Orange County Employees Retirement System (OCERS). This item requests approval for the revised employer and employee retirement contribution rates as required by Assembly Bill 538 (effective January 1, 2006).

**DISCUSSION:**

In December 2022, the Commission approved the original OCERS established employer and employee contribution rates. On February 21, 2023, the OCERS Board of Trustees adopted revised employer and employee retirement contribution rates for Fiscal Year 2023-2024. The change in rates will be applied to Rate Group 2, Plan U on a go forward basis. The reason for the change is the result of 2022 negotiations between the Superior Court of California, County of Orange and Orange County Employees Association.

First 5 Orange County employees fall within two OCERS retirement plans. Plan J includes retirement system members who started employment before January 1, 2013. Plan U includes all members starting after January 1, 2013.

**Employer and Employee Contributions**

The revised contribution rates (Attachment 1) consist of two components: the Normal Retirement Rate which covers retirement costs going forward; and the Unfunded Accrued Actuarial Liability (UAAL) rate which covers retroactive retirement costs. There are no changes to the previously approved rates for Plan J. The Plan U normal rate has been revised by +.90% for the Employer rate and +.53% for the Employee rate, based on the average entry age of 28.

**STRATEGIC PLAN & FISCAL SUMMARY:**

The Fiscal Year 2023-2024 retirement contribution rate schedule recommended and adopted by OCERS has been reviewed in relation to the Strategic Plan and is consistent with prior practice and supports all goal areas of the Strategic Plan. The Fiscal Year 2023-2024 retirement contribution rates will be incorporated into the Fiscal Year 2023-2024 budget.

**PRIOR COMMISSION ACTIONS:**

- December 2022 – Adopted implementation of employer and employee retirement contribution rates as recommended and adopted by OCERS for FY 2023-2024

- October 2017 – Authorized payment of the Children and Families Commission of Orange County's Unfunded Actuarial Accrued Liability to OCERS in an amount not to exceed \$1,800,000.

**RECOMMENDED ACTION:**

Adopt revised Fiscal Year 2023-2024 employer and employee retirement contribution rates as established and adopted by the Orange County Employees Retirement System (OCERS) on February 21, 2023.

**ATTACHMENT:**

1. Revised Fiscal Year 2023-2024 Orange County Employees Retirement System (OCERS) Employer/Employee Contribution Rates

**CONTACT:** Michael Garcell



**\*\* Revised 2/21/23 \*\***

**Orange County Children and Families Commission  
Employer / Employee Contribution Rates  
Effective Pay Period 15, June 30, 2023**

<u><b>Employer Contribution Rates</b></u>			
<b>Rate Group</b>	<b>Plan</b>	<b>Rate</b>	
<b>#2</b>	<b>J (General)</b>	<b>Normal</b>	14.67%
		<b>UAAL</b>	<u>3.50%</u>
		<b>Total</b>	<b>18.17%</b>
<b>#2</b>	<b>U – PEPRA</b>	<b>Normal</b>	9.17%
		<b>UAAL</b>	<u>3.50%</u>
		<b>Total</b>	<b>12.67%</b>

**\*Reverse Pickups:**

OCCFC bargaining units under the 2.7% at 55 plans are subject to an employee-paid reverse pickup which has not been accounted for in the employer rate above. Any reverse pickup arrangements are between the employer and employee bargaining units. The reverse pickup rate schedule is available online at:

<https://www.ocers.org/sites/main/files/file-attachments/reversepickups.pdf>

<u><b>Employee Contribution Rates</b></u>		
<b>Entry Age</b>	<b>Plan J (2.7% @ 55)</b>	<b>PEPRA</b>
		<b>Plan U (2.5% @ 67)</b>
15	9.98%	7.49%
16	9.98%	7.49%
17	10.15%	7.16%
18	10.33%	6.81%
19	10.51%	6.93%
20	10.70%	7.06%
21	10.89%	7.18%
22	11.08%	7.31%
23	11.27%	7.44%
24	11.47%	7.58%
25	11.67%	7.71%
26	11.88%	7.85%
27	12.09%	7.99%
28	12.30%	8.13%
29	12.52%	8.27%
30	12.75%	8.42%
31	12.98%	8.57%
32	13.21%	8.72%
33	13.45%	8.87%
34	13.70%	9.03%
35	13.95%	9.19%
36	14.21%	9.35%
37	14.48%	9.52%
38	14.73%	9.69%



**\*\* Revised 2/21/23 \*\***

**Orange County Children and Families Commission  
Employer / Employee Contribution Rates  
Effective Pay Period 15, June 30, 2023  
(continued)**

**Employee Contribution Rates  
(continued)**

<b>Entry Age</b>	<b>Plan J (2.7% @ 55)</b>	<b>PEPRA</b>
		<b>Plan U (2.5% @ 67)</b>
39	14.98%	9.86%
40	15.23%	10.04%
41	15.47%	10.22%
42	15.72%	10.40%
43	15.97%	10.59%
44	16.23%	10.78%
45	16.47%	10.98%
46	16.68%	11.18%
47	16.83%	11.39%
48	16.92%	11.61%
49	16.91%	11.83%
50	16.80%	12.04%
51	16.56%	12.25%
52	16.20%	12.46%
53	16.73%	12.66%
54	17.28%	12.87%
55	17.28%	13.08%
56	17.28%	13.31%
57	17.28%	13.52%
58	17.28%	13.70%
59	17.28%	13.85%
60	17.28%	13.94%
61	17.28%	13.96%
62	17.28%	13.91%
63	17.28%	13.77%
64	17.28%	13.57%
65	17.28%	14.01%
66 and thereafter	17.28%	14.47%

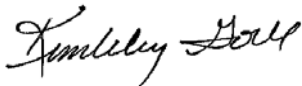
Average entry age and discounted percentages applicable to employee contributions paid under Section 31581.1 are:

<b>Rate Group</b>	<b>Plan</b>	<b>Discounted Percentage</b>	<b>Average Entry Age</b>
<b>#2</b>	<b>Plan J (General)</b>	99.01%	28

**Agenda Item 5**  
**April 5, 2023**

**DATE:** March 24, 2023

**TO:** First 5 Orange County

**FROM:** Kimberly Goll, President/CEO 

**ACTION:** Conduct Public Hearing and Receive the First 5 California 2021-2022 Annual Report

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**SUMMARY:**

First 5 Orange County is required to conduct a public hearing to receive First 5 California's Annual Report. This item is to conduct the Public Hearing to receive the Fiscal Year 2021-2022 First 5 California Annual Report.

**DISCUSSION:**

The Children and Families Act of 1998 requires the State Children and Families Commission (First 5 California) to submit an annual report to the Governor and Legislature by January 31 of each year. The report includes a comprehensive review of First 5 California progress and a review and summary of the 58 county commissions' work. Each county commission is then required to conduct a public hearing on First 5 California's Annual Report and provide opportunities for public comment.

Over the past 20 years, county commissions have produced annual reports to document the variety of programs, services, and other accomplishments that have helped support the healthy development of young children. These reports are submitted to First 5 California for analysis and consolidation. First 5 California produces an annual report that provides information on both the county and state programs, and fiscal data.

The annual report includes information on the First 5 California program investments and the total number of services provided to children and families by First 5 California and the 58 county commissions, along with expenditures. In Fiscal Year 2021-2022, 594,397 services were provided to California children, and over 803,055 services were provided to adults. Of the total \$370 million in expenditures, \$277 million was focused on the three result areas of Improved Child Health (39%), Improved Family Functioning (34%), and Improved Child Development (27%). The fourth result area was Improved Systems of Care.

Other highlights from the First 5 California 2021-2022 Annual Report include accomplishments and collaborations at both state and local levels.

New investments include:

- \$3 million to support refugee families with young children ages 0 to 5 resettling in counties across the state
- \$4.5 million to support the First 5 California's Strategic Plan, North Star, and Children's Policy Agenda in the areas of advocacy and policymaker education capacity, strategic partnerships and coalitions, policy development, and public policy research and education



- \$18 million to launch an early literacy program to provide ongoing support for book distribution and literacy programs for California's youngest children, their families, and communities

In addition to new investments approved in FY 2021-2022, several investments approved in FY 2020-2021 continued to be implemented this year:

- IMPACT 2020 continued expanding innovative approaches to quality improvement and professional development systems for early learning and care providers. Funding supported access to Quality Counts California services and supports for a record 9,139 sites across the state
- First 5 California's Dual Language Learner Pilot (DLL), a historic \$20 million investment to identify effective, scalable, and sustainable DLL practices in diverse early learning and care settings, sunset at the end of this fiscal year. The pilot uplifted bright spots and exemplary strategies to support DLLs and their families
- Two efforts to promote effective home visiting expansion and coordination continued with the conclusion of the Home Visiting Workforce Study and subsequent findings and policy recommendations, as well as continued county coordination and technical assistance to 50 counties to achieve coordination goals
- Two additional rounds of emergency supplies distribution across the state to children and families who have been negatively and financially impacted by COVID-19, including adult face masks, disposable gloves, disinfectant cleaner, diapers, and baby wipes
- First 5 California kicked off its new media campaign. Building on the success of Talk. Read. Sing.®, our public education campaign will be focused on Adverse Childhood Experiences and ways to mitigate its impact on early childhood development

Locally, each county commission was provided the opportunity to highlight several significant accomplishments achieved during Fiscal Year 2021-2022. Attachment 1 includes an excerpt from the state report including the introductory message from First 5 California's Executive Director as well as First 5 Orange County's highlights.

#### **STRATEGIC PLAN & FISCAL SUMMARY:**

The recommended action has been reviewed in relation to the Strategic Plan and is consistent with all goal areas. This agenda item does not include a funding request.

#### **PRIOR COMMISSION ACTIONS:**

- April 2022 – Conducted the Public Hearing to receive and file the First 5 California 2020-2021 Annual Report and Audit Results Excerpts
- April 2021 – Conducted the Public Hearing to receive and file the First 5 California 2019-2020 Annual Report and Audit Results Excerpts

#### **RECOMMENDED ACTIONS:**

1. Conduct the Public Hearing.
2. Receive the First 5 California 2021-2022 Annual Report.

#### **ATTACHMENT:**

First 5 California 2021-2022 Annual Report Excerpt

**CONTACT:** Michael Garcell

FIRST 5 CALIFORNIA

# 2021-22 Annual Report



# Message from First 5 California

As we continue to move through the challenges of the past few years, we're deeply inspired by the progress made to create meaningful impact in the lives of our state's youngest children and their families. This progress came to fruition through the hard work of California's communities, children and their families, as well as the unwavering commitment and support of the Governor, the Legislature, local First 5 county commissions, and partners.

In addition to support from key stakeholders, strong collaboration, especially between state agencies is an essential aspect of our work. Working with agency partners we have deepened our resolve and commitment to implementing our 2019-24 Strategic Plan and are reinvigorated by the clarity of the newly adopted North Star Statement and Audacious Goal. This clarity and cross agency collaborations will help us create the conditions for more trauma-informed, healing-centered, and culturally responsive systems to support the needs of our diverse children, families, and communities.

First 5 California's 2021-22 Annual Report highlights some of these collaborations and our accomplishments at both the state and local levels to help us continue to lay foundational investments that help children thrive.

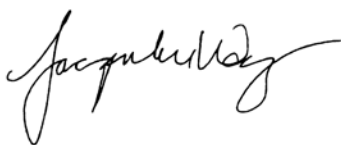
New investments include:

- \$3 million to support refugee families with young children ages 0 to 5 resettling in counties across the state
- \$4.5 million to support the F5CA's Strategic Plan, North Star, and Children's Policy Agenda in the areas of advocacy and policymaker education capacity, strategic partnerships and coalitions, policy development, and public policy research and education
- \$18 million to launch an early literacy program to provide ongoing support for book distribution and literacy programs for California's youngest children, their families and communities

In addition to new investments approved in FY 2021-22, several investments approved in FY 2020-21 continued to be implemented this year:

- IMPACT 2020 continued expanding innovative approaches to quality improvement and professional development systems for early learning and care providers. Funding supported access to Quality Counts California services and supports for a record 9,139 sites across the state
- F5CA's Dual Language Learner Pilot (DLL), a historic \$20 million investment to identify effective, scalable, and sustainable DLL practices in diverse early learning and care settings, sunset at the end of this fiscal year. The pilot uplifted bright spots and exemplary strategies to support DLLs and their families
- Two efforts to promote effective home visiting expansion and coordination continued with the conclusion of the Home Visiting Workforce Study and subsequent findings and policy recommendations, as well as continued county coordination and technical assistance to 50 counties to achieve coordination goals
- Two additional rounds of emergency supplies distribution across the state to children and families who have been negatively and financially impacted by COVID-19, including adult face masks, disposable gloves, disinfectant cleaner, diapers, and baby wipes
- F5CA kicked off its new media campaign. Building on the success of *Talk. Read. Sing.*®, our public education campaign will be focused on Adverse Childhood Experiences and ways to mitigate its impact on early childhood development

Finally, it is with deep pride and appreciation that we honor the work of former Chair Nadine Burke Harris M.D., outgoing First 5 California Executive Director Camille Maben, and long-time Commissioner Molly Munger, all phenomenal leaders who dedicated their entire careers to improving the lives of others. Their unrelenting fight for children over the last several decades continues to lay the foundation for our future. It is in this spirit that First 5 California will continue to ensure that the voices of our youngest children are top of mind and that we hold space to address systemic inequity with a deepened commitment to Race, Equity, Diversity and Inclusion in all that we do.



JACKIE THU-HUONG WONG  
EXECUTIVE DIRECTOR, FIRST 5 CALIFORNIA



GIANNINA PEREZ  
CHAIR, CALIFORNIA CHILDREN AND FAMILIES COMMISSION



# Ensuring California Children Receive the Best Start in Life

## PROPOSITION 10 AND THE LEGACY OF FIRST 5 CALIFORNIA

In 1998, California voters passed Proposition 10—the California Children and Families Act (the Act)—and declared the importance of investing in a better future for California's youngest children. For over two decades, the California Children and Families Commission (First 5 California) has invested in the development of programs, services, and systems emphasizing improvement in early care and education, child health and development, family resiliency, research, and community awareness.

## BUILDING PUBLIC WILL AND INVESTMENT

First 5 California's Children's State Policy Agenda guides the agency's efforts to advocate for the strong start all children deserve, with an emphasis on optimizing early childhood development and reducing childhood poverty for children prenatal through age 5 and their families. The Policy Agenda reflects First 5 California's commitment in its Strategic Plan to participate and lead in the area of civic engagement, and the recognition of the Commission's responsibility to the people of California to ensure the wise and effective use of public funds.

In its 2019–2024 Strategic Plan, First 5 California continues its commitment to engage and lead in building public will and investment to support the optimal wellbeing and development of children prenatal through age 5, and their families and communities. The Strategic Plan also recognizes First 5 California must engage in partnerships with First 5 county commissions, stakeholders, and other allies from local to federal levels in order to be successful in institutionalizing efforts that

advance child-centered policies and increase these crucial investments.

First 5 California serves as a leader and partner in state policy conversations, collaborating with First 5 county commissions, state agencies, stakeholders, and other advocates to convene, align, support, and strengthen statewide advocacy efforts to realize shared goals. First 5 California continued to expand its policy and advocacy engagement in fiscal year 2021–22, guided by its Policy Agenda. The Policy Agenda is focused on the following four areas the Commission identified as its top state policy priorities, including targeted goals within each priority area to achieve a seamless statewide system of integrated and comprehensive programs for children and families:

### Resilient Families and Communities

- Support multi-generational economic security and inter-generational wealth building policies including paid family leave, tax credits and incentives, fee and fine elimination, universal basic income, children's savings accounts, banking and lending access, and home ownership pathways
- Support effective parent education and engagement, including parent engagement on child brain development, early literacy, and safe, stable, nurturing relationships and environments
- Expand access to family strengthening supports including voluntary home visiting programs, doula services, breastfeeding resources, and a fair work week
- Support sustainability of Family Resource Centers and other comprehensive community hubs for integrated services for children and families



- Ensure digital equity for all families across family serving systems

## Child Health

- Expand children and families' access to health care, including mental and behavioral health, and support coordination across health systems to ensure affordable and comprehensive health insurance coverage and services for every child and mother, prenatal through age 5
- Support and promote universal health, developmental, behavioral, and adverse childhood experiences (ACEs) screenings, linkages to appropriate, evidence-based interventions and services, and seamless coordination across systems to improve outcomes for children and families

## Early Learning

- Expand access to safe, quality early care and education programs for children ages 0 to 3
- Support implementation of safe, high-quality mixed-delivery preschool and care for all low-income three- and four-year-old children that meets families' diverse needs, and a safe, high-quality transition to kindergarten statewide
- Support a healthy, safe, and high-quality early learning workforce through professional compensation, stability, diversity, health and safety policies and supports, and robust professional development systems
- Promote statewide access to and participation in quality improvement systems that serve provider and parent needs
- Define, measure, and achieve school readiness for all California children



## Revenue

- Promote inclusion of funding that provides targeted universal access to key child- and family-serving programs
- Promote inclusion of funding for children prenatal to age 5 and their families in existing and new revenue policy proposals and new tax funding structures
- Promote regulation of tobacco-related products, including electronic cigarettes, and sustainability of licensing and enforcement programs

## ACCOUNTABILITY: FUNDING AND AUDIT RESULTS

Under the California Children and Families Act, the California Department of Tax and Fee Administration collects an excise tax levied on all tobacco products and deposits the revenue into the California Children and Families Trust Fund, allocating 20 percent to First 5 California and 80 percent to county commissions. In FY 2021–22, First 5 California received \$77.3 million, and county commissions received \$306.2 million. This amount includes Proposition 10, Proposition 56 Backfill, and interest earned on the California Children and Families Trust Fund. The amount of funding allocated annually to each county commission is based on the annual number of births in the county relative to the total number of births in the state. Each county must prepare an independent annual audit subject to guidelines prepared by the State Controller's Office. The counties invest their dollars in locally designed programs, as well as in First 5 California's statewide programs as match funding. First 5 county commissions use their funds to support local programs in four result areas:

- Improved Family Functioning
- Improved Child Development
- Improved Child Health
- Improved Systems of Care

First 5 California's Program Management Division and Administrative Services, Evaluation, Executive Communications, External and Governmental Affairs, Fiscal Services, Contracts and Procurement, and Information Technology offices provide staff support for the following functions, operations, and systems:

- Fiscal management of the California Children and Families Trust Fund
- Tax revenue disbursements to county commissions
- Audits and annual fiscal reports
- Local agreement and program disbursement management

- Public education and outreach
- Evaluation of First 5 California programs
- Procurement and contract management
- Workforce recruitment and development
- Information technology
- Business services
- Legislative advocacy efforts

The administration of these and other programs is consistent with all applicable State and Federal laws, rules, and regulations. The State Controller's Office conducts an annual review of the 58 county commissions' independent audits. In November 2022, the Controller published its review of the counties' audits for FY 2020–21, summarizing several findings contained in the local audits, but did not deem any of them significant enough to withhold funding. Audits can be viewed on First 5 California's website at <https://www.cafc.ca.gov/about/budget.html>.

## LEGISLATIVE AND BUDGET ENGAGEMENT

As First 5 California embarked in advocating for trauma-informed, healing-centered, and culturally responsive systems that promote the safe, stable, nurturing relationships and environments necessary to eliminate inequities and ensure health development for all children, it provided an opportunity to solidify and establish new partnerships in First 5 California's public policy engagement around the following four policy categories:

- Resilient families and communities
- Child health
- Early learning
- Revenues

The 2022 administrative, budget, and legislative season provided historic investments to support the needs of children and families centered on economic stability and health access necessary to combat the continued effects of the COVID-19 pandemic. Through a robust advocacy campaign and strong partnerships, significant state funding support was included in the 2022 State Budget Act focused on whole child, whole family initiatives aimed at addressing rising inflation costs impacting disadvantaged communities. Successes included the expansion of the Young Child Tax Credit and the extension

of both the Foster Youth Tax Credit and California Earned Income Tax Credit. Additionally, there were investments to child and youth behavioral health support and prenatal/postpartum programs supporting the use of doulas and community health workers. Other investments impacted the early learning mixed-delivery system and included:

- Phased-in implementation of new preschool and transitional kindergarten classes
- One-year waiver of family fees for child care and state preschool programs
- Establishment of Baby Bonds through the Hope for Children Act

On the legislative front, First 5 California co-sponsored and partnered with over 450 organizations on SB 951 authored by California State Senator Durazo, to increase wage replacement rates for paid family leave (PFL) and state disability program (SDI) to 90% for lower wage earners by January 1, 2025. On September 30, 2022, Governor Gavin Newsom signed SB 951 into law, a significant achievement that will resonate throughout California's lower-income families.

First 5 California was active in federal advocacy efforts in addition to State advocacy efforts by supporting the authorization of extending the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) via the Continuing Resolution, and avoiding a funding lapse.

Lastly, First 5 California engaged with California's Congressional leaders to educate them on the State's pressing need to stabilize funding supports for whole child, whole family, whole community efforts in child care; early learning workforce and infrastructure; behavioral health funding; and maternal and child health.





*Vision: California's children receive the best possible start in life and thrive.*

## 2022 CHILDREN'S POLICY AGENDA

First 5 California will advocate for the trauma-informed, healing-centered, and culturally responsive systems that promote the safe, stable, nurturing relationships and environments necessary to eliminate inequities and ensure healthy development for all children.

RESILIENT FAMILIES AND COMMUNITIES	
Support multi-generational economic security and inter-generational wealth building policies including paid family leave, tax credits and incentives, fee and fine elimination, universal basic income, children's savings accounts, banking and lending access, and home ownership pathways.	<b>Progress made:</b> <ul style="list-style-type: none"> <li>Expand the existing Young Child Tax Credit and Foster Youth Tax Credit (2022–23 Budget).</li> <li>Support establishment of CalKIDS Program to open college savings accounts for all California newborns and provides extra funding for low-income first graders and provide information through F5CA communication systems (2022–23 Budget).</li> <li>Enactment of SB 951 by Senator Durazo to support increase wage replacement rates for PFL and SDI to 90% of lower wage workers by January 1, 2025.</li> <li>Enactment of AB 2300 by Assemblymember Kalra to add PFL benefits to those benefits included as disability-based unearned income for the California Work Opportunity and Responsibility to Kids (CalWORKs) program and exempts a recipient receiving PFL from CalWORKs aid time limits.</li> </ul>
Support effective parent education and engagement, including parent engagement on child brain development, early literacy, and safe, stable, nurturing relationships and environments.	<b>Progress made:</b> <ul style="list-style-type: none"> <li>Provide \$10 million to the Department of Public Health and First 5 California to provide books for low-income children, to be encumbered or expended until June 30, 2025 (2022–23 Budget).</li> </ul>
Expand access to family strengthening supports including voluntary home visiting programs, doula services, breastfeeding resources, and a fair work week.	<b>Progress made:</b> <ul style="list-style-type: none"> <li>Provide funding support for doula services in Medi-Cal, \$25 million annually to expand the California's Home Visiting Program, and \$960.6 million in Women, Infants, and Children (WIC) Program support nutrition services and food assistance for pregnant women and mothers of young children up to their 5<sup>th</sup> birthday (2022–23 Budget).</li> <li>Coordinate with Department of Public Health and U.S. Department of Agriculture on strategies to lift and cross-promote F5CA parent resources and WIC resources/services.</li> </ul>
Support sustainability of Family Resource Centers and other comprehensive community hubs for integrated services for children and families.	<b>Progress made:</b> <ul style="list-style-type: none"> <li>Reappropriate funds for Family Resource Centers (2022–23 Budget).</li> </ul>
Ensure digital equity for all families across family serving systems.	<b>Progress made:</b> <ul style="list-style-type: none"> <li>Provide \$550 million to support the middle mile broadband network (2022–23 Budget).</li> </ul>
CHILD HEALTH	
Expand children and families' access to health care, including mental and behavioral health, and support coordination across health systems to ensure affordable and comprehensive health insurance coverage and services for every child and mother, prenatal through age 5.	<b>Progress made:</b> <ul style="list-style-type: none"> <li>Provide authority for continuous Medi-Cal coverage for children up to age 5 (2022–23 Budget).</li> <li>Participate as a key stakeholder of the Child Youth Behavioral Health Initiative Advisory Council and facilitator of the Equity Framework Committee as part of the Child Youth Behavioral Health Initiative.</li> </ul>
Support and promote universal health, developmental, behavioral, and ACEs screenings, linkages to appropriate, evidence-based interventions and services, and seamless coordination across systems to improve outcomes for children and families.	<b>Progress made:</b> <ul style="list-style-type: none"> <li>Reappropriate \$25 million to support an ACEs and Trauma-Informed Training for Educators. Also included was \$35 million to expand the Emergency Child Care Bridge (2022–23 Budget).</li> <li>Collaborate with California Vaccine All 58 Campaign to promote awareness and credible information to parents and caregivers of young children.</li> </ul>

## EARLY LEARNING

Expand access to safe, quality early care and education programs for children ages 0 to 3.	<p><b>Progress made:</b></p> <ul style="list-style-type: none"> <li>• Provide funding for new child care slots and facility renovation and repair funding (2022–23 Budget).</li> <li>• Provide one-year waiver for family fees for childcare and state preschool, and hold harmless policies (2022–23 Budget).</li> <li>• Provide federal funds to implement child care stipends (2022–23 Budget).</li> </ul>
Support implementation of safe, high-quality mixed-delivery preschool and care for all low-income three- and four-year old children that meets families' diverse needs, and provides a safe, high-quality transitional kindergarten statewide.	<p><b>Progress made:</b></p> <ul style="list-style-type: none"> <li>• Provide first year of a 3-year process for Universal Preschool Planning Grants (2022–23 Budget).</li> <li>• Expand eligibility for transitional kindergarten and reduce student-to-adult ratios; and funding for Pre-Kindergarten Planning and Implementation Grants and programs (2022–23 Budget).</li> <li>• Require California Department of Education to convene statewide interest holder workgroup to provide recommendation on best practices for increasing access to high-quality universal preschool programs for 3- and 4-year-old children offered through a mixed delivery model. The workgroup, which includes First 5 California, is to be convened in consultation with Director of the Department of Social Services (DSS) and Executive Director of State Board of Education (2022-23 Budget).</li> </ul>
Support a healthy, safe, and high-quality early learning workforce through professional compensation, stability, diversity, health and safety policies and supports, and robust professional development systems.	<p><b>Progress made:</b></p> <ul style="list-style-type: none"> <li>• Provide child care workforce health and retirement benefits (2022–23 Budget).</li> <li>• Provide professional development as part of the Pre-Kindergarten Planning and Implementation Grant Program (2022–23 Budget).</li> </ul>
Promote statewide access to and participation in quality improvement systems that serve provider and parent needs.	<p><b>Progress made:</b></p> <ul style="list-style-type: none"> <li>• Require the California Department of Education (CDE) to convene and recommend preschool standards (2022–23 Budget).</li> </ul>
Define, measure, and achieve school readiness for all California children.	<p><b>Progress made:</b></p> <ul style="list-style-type: none"> <li>• Provide early literacy funding under the Dolly Parton Imagination Library, the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), and additional funding to assist educators in reading supports and literacy instruction (2022–23 Budget).</li> </ul>

## REVENUE

Promote inclusion of funding that provides targeted universal access to key child- and family-serving programs.	<p><b>Progress made:</b></p> <ul style="list-style-type: none"> <li>• Enactment of AB 2832 by Assemblymember R. Rivas will establish the End Racial and Economic Inequities in Childcare in California Initiative, which requires the Department of Social Services (DSS) and Department of Education (CDE) to develop the Whole Child Equity Framework and Whole Child Community Equity Screening Tool.</li> </ul>
Promote inclusion of funding for children prenatal to age 5 and their families in existing and new revenue policy proposals and new tax funding structures.	<p><b>Progress made:</b></p> <ul style="list-style-type: none"> <li>• Provide tax refunds based on an income threshold sliding scale to support families experiencing effects on rising inflation (2022–23 Budget).</li> </ul>
Promote regulation of tobacco-related products, including electronic cigarettes, and sustainability of licensing and enforcement programs.	<p><b>Progress made:</b></p> <ul style="list-style-type: none"> <li>• Support policies that educate families, educators, and providers of the impacts of tobacco products and drug substances.</li> </ul>



## COVID-19 EMERGENCY SUPPLIES PROGRAM

In April 2020, the First 5 California Commission took action to address the pandemic and approved \$4 million to provide emergency support to local communities around the state grappling with COVID-19. The Commission subsequently approved an additional \$1 million during May 2020. This effort supplemented other supply acquisition efforts around the state and was coordinated to maximize the various funding sources to support the purchase of emergency supplies and not duplicate efforts. The goal was to identify and support priority populations, including child care providers serving children of essential workers and identified high needs families in local First 5 communities.

To that end, First 5 California began the development of a contract with SupplyBank.org, a 501(c)(3) non-profit organization and systems change agency operating similar to a food bank, but for basic needs. In partnership with SupplyBank.org and the First 5 Association, First 5 California conducted several assessments to further quantify the needs of child care providers remaining open for the children of essential personnel and the broader community.

In February 2021, the Commission approved a new \$2 million investment in order to continue supporting the local mitigation efforts to address COVID-19. The Commission asked local First 5 county commissions to prioritize the distribution of resources to the most vulnerable communities based on data from the Healthy Places Index (HPI).

Through December 2021, SupplyBank.org worked directly with each First 5 county commission to execute county-specific distribution, storage, and delivery plans that included distribution to several local partner agencies.

Local partner types included:

- Family Resource Centers
- Women, Infants, and Children Program
- Homeless and domestic violence shelters
- Local First 5-run centers
- Child care providers
- Other nonprofit and agency partners

Through the efforts of this program, SupplyBank.org and local partners were able to leverage additional emergency supplies through donations and other support to maximize on the original investment from First 5 California. SupplyBank.org and the First 5 Association gathered statewide data to illustrate the full scope of this distribution network. Through fiscal year 2021–22, First 5

California, via SupplyBank.org, distributed the following emergency supplies to every county throughout the state:

- 64,896 Bottles of Hard Surface Disinfectant (32 oz.)
- 5,563,200 Children's 3-Ply Masks
- 15,671,200 Disinfectant Wipes
- 6,639,000 Hand Gloves
- 4,614,794 Diapers
- 11,526,200 Baby Wipes
- 65,496 Bottles of Hand Sanitizer (32 oz.)
- 500,160 Adult 3-ply masks
- 395,640 N95 Masks
- 61,680 Isolation Gowns
- 21,00 Cloth Masks (FEMA)
- 1,000 KN95 Masks

Following the final distribution of resources, SupplyBank.org collected survey responses from 47 county commissions. Respondents categorized the distribution of resources by the number of families or childcare providers served in each zip code. To highlight the prioritization of communities living in zip codes with a lower HPI score, the data was broken into four quartiles based on their HPI score.

These survey results demonstrate the effort county commissions made to ensure that essential supplies were provided to the children, families, and childcare providers who needed them the most during the pandemic. The most disadvantaged families and childcare providers received the bulk of supplies: 65% of families and 69% of providers were in HPI quartiles 1 and 2.





# First 5 County Commission Result Areas

## FOUR RESULT AREAS

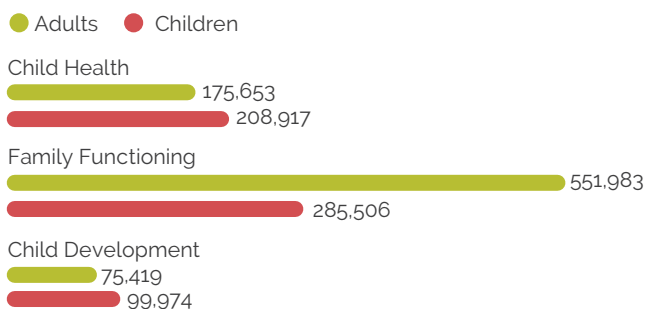
For annual reporting, First 5 California and First 5 county commissions track progress in four result areas to inform evidence-based funding decisions, program planning, and policies:

- Improved Family Functioning
- Improved Child Development
- Improved Child Health
- Improved Systems of Care

These result areas comprise a framework for reporting early childhood investments and provide an overview of the number, type, and cost of services to children and adults. Stakeholders can use this information to assess statewide resource allocation and impact of First 5 county commissions.

Exhibit 1 contains the total numbers of services provided to children ages birth to 5 and adults (including primary caregivers and providers) for Improved Family Functioning, Improved Child Development, and Improved Child Health. During FY 2021–22, First 5 county commissions provided a total of 594,397 child services and 803,055 adult services. The distribution of expenditures in these three result areas totals \$277 million.

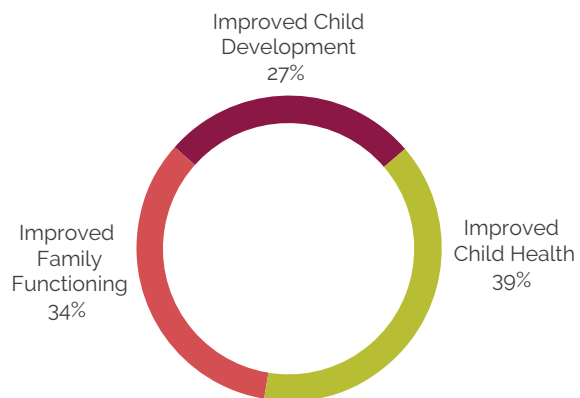
### Exhibit 1: Total Number of Services Provided to Children Ages 0 to 5 and Adults\* in FY 2021–22 Across Result Areas



\*Totals for Adults include both Primary Caregiver and Provider counts

The result area, Improved Systems of Care, with expenditures of \$93 million, differs from the others. It consists of programs and initiatives for system-wide structural supports for efforts within the other three result areas. The four result areas combined show total expenditures of \$370 million.

### Exhibit 2: Total Expenditures for Children Ages 0 to 5 and Adults\* in FY 2021–22 by Result Area



\*Adults include both Primary Caregivers and Providers  
Source: County Revenue and Expenditure Summary, December 2022

First 5 county commissions are required to report to First 5 California revenues, expenditures, and fund balances. In collaboration with the First 5 Association, First 5 California annually develops and adopts annual reporting guidelines to standardize data collection. County commission revenues are reported in Appendix A1. For expenditures, county commission fiscal and service data are aggregated to the statewide level under four result areas (Appendix A2) using specific definitions for each result area with service category detail (Appendix B). The four result areas are listed below.

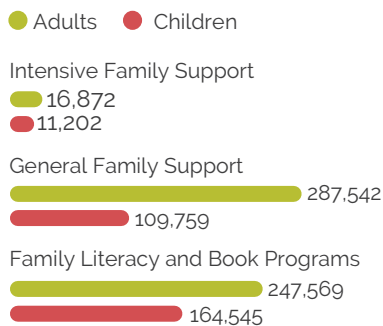
## IMPROVED FAMILY FUNCTIONING

Family Functioning includes the categories Family Literacy and Book Programs, General Family Support, and Intensive Family Support. Services include instruction on general parenting topics, support for basic family needs and case management, parent education and literacy, referrals to community resources, assistance for parents and families, and support to schools and educational institutions, nonprofit community-based agencies, government agencies, and private institutions.

In FY 2021–22, First 5 county commissions provided a total of 285,506 services to improve family functioning for children ages birth to 5, with 164,545 child services in Family Literacy and Book Programs, 109,759 child services in General Family Support and 11,202 child services in Intensive Family Support.

First 5 county commissions provided a total of 551,983 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 247,569 adult services in Family Literacy and Book Programs, 287,542 adult services in General Family Support and 16,872 adult services in Intensive Family Support. Exhibit 3 displays the numbers of services provided.

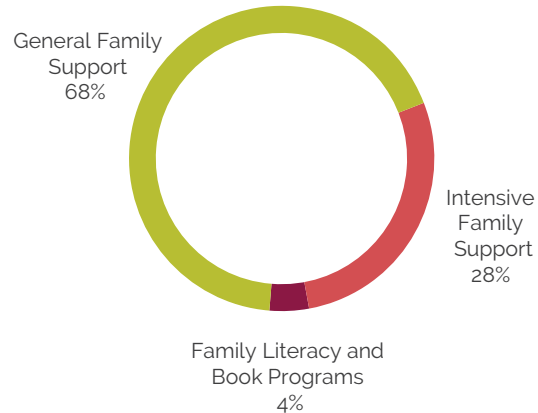
**Exhibit 3: Family Functioning—Total Numbers of Services Provided to Children Ages 0 to 5 and Adults\* in FY 2021–22 by Service**



\*Totals for Adults include both Primary Caregiver and Provider counts

First 5 county commissions expended \$95 million to improve Family Functioning, with 4 percent of expenditures in Family Literacy and Book Programs, 68 percent of expenditures in General Family Support, and 28 percent of expenditures in Intensive Family Support. Exhibit 4 shows the distribution of expenditures by service category.

**Exhibit 4: Family Functioning—Distribution of Expenditures for Children Ages 0 to 5 and Adults\* in FY 2021–22 by Service**



\*Adults include both Primary Caregivers and Providers  
Source: County Revenue and Expenditure Summary, December 2022

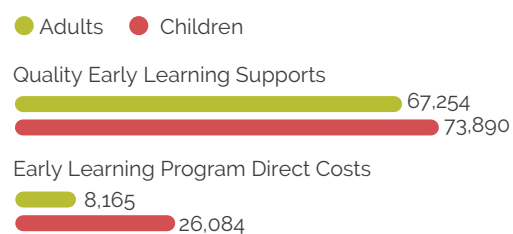
## IMPROVED CHILD DEVELOPMENT

Child Development includes the categories Early Learning Program Direct Costs and Quality Early Learning Supports. Programs include professional development for educators, high-quality preschool, services for diverse populations, and school readiness.

In FY 2021–22, First 5 county commissions delivered 99,974 child development services to children ages birth to 5, with 26,084 child services in Early Learning Program Direct Costs and 73,890 child services in Quality Early Learning Supports.

First 5 county commissions provided 75,419 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 8,165 adult services in Early Learning Program Direct Costs and 67,254 adult services in Quality Early Learning Supports. Exhibit 5 displays the numbers of services provided.

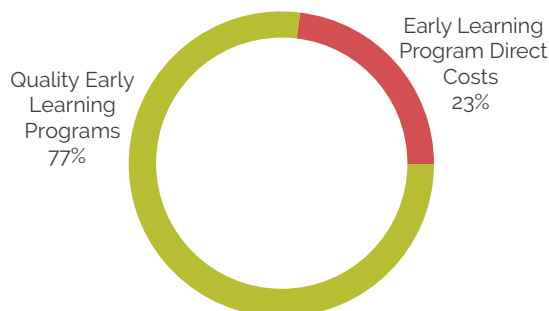
**Exhibit 5: Child Development—Total Number of Services Provided to Children Ages 0 to 5 and Adults\* in FY 2021–22 By Service**



\*Totals for Adults include both Primary Caregiver and Provider Counts

In FY 2021–22, county commissions expended \$74 million to improve Child Development, with 23 percent of expenditures in Early Learning Program Direct Costs and 77 percent of expenditures in Quality Early Learning Supports.

**Exhibit 6: Child Development—Distribution of Expenditures for Children Ages 0 to 5 and Adults\* in FY 2021–22 by Service**

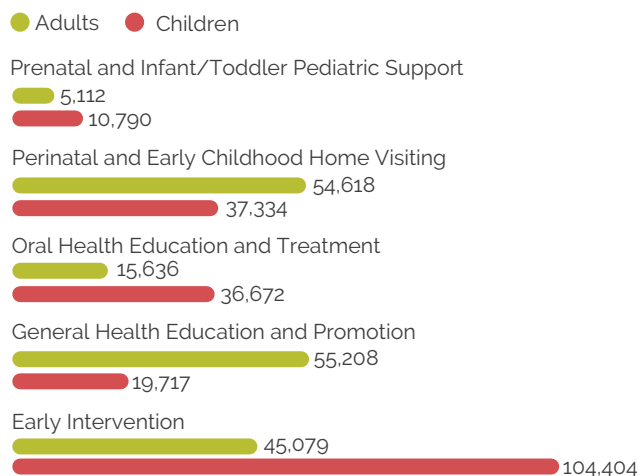


\*Adults include both Primary Caregivers and Providers  
Source: County Revenue and Expenditure Summary, December 2022

## IMPROVED CHILD HEALTH

First 5 county commissions fund a variety of Child Health services promoting identification, treatment, and elimination of risks that threaten health and may cause developmental delays and disabilities. First 5 Child Health services are far-ranging and include the categories Early Intervention, General Health Education and Promotion, Oral Health Education and Treatment, Perinatal and Early Childhood Home Visiting, and Prenatal and Infant/Toddler Pediatric Support.

**Exhibit 7: Child Health—Total Number of Services Provided to Children Ages 0 to 5 and Adults\* in FY 2021–22 By Service**

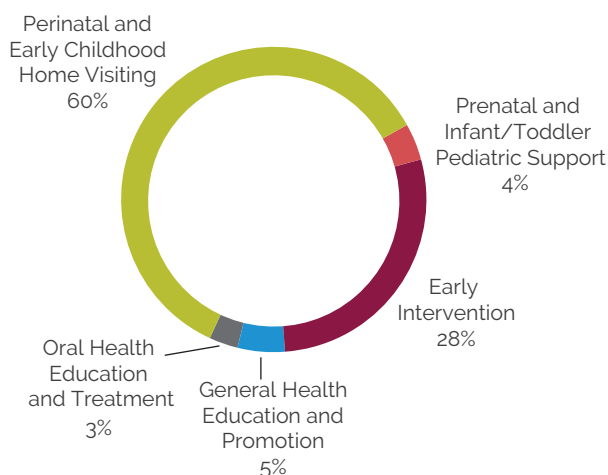


\*Totals for Adults include both Primary Caregiver and Provider counts

In FY 2021–22, First 5 county commissions provided a total of 208,917 services to children ages birth to 5, with 104,404 child services in Early Intervention, 19,717 child services in General Health Education and Promotion, 36,672 child services in Oral Health Education and Treatment, 37,334 child services in Perinatal and Early Childhood Home Visiting, and 10,790 child services in Prenatal and Infant/Toddler Pediatric Support.

First 5 county commissions provided 175,653 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 45,079 adult services in Early Intervention, 55,208 adult services in General Health Education and Promotion, 15,636 adult services in Oral Health Education and Treatment, 54,618 adult services in Perinatal and Early Childhood Home Visiting, and 5,112 adult services in Prenatal and Infant/Toddler Pediatric Support.

**Exhibit 8: Child Health— Distribution of Expenditures for Children Ages 0 to 5 and Adults\* in FY 2021–22 by Service**



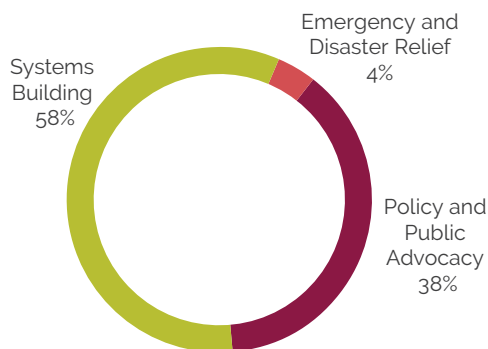
\*Adults include both Primary Caregivers and Providers  
Source: County Revenue and Expenditure Summary, December 2022

In FY 2021–22, county commissions expended \$108 million to improve Child Health, with 28 percent of expenditures in Early Intervention, 5 percent of expenditures in General Health Education and Promotion, 3 percent of expenditures in Oral Health Education and Treatment, 60 percent of expenditures in Perinatal and Early Childhood Home Visiting, and 4 percent of expenditures in Prenatal and Infant/Toddler Pediatric Support.

## IMPROVED SYSTEMS OF CARE

Systems of Care addresses system-wide structural supports as county commissions focus efforts within the result areas of Family Functioning, Child Development, and Child Health. For example, interagency collaboration allows coordinated wrap-around efforts from multiple organizations providing focused client services. Since this result is at a systems level, counties do not report numbers of children and adults served. Expenditure data indicate that for FY 2021–22, county commissions expended \$93 million to improve Systems of Care, with 4 percent focused on Emergency and Disaster Relief, 37 percent on Policy and Public Advocacy, and 58 percent of expenditures toward Systems Building.

**Exhibit 9: Systems of Care—Distribution of Expenditures in FY 2021–22 by Service**



Source: County Revenue and Expenditure Summary, December 2022

## POPULATIONS SERVED

County commissions served a diversity of populations by age, race/ethnicity, and language (Appendix C). Statewide, 575,816 children were served by county commission programs. The total of 783,186 adults served included primary caregivers such as parents and other family members (683,069) and service providers (100,117).

By age, 31 percent of children served were under 3 years old, 32 percent were ages 3 through 5 years old, and 37 percent were of unknown age.

By race/ethnicity, children served included Hispanic or Latino as the largest group (38 percent), followed by White (11 percent), Asian (6 percent), Black or African American (4 percent), Other (4 percent), Two or More Races (2 percent), Alaska Native or American Indian (less than 1 percent), Native Hawaiian or Pacific Islander (less than 1 percent) and unknown race/ethnicity (35 percent).

With respect to primary language of children served, the two largest groups served were speakers of English (40 percent) and Spanish (21 percent), followed by speakers of Asian languages (Vietnamese, Cantonese, Mandarin, Korean, 2 percent) and language unknown (35 percent).





experiences while practicing the skills of cultivating curiosity, empathetic listening, and leading with inquiry.

Through an innovative framework called Liberatory Design, the group revisited values, created new goals, and began to build infrastructure that supports ongoing dialog with stakeholders and advocating for more equitable practices in early childhood leadership. The overall goal of the series was to develop an understanding of the group's different communication styles and complex identities. With a strong connection to anti-bias practices in early learning and care, the group spent time building trust and relationships and its commitment to planning long-term solutions for the challenges they collectively prioritize. The Family Support and Home Visiting Collaborative is prepared to collaborate on future funding opportunities, including anticipated additional investments from First 5 California and local Mental Health Services Act funding.

## Nevada

FY 2021–22 was an exciting year for First 5 Nevada County with the launch of a new strategic plan, new contracts, and the implementation of the Persimmony database for client-level and program reporting. The First 5 Nevada County Commission selected two new programs to fund (in addition to several previously funded). With support from the First 5 Nevada County Commission, the KidZone Museum in Truckee continued its good work with families with young children through socialization events, developmentally appropriate activities, and providing valuable local resources to families. Through the Sierra Nevada Memorial Hospital Foundation, the Read Me a Story Program partners with local pediatricians and health clinics to provide books and information to families with young children during each well-child visit. Other contractors continued the good work for which they were funded during previous cycles. Partners in the Tahoe/Truckee area increased in-person services this year, resulting in great enthusiasm from parents and children who had experienced feelings of isolation during COVID-19. These in-person offerings included resuming field trips to the KidZone museum, getting families signed up for library cards, and resuming the Family Room activities that are so beloved by the children. There are some aspects of virtual service delivery that programs have decided to maintain. The parenting workshops in the western part of our county have proven to be successful in person and virtually, and programs enjoy offering take-home activity boxes that families can check out. These boxes promote positive parenting and creative thinking. Internally, commission staff have been actively involved in the Families First Prevention Services Act

Comprehensive Prevention Planning effort. This has been a great opportunity to deepen county-wide collaborative efforts and focus on systems change efforts that will positively support Nevada County's highest-need families.

## Orange

A focus area of First 5 Orange County's Strategic Plan is improving systems of care to help families get the most out of well-child visits, developmental screenings, and linkage to services.

- In FY 2021–22, First 5 Orange implemented HealthySteps at three federally qualified health centers, which integrates a child development specialist into the primary care team to promote healthy relationships, foster positive parenting, strengthen early social and emotional development, and ensure access to services that families need, with an emphasis on families in low-income communities. Currently serving nearly 4,000 children at these three federally qualified health centers, First 5 Orange is adding two more clinics serving an additional 3,000 kids in FY 2022–23.
- First 5 Orange also supported a team of Quality Improvement Advisors at Children's Health of Orange County (CHOC) Health Alliance to work with 130 practices to incorporate developmental screening with a validated tool into their workflow and to use the Orange County Children's Screening Registry. The Quality Improvement Advisors effort has resulted in a significant increase in the number of practices doing screening with validated tools, resulting in more children being screened. The percent of practices that were not screening saw a huge improvement, from nearly one out of two practices not using any validated tools to only one out of ten.
- To build a true system approach to developmental screening in Orange County, First 5 Orange worked with partners to form a cross-sector collaborative group that is championing developmental screening and interventions throughout Orange County. Detect & Connect Orange County is comprised of decision makers in organizations such as our managed care plan, Social Services Agency, Health Care Agency, CHOC Children's, American Academy of Pediatrics - Orange County, Help Me Grow, and others.
- In FY 2021–22, Detect & Connect Orange County launched a communications campaign to parents about well-child visits and developmental screens, with a focus on safety during the pandemic. The collaborative also developed

messaging and distributed outreach tools to walk-in clinics and pediatric practices.

## Placer

During FY 2021–22, in response to the harmful impact of COVID-19 on children, families, and community-based agencies, First 5 Placer launched two efforts to strengthen systems.

- First 5 Placer applied for and received funding through the California Family Resource Association to support seven local agencies that provide critical services to families and providers who were adversely impacted by COVID-19 and its restrictions. This grant recognized the critical role of Family Resource Centers to address the needs of vulnerable children and families across the state, especially those most impacted by the pandemic. The COVID-19 Family Resource Center Relief Funds addressed family needs and maintained continuity of services and operations during the COVID-19 crisis.
- COVID-19 hit local community-based organizations hard; fundraising efforts were stalled and staff turnover was common. Organizations expressed a need to rethink and refresh their practices. First 5 Placer partnered with the Placer Community Foundation to contract with the Impact Foundry to offer its Certified Sustainable Program to non-profits in Placer County. Critical support agencies, including those that serve families, victims of violence, children in the welfare system, and Native Americans, were provided access to two years of training and support to help strengthen their organizational capacity. As part of the process, key components of successful non-profits were examined. This included Revenue Structure, Operational Framework, Nonprofit Brand & Community Engagement, Cultural Responsiveness, and Change Management. Over the next year, organizations will develop sustainability plans and work toward their goals.

## Plumas

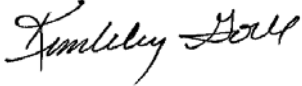
First 5 Plumas County works closely with county agencies and community-based partners, leveraging local resources to increase the value of its investments. Primary investments of the commission include home visiting services, behavioral health for families with young children, and support for a county-wide network of family service providers. Highlights of accomplishments that occurred in FY 2021–22 include:

- A total of 64 families were provided with home visiting services. A

**Agenda Item 6**  
**April 5, 2023**

**DATE:** March 23, 2023

**TO:** First 5 Orange County

**FROM:** Kimberly Goll, President/CEO 

**ACTION:** Confirm the Annual Long-Term Financial Plan Update and Approve the Release of \$4 Million From the One-Time Systems Building Fund

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**SUMMARY:**

First 5 Orange County developed the Long-Term Financial Plan as a tool to monitor the decline of Proposition 10 tobacco tax funding in relation to program sustainability. This item provides a follow-up to the Board discussion at the March 1, 2023, special meeting.

**DISCUSSION:**

At the March special meeting, the Board continued to consider the impact of the flavor ban on tobacco products. A decline in revenues will occur due to the ban, and the discussion focused on the criteria, timing, and level of budget cuts needed to align with anticipated revenue. Key to the conversation was discussion of future year funding levels and planning with alignment to the priorities stated in our Strategic Plan.

Different financial planning scenarios to prepare for declining revenue were presented to the Board, and the direction provided was to introduce budget cuts in the upcoming fiscal year and continue over the next five fiscal years to reach gross reductions of \$7 million. An additional step in planning is to release \$4 million of current reserved Systems Building funds that are not allocated for a specific one-time use. The \$4 million of released funds will be available to cover future year budget deficits. Approval is requested to release \$4 million from the one-time Systems Building fund. The \$4 million will be classified as unassigned fund balance moving forward.

The table below is a reproduction of the planning scenario as directed by the Board from the March special meeting.

Long-Term Financial Plan – Updated March 2023 (in millions)										
Estimated	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32
Beginning Fund Balance	\$46.9	\$46.7	\$43.4	\$40.9	\$39.9	\$38.5	\$37.0	\$35.2	\$33.4	\$30.8
Total Revenues	\$24.1	\$18.3	\$17.4	\$16.9	\$16.5	\$16.0	\$15.5	\$15.1	\$14.7	\$14.3
Total Expenses	-\$24.3	-\$21.6	-\$19.9	-\$17.9	-\$17.9	-\$17.5	-\$17.3	-\$17.3	-\$17.3	-\$17.3
Expenses over Revenue	-\$0.2	-\$3.3	-\$2.5	-\$1.0	-\$1.4	-\$1.5	-\$1.8	-\$2.2	-\$2.6	-\$3.0
Ending Fund Balance	\$46.7	\$43.4	\$40.9	\$39.9	\$38.5	\$37.0	\$35.2	\$33.0	\$30.8	\$27.8

Staff will return in June with the Proposed Fiscal Year 2023-2024 Budget that will follow the reduced revenue projections and the spending plan outlined in the updated Long-Term Financial Plan. As the plan provides a roadmap, it will need to be closely monitored and updated annually to address any deviations from the current projections.

#### STRATEGIC PLAN & FISCAL SUMMARY:

The fiscal reports and recommended actions presented in this staff report have been reviewed in relation to the Strategic Plan and are consistent with applicable goals and outcomes.

#### PRIOR COMMISSION ACTIONS:

- March 2023 – Presentation on Strategic and Long-Term Financial Planning
- February 2023 – Receive Update on Revenue Projections and Implications for the Long-Term Financial Plan and Provide Direction to Staff on Next Steps
- April 2022 – Receive Financial Plan Update

#### RECOMMENDED ACTION:

Confirm the annual Long-Term Financial Plan update and approve the release of \$4 Million from the one-time Systems Building Fund.

#### ATTACHMENT:

None

#### CONTACT:

Michael Garcell



**DATE:** March 23, 2023

**TO:** First 5 Orange County

**FROM:** Kimberly Goll, President/CEO 

**ACTION:** Approve Updated Rosters for Qualified Applicants and Adopt Resolution  
Approving Various Consultant Agreements

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**SUMMARY:**

First 5 Orange County's business model relies on technical and project management consultants to provide subject matter expertise and help develop and implement strategies established by the Board. This item requests approval of the updated roster of qualified applicants as well as the authority to enter into new consultant and vendor agreements or amendments to agreements for Fiscal Year 2023-2024.

**DISCUSSION:**

Periodically, First 5 Orange County releases a Request for Qualifications (RFQ) to invite applicants interested in providing consultant services to ensure that we have the most comprehensive pool of qualified consulting applicants. Placing qualifying applicants on these rosters does not obligate us to utilize their services, and no commitment is made to issue contracts to them or engage their services in any way. If we require expertise not currently addressed by the consultant rosters, the most qualified individual or firm will be identified and added to the on-call list.

The most recent RFQ was completed in February. Prior applicants, who submitted in March 2022, were not required to resubmit. Twenty-four individuals and organizations submitted either new or updated qualifications. Attachment 1, Roster of Qualified Applicants, lists all prior and new submittals. Staff recommends approval of the updated rosters.

Recommendations for contract approval with specific consultants are included in Attachment 2. The attachment includes terms, contract amounts, and descriptions of scopes of work for each consultant.

**STRATEGIC PLAN & FISCAL SUMMARY:**

The proposed action has been specifically reviewed in relation to the Strategic Plan and is consistent with its goals. Funding for the proposed action will be included in the Proposed Fiscal Year 2023-2024.

**PRIOR COMMISSION ACTIONS:**

- June 1, 2022 – Approve Roster of Qualified Applicants and Adopt Resolutions Authorizing Agreements and Amendments to Agreements with Designated Individuals and Organizations to Provide Consulting and Data Collection and Management Services

**RECOMMENDED ACTIONS:**

1. Approve updated rosters for qualified applicants.
2. Adopt resolution (Attachment 3) authorizing the President/CEO, or designee, and Commission Counsel to prepare and negotiate new agreements or amendments to existing agreements, at the President/CEO's sole discretion, with designated individuals and organizations to provide services for the terms, in the amounts, and on the conditions as specified in Attachment 2.

**ATTACHMENTS:**

1. Updated Roster of Qualified Applicants by Subject Matter Expertise
2. Consultant and Vendor Term Sheet
3. Resolution

**CONTACT:** Michael Garcell

**UPDATED ROSTER OF QUALIFIED APPLICANTS  
BY SUBJECT MATTER EXPERTISE**

<b>Early and Ongoing Health and Development</b>	<ul style="list-style-type: none"> <li>* American Academy of Pediatrics- Orange County Chapter 4</li> <li>* <i>Ariel Knox</i></li> <li>* Banafshe Sharifian-Attar</li> <li>* <i>Breastfeeding Task Force of Greater Los Angeles</i></li> <li>* Children and Family Futures</li> <li>* Children's Data Network (USC)</li> <li>* Community Partners FBO: Maternal Mental Health NOW</li> </ul>	<ul style="list-style-type: none"> <li>* Community Partners FBO: Maternal Mental Health NOW</li> <li>* Debra Mathias</li> <li>* Dianna Daly</li> <li>* Health Management Associates, Inc.</li> <li>* Hoda Shawky</li> <li>* Jaqueline Tran Nakasone</li> <li>* <i>Kaylie Holke</i></li> <li>* <i>Luisa Estanga (Abrazar)</i></li> </ul>	<ul style="list-style-type: none"> <li>* Mia Hemstad</li> <li>* MK Consulting Syndicate, Inc.</li> <li>* Parsons Consulting, Inc.</li> <li>* San Diego Strategy Group, LLC dba NP Strategies</li> <li>* <i>Sandra E. Gonzalez</i></li> <li>* Social Impact Advising Group</li> <li>* <i>Sudario and Associates, Inc.</i></li> </ul>
<b>Safe, Stable and Nurturing Homes</b>	<ul style="list-style-type: none"> <li>* Anila Neumeister</li> <li>* Banafshe Sharifian</li> <li>* Brandon Lavin Consulting</li> <li>* <i>Breastfeeding Task Force of Greater Los Angeles</i></li> <li>* BRICK (Building Resilience In Communities and Kids)</li> <li>* Children and Families Futures</li> <li>* Children's Data Network (USC)</li> </ul>	<ul style="list-style-type: none"> <li>* Chris Becerra Consulting</li> <li>* Community Partners FBO: Maternal Mental Health NOW</li> <li>* <i>Deborah McBee</i></li> <li>* Dianna Daly</li> <li>* Health Management Associates, Inc.</li> <li>* Hoda Shawky</li> <li>* Margarita McCullough</li> <li>* Mia Hemstad</li> </ul>	<ul style="list-style-type: none"> <li>* MK Consulting Syndicate, Inc.</li> <li>* My Team Effort</li> <li>* <i>Nicolas Mazzeo</i></li> <li>* Parsons Consulting, Inc.</li> <li>* Principal Strategic Advisors</li> <li>* <i>Sandra E. Gonzalez</i></li> <li>* <i>Sudario and Associates, Inc.</i></li> <li>* Susanna Diaz</li> <li>* <i>Won't She Do It LLC</i></li> </ul>
<b>Neighborhoods that Support Young Children and Families</b>	<ul style="list-style-type: none"> <li>* American Academy of Pediatrics- Orange County Chapter 4</li> <li>* Ana Page</li> <li>* Banafshe Sharifian</li> <li>* BRICK (Building Resilience In Communities and Kids)</li> <li>* Charitable Ventures</li> <li>* Children and Families Futures</li> <li>* Chris Becerra Consulting</li> <li>* <i>Christian Ponce</i></li> <li>* Cristina Blevins</li> <li>* <i>Deborah McBee</i></li> </ul>	<ul style="list-style-type: none"> <li>* <i>Fractal Strategies</i></li> <li>* Garrett Maxwell Agency</li> <li>* Jacqueline Tran Nakasone</li> <li>* Jennifer Shepard</li> <li>* Looking Ahead</li> <li>* Los Angeles Universal Preschool DBA Child 360</li> <li>* M &amp; I Educational Consultants</li> <li>* Mia Hemstad</li> <li>* MK Consulting Syndicate, Inc.</li> <li>* Muckenthaler and Associates</li> <li>* Parsons Consulting, Inc.</li> </ul>	<ul style="list-style-type: none"> <li>* <i>Prisma Communications LLC</i></li> <li>* San Diego Strategy Group LLC DBA NP Strategies</li> <li>* <i>Sandra Bandettini</i></li> <li>* <i>Sandra E. Gonzalez</i></li> <li>* Social Impact Advising Group</li> <li>* <i>Sudario and Associates, Inc.</i></li> <li>* Susanna Diaz</li> <li>* The Center for the Study of Social Policy (CSSP)</li> <li>* Tina Ali</li> <li>* <i>Won't She Do It LLC</i></li> </ul>
<b>Equitable Distribution of Resources</b>	<ul style="list-style-type: none"> <li>* Ana Page</li> <li>* Banafshe Sharifian-Attar</li> <li>* Charitable Ventures</li> <li>* Children and Families Futures</li> <li>* Children's Data Network</li> </ul>	<ul style="list-style-type: none"> <li>* Health Management Associates, Inc.</li> <li>* Hoda Shawky</li> <li>* Jacqueline Tran Nakasone</li> <li>* <i>Kaylie Holke</i></li> </ul>	<ul style="list-style-type: none"> <li>* <i>Prisma Communications LLC</i></li> <li>* <i>Sandra E. Gonzalez</i></li> <li>* <i>Sudario and Associates, Inc.</i></li> <li>* Susanna Diaz</li> </ul>

**UPDATED ROSTER OF QUALIFIED APPLICANTS  
BY SUBJECT MATTER EXPERTISE**

	<ul style="list-style-type: none"> <li>* Chris Becerra Consulting</li> <li>* Cristina Blevins</li> <li>* Erikson Institute</li> <li>* <i>Fractal Strategies</i></li> <li>* Garrett Maxwell Agency</li> </ul>	<ul style="list-style-type: none"> <li>* Los Angeles Universal Preschool DBA Child 360</li> <li>* Mia Hemstad</li> <li>* MK Consulting Syndicate, Inc.</li> <li>* Muckenthaler and Associates</li> <li>* Parsons Consulting, Inc.</li> </ul>	<ul style="list-style-type: none"> <li>* The Center for the Study of Social Policy (CSSP)</li> <li>* Tina Ali</li> <li>* <i>Virginia Carmelo</i></li> <li>* <i>Won't She Do It LLC</i></li> </ul>
<b>Data Analysis, Evaluation, and Focus groups</b>	<ul style="list-style-type: none"> <li>* <i>Ariel Knox</i></li> <li>* Banafshe Sharifian-Attar</li> <li>* Charitable Ventures</li> <li>* Children and Families Futures</li> <li>* Children's Data Network</li> <li>* Chris Becerra Consulting</li> <li>* Erikson Institute</li> <li>* <i>Ersoylu Consulting</i></li> <li>* EVALCORP</li> <li>* <i>Fractal Strategies</i></li> </ul>	<ul style="list-style-type: none"> <li>* Garrett Maxwell Agency</li> <li>* Harder +Company Community Research</li> <li>* Health Management Associates, Inc.</li> <li>* Jacqueline Tran Nakasone</li> <li>* Limor Consulting, Inc.</li> <li>* Los Angeles Universal Preschool DBA Child 360</li> <li>* M &amp; I Educational Consultants</li> <li>* <i>Measurement Resources Company</i></li> </ul>	<ul style="list-style-type: none"> <li>* MK Consulting Syndicate, Inc.</li> <li>* Parsons Consulting, Inc.</li> <li>* San Diego Strategy Group, LLC dba NP Strategies</li> <li>* <i>Sandra E. Gonzalez</i></li> <li>* <i>Simran Sahny</i></li> <li>* Social Impact Advising Group</li> <li>* Wallace Walrod</li> <li>* Tina Ali</li> </ul>
<b>Project Management</b>	<ul style="list-style-type: none"> <li>* American Academy of Pediatrics-Orange County Chapter 4</li> <li>* Ana Page</li> <li>* Anila Neumeister</li> <li>* <i>Ariel Knox</i></li> <li>* Banafshe Sharifian-Attar</li> <li>* Career MatchPro</li> <li>* Charitable Ventures</li> <li>* Chris Becerra Consulting</li> <li>* Cristina Blevins</li> <li>* Debra Mathias</li> <li>* <i>Deborah McBee</i></li> <li>* Dianna Daly</li> </ul>	<ul style="list-style-type: none"> <li>* <i>Fractal Strategies</i></li> <li>* Garrett Maxwell Agency</li> <li>* Health Management Associates, Inc.</li> <li>* Hoda Shawky</li> <li>* Jaqueline Tran Nakasone</li> <li>* Jennifer Shepard</li> <li>* <i>Kissy C. Martinez</i></li> <li>* Looking Ahead</li> <li>* Los Angeles Universal Preschool DBA Child 360</li> <li>* Margarita McCullough</li> <li>* MK Consulting Syndicate, Inc.</li> <li>* Muckenthaler and Associates</li> </ul>	<ul style="list-style-type: none"> <li>* Parsons Consulting, Inc.</li> <li>* Principal Strategic Advisors</li> <li>* San Diego Strategy Group, LLC dba NP Strategies</li> <li>* <i>Sandra Bandettini</i></li> <li>* <i>Sandra E. Gonzalez</i></li> <li>* <i>Simran Sahny</i></li> <li>* Social Impact Advising Group</li> <li>* <i>Sudario and Associates, Inc.</i></li> <li>* Susanna Diaz</li> <li>* <i>Tabitha Pitzer</i></li> <li>* Wallace Walrod</li> <li>* Tina Ali</li> </ul>
<b>Strategic Communications</b>	<ul style="list-style-type: none"> <li>* AdGyld</li> <li>* Ana Page</li> <li>* <i>Anthony Chase In Winter</i></li> <li>* <i>Ariel Knox</i></li> <li>* Charitable Ventures</li> <li>* Cornerstone Communications</li> <li>* Curt Pringles &amp; Associates</li> </ul>	<ul style="list-style-type: none"> <li>* Growth Mindset Communications</li> <li>* <i>Kissy C. Martinez</i></li> <li>* Looking Ahead</li> <li>* Los Angeles Universal Preschool DBA Child 360</li> <li>* Luis Alvarado Designs</li> <li>* Mia Hemstad</li> </ul>	<ul style="list-style-type: none"> <li>* <i>Prisma Communications LLC</i></li> <li>* <i>Sandra E. Gonzalez</i></li> <li>* <i>Tabitha Pitzer</i></li> <li>* Tina Ali</li> <li>* Wallace Walrod</li> <li>* <i>Won't She Do It LLC</i></li> </ul>

**UPDATED ROSTER OF QUALIFIED APPLICANTS  
BY SUBJECT MATTER EXPERTISE**

	* <i>Fractal Strategies</i>	* Principal Strategic Advisors	
<b>Contract Compliance and Audit</b>	* Anila Neumeister * Charitable Ventures * Conrad, LLP * <i>Fractal Strategies</i>	* Health Management Associates, Inc. * <i>Kissy C. Martinez</i> * <i>KNL Support Services</i> * Los Angeles Universal Preschool DBA Child 360	* <i>Sandra E. Gonzalez</i> * Sherry Gilbey
<b>Organizational &amp; Professional Development</b>	* Ana Page * <i>Ariel Knox</i> * <i>Buxser Consulting, LLC</i> * Charitable Ventures * Chris Becerra Consulting * <i>Deborah McBee</i> * <i>Fractal Strategies</i> * Garrett Maxwell Consulting * Health Management Associates, Inc.	* Jennifer Shepard * <i>Kaylie Holke</i> * Los Angeles Universal Preschool DBA Child 360 * Mk Consulting Syndicate, Inc. * Muckenthaler and Associates * PeakePotential, Inc * Principal Strategic Advisors * San Diego Strategy Group, LLC dba NP Strategies	* <i>Sandra Bandettini</i> * <i>Sandra E. Gonzalez</i> * Simply Support for ECE * Social Impact Advising Group * <i>Tabitha Pitzer</i> * The Center for the Study of Social Policy (CSSP) * The Relevant You * Tina Ali * <i>Won't She Do It LLC</i>
<b>Language Translation</b>	* Alicia Ramirez * Ana Anaya * Ana Page * Banafshe Sharifian-Attar * Charitable Ventures	* Cristina Belvins * Ivonne Velasquez Borja * <i>Kissy C. Martinez</i> * Los Angeles Universal Preschool DBA Child 360	* <i>Prisma Communications LLC</i> * <i>Sandra E. Gonzalez</i> * <i>Simran Sahny</i> * <i>Tabitha Pitzer</i>

Contract Number	Consultant	Term	Maximum Payment Obligation	Scope of Work
C-467	Jennifer Shepard	05/01/2023 - 06/30/2024	\$140,000	Coordinate and provide customized technical assistance for implementation of the First 5 OC Scope of Work to the 25 Orange County public school districts with kindergarten populations. Assist in the development of the following: future planning for the 2023-24 (or other term) school district Scopes of Work, EDI strategic plan for use of results/reports, long term planning re: health and developmental screenings for early learners, expansion and/or start up of CSPP, enhancement and/or start up of Learning Links, and interconnectedness of 0-5 early learning programs with engaged neighborhoods, child care providers and family/community engagement efforts.
Amend Agreement C-466	The Relevant You Inc	02/01/2023 - 06/30/2024	\$150,000	Design and implement organizational development plan that focuses on clarifying roles and responsibilities in recognition of newly hired staff members, setting clear goals, determining measurable outcomes, providing clear feedback, and applying practical conflict resolution tactics. Build realistic and actionable plans for real organizational transformation at all levels, develop a strong organizational culture.

**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**

**RESOLUTION NO. \_\_\_\_-23-C&FC**

**April 5, 2023**

**A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENTS AND AMENDMENTS, AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH DESIGNATED INDIVIDUALS AND/OR ORGANIZATIONS TO PROVIDE CONSULTANT SERVICES; AND, AUTHORIZING APPROVAL AND EXECUTION OF SUCH AGREEMENTS AND AMENDMENTS ON BEHALF OF THE COMMISSION**

**WHEREAS**, in order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and County Children and Families Commissions, including this Children and Families Commission of Orange County ("Commission"); and

**WHEREAS**, Commission adopted its Strategic Plan to define how funds authorized under the Act and allocated to the Commission should best be used to meet the critical needs of Orange County's children prenatal to five years of age as codified in the Act; and

**WHEREAS**, the Commission previously entered into agreements with certain individuals and/or organizations to provide specified consultant services and desires to enter into new agreements as described in the staff report and attachments for this April 5, 2023 Agenda Item (hereinafter referred to as the "Agenda Item").

**WHEREAS**, the Commission desires to amend the existing agreements and enter into new agreements (hereinafter collectively referred to as the "Agreements"), at the President/CEO's sole discretion, with each of the individuals and/or organizations (hereinafter referred to as the "Contractors") for the terms, in the amounts, and on the conditions as described in the Agenda Item; and

**WHEREAS**, each Contractor desires to enter into the Agreement, if authorized by the President/CEO, in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in its respective Agreement; and

**WHEREAS**, Commission has reviewed the Agenda Item relating to the scopes of services to be provided and hereby finds and determines that the proposed Agreements are in furtherance of and consistent with the Commission's Strategic Plan; and

**WHEREAS**, Commission desires to authorize the Commission Chair and Commission Clerk to execute the Agreements with each of the Contractors for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AS FOLLOWS:**

**Section 1** Commission finds and determines the foregoing Recitals are true and correct and are a substantive part of this Resolution.

**Section 2** Commission authorizes the President/CEO, or designee, and Commission Counsel to prepare and negotiate the Agreements with each of the Contractors for the terms, in the amounts, and on the conditions consistent with the Agenda Item; and

**Section 3** The form of any Agreements shall be substantially similar to the standard form agreements, subject to minor, non-substantive revisions, or as otherwise required to comply with external funding sources, and will be reviewed and approved by the President/CEO, or designee, and Commission Counsel. The approval by the President/CEO, or designee, of the Agreements shall be conclusively evidenced by the execution of such Agreements by the Commission Chair and delivery thereof to the Commission Clerk.

**Section 4** Commission hereby approves the Agreements, which will be authorized at the President/CEO's sole discretion, with each of the Contractors for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

**Section 5** The Commission Chair and the Clerk of the Commission are hereby authorized to execute and attest, respectively, the Agreements on behalf of the Commission.

**Section 6** A copy of each final Agreement when executed by the Commission Chair and attested by the Clerk of the Commission shall be appended hereto as a part of Exhibit A to this Resolution. Exhibit A is hereby fully incorporated as a part of this Resolution by this reference and made a part hereof. Each final executed Agreement shall be placed on file in the office of the Clerk of the Commission.

**Section 7** In addition to the authorization of Section 2 above, the President/CEO, or designee, is hereby authorized, on behalf of the Commission, (i) to sign all documents necessary and appropriate to carry out and implement the Agreement(s), including any Amendment(s); (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such agreement(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such agreement(s) in the furtherance thereof.

**Section 8** The Clerk of the Commission shall certify to the adoption of this Resolution.



The foregoing resolution was passed and adopted by the following vote of the Children and Families Commission of Orange County on April 5, 2023 to wit:

AYES Commissioners: \_\_\_\_\_

NOES: Commissioner(s): \_\_\_\_\_

EXCUSED: Commissioner(s): \_\_\_\_\_

ABSTAINED: Commissioner(s) \_\_\_\_\_

\_\_\_\_\_  
CHAIR

STATE OF CALIFORNIA    )  
  )  
COUNTY OF ORANGE    )

I, ROBIN STIELER, Clerk of the Commission of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Commission and that the above and foregoing Resolution was duly and regularly adopted by the Children and Families Commission of Orange County.

**IN WITNESS WHEREOF**, I have hereto set my hand and seal.

\_\_\_\_\_  
**ROBIN STIELER**

Clerk of the Commission, Children and Families Commission of  
Orange County, County of Orange, State of California

Resolution No: \_\_-23-C&FC

Agenda Date: April 5, 2023

Item No. \_\_



I certify that the foregoing is a true and correct copy of the  
Resolution adopted by the

Robin Stieler, Clerk of the Commission

By: \_\_\_\_\_  
Deputy

**EXHIBIT A TO RESOLUTION OF COMMISSION**

(Attach copy(ies) of final executed Amendments and Agreements)

**Agenda Item 8**  
**April 5, 2023****DATE:** March 24, 2023**TO:** First 5 Orange County**FROM:** Kimberly Goll, President/CEO**ACTION:** Receive Report on Results of Prenatal-to-Three Request for Information and  
Adopt Resolution Authorizing Agreements for Implementation

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**SUMMARY:**

First 5 Orange County has been reviewing the Request for Information (RFI) submissions to inform further investments in home visiting and prenatal-to-three systems strategies. This agenda item requests authorization of agreements to ensure continuity of services. It also provides a summary of RFI responses and plans for continued work.

**DISCUSSION:**

One of the conditions identified in our Strategic Plan is a nurturing, safe, and stable home. High-quality evidence-based home visiting programs are a critical component of the prenatal-to-three system of care that supports both a child's development and families throughout the child's first years of life. First 5 OC has long been a financial supporter of home visiting for prevention and early intervention strategies. Additionally, over the last two years, we have supported the creation of a countywide collaborative of home visiting funders and providers to develop a vision and commitment on activities that will build a prenatal-to-three system of care.

Recently, this collaborative completed a landscape analysis that shows a gap in available prenatal-to-three supports, including a need for expanded learning opportunities for home visiting providers and development of a coordinated entry and referral system for home visiting. To achieve a coordinated system of home visiting and prenatal-to-three supports, there will need to be significant investment and new funding streams. For example:

- The county's draft for the Family First Prevention Services Act (FFPSA) plan includes several home visiting models as an intervention likely to be included
- First 5 OC and other early childhood advocates have been working to highlight the importance of home visiting as a component of a well-developed Mental Health Services Act (MHSA) strategy for early intervention and prevention activities
- The state may have more opportunities to expand the California Home Visiting program (funded in part by the Federal Maternal, Infant and Early Childhood Home Visiting (MIECHV) program which was recently reauthorized through a bi-partisan vote in December 2022)
- The emerging focus areas of maternal and infant child health are embedded in the CalAIM implementation and will provide opportunities to align efforts around home visiting

First 5 OC recently released an RFI to establish a list of agencies that have an interest in and potential access to the prenatal-to-three population along with their current level of readiness to support the deployment of evidence-based services. At our March 2023 special meeting, there was agreement about working with partners to build a more coordinated prenatal-to-three system

using a blended funding strategy. Our intent is to share the findings of this RFI with our funding partners to make it easier to co-invest and plan for the expansion of these critical services.

Additional time is needed to thoroughly review the information submitted with our collaborative partners. However, there is need for immediate action – detailed below – to ensure First 5 OC services do not lapse because current agreements with hospitals, data systems, and community partners are set to terminate on June 30, 2023.

### **Hospital Referrals (Bridges Maternal Child Health Network)**

Staff recommends amending the existing agreements with the eight high-birth hospitals. Together, these hospitals reach nearly 70% of all births in the county. Hospital scopes of work include automated screening, bedside assessment for those identified for additional support, and distribution of the Kit for New Parents. The early outreach and referral component of hospital services are a primary source of referrals for home visiting services and are critical to the system of outreach and early engagement for home visiting.

Currently, there are 22 Hospital Bridges Coordinators, and management staff stationed among the eight participating hospitals. The scope of work for the hospitals will remain intact with two elements added. First, as significant progress has been made in the development of services and supports for birthing families with substance use disorder, hospitals will be asked to increase their engagement, support, and strategy development for full implementation of the Plans of Safe Care. Second, there will be a new requirement for more frequent meetings with First 5 staff and consultants focused on sustainability, program performance, and potential additional community services for referrals.

Our work with the hospitals is enhanced because of the combined effort of the Hospital Association of Southern California (HASC) and NetChemistry. Staff recommends extending the agreements with these vendors, which are sole sourced given the unique nature of the work they perform for First 5 OC as described below.

- HASC has provided specific technical assistance to First 5 and the participating hospitals since 2000 when the program was designed and initiated. The participating hospitals look to HASC to act on their behalf for communications, technical assistance, and support for the administrative and technical aspects of the state-funded Kit for New Parents.
- NetChemistry is the vendor for the on-line database that underpins all aspects of the screening, referral, and tracking for home visiting clients. NetChemistry software is used for the automated screening of all births at the eight hospitals; collects and tracks client-level data for all potential home visiting clients; and streamlines the necessary reporting for leveraging targeted case management funding. This system was developed by experts with capacity to work with hospitals and protect Health Insurance Portability and Accountability Act (HIPAA) data. NetChemistry has exclusive software capabilities, qualifying them as a sole source vendor for hosting the Bridges Connect Data System.

Attachment 1 lists the recommended amendments to agreements to extend terms for one year, including funding amounts and scopes of work.

### **RFI Response Summary**

We received nine RFI responses from a variety of community-based organizations. The responses have yielded a wealth of information and provided us with a strong framework to continue discussions with providers and develop robust strategies for family support services. Based on responses received, we believe six submittals require more analysis to determine alignment with existing programs and any potential to incorporate diversified program and funding options. Three responses are from partners that can begin services as soon as July 1, 2023.

First 5 OC staff will continue to work with the six agencies that submitted responses requiring further review, along with a group of community stakeholders and Board members, with the intended outcome of designing and recommending funding for additional prenatal-to-three services. We anticipate this work will continue through the Fall of 2023. Staff will return as appropriate with updates and opportunities for Board input.

For the three proposals that indicated they are trained in an evidence-based model and have capacity to provide services, staff recommends that we begin negotiating agreements and scopes of work immediately. Two of the three providers, Children's Bureau and The Priority Center, are existing First 5 OC service providers using the Parents as Teachers (PAT) evidence-based model. The third provider, Multi-Ethnic Collaborative of Community Agencies (MECCA), uses two evidence-based models including PAT and Healthy Families America. Additionally, MECCA provides opportunities to expand culturally competent services and outreach that align with First 5 OC's equity commitment.

Staff recommends working with these three providers to negotiate one-year amendments or agreements that will return to the Board in June of 2023 for specific funding approval. Over the next two months, staff will work with these three providers and with representatives of the Orange County Health Care Agency Public Health Nursing Division (existing provider with First 5 funding for home visiting services) to identify provider strengths, referral protocols that support those strengths, service levels, and funding allocations.

#### **PRIOR COMMISSION ACTIONS:**

- February 2023 – Authorized RFI process
- February 2023 – Authorized funding to Health Care Agency for Public Health Nursing
- December 2022 – Presentation by First 5/Health Management Associates indicating the work of the Home Visiting Coalition to date, the understanding of the current Orange County Home Visiting landscape and First 5's intentions to address the gap in services/number of families projected to benefit from home visiting services
- June 2022 – Funding for HMA to continue supporting HVC facilitation
- December 2021 – Presentation on Home Visiting Collaborative launch
- February 2020 – Authorized agreements with designated organizations to provide Prenatal-to-three services

#### **STRATEGIC PLAN & FISCAL SUMMARY:**

The recommended actions have been reviewed in relation to the Strategic Plan and align with the Get Involved Early, Elevate Equity, Empower Champions, and Align Systems of Care strategies. Funding for this request will be added to the FY 2023-2024 budget.

#### **RECOMMENDED ACTIONS:**

1. Receive update on Request for Information process and outcomes.
2. Adopt resolution (Attachment 2) authorizing President/CEO, or designee, and Commission Counsel to prepare and negotiate amendments to existing agreements, at the President/CEO sole discretion, with designated organizations to provide prenatal-to-three services for the terms, in the amounts, and on the conditions as specified in Attachment 1.

#### **ATTACHMENTS:**

1. Term Sheet
2. Resolution for Term Sheet

**CONTACT:** Sara Brown

**Attachment 1**

Organization	Contract Number	New Term	FY 20/21	FY 21/22	FY 22/23	Additional FY 23/24	New Maximum Payment Obligation	Scope of Work
AHMC Anaheim Regional Medical Center	FCI-BN4-02	7/1/20 - 6/30/24	\$100,000	\$100,000	\$100,000	\$100,000	\$400,000	Provide prenatal outreach, distribution of the Kit for New Parents, selected bedside screening and referral as needed for children/families. Hospitals will continue participating in Medi-Cal Administrative Activities (MAA) Medicaid reimbursement programs and participate in Bridges continuous quality improvement and program evaluation activities.
South Coast Global Medical Center	FCI-BN4-03	7/1/20- 6/30/24	\$91,500	\$91,500	\$91,500	\$91,500	\$366,000	
Fountain Valley Regional Hospital and Medical Center	FCI-BN4-04	7/1/20 - 6/30/24	\$170,000	\$170,000	\$170,000	\$170,000	\$680,000	
Hoag Memorial Hospital Presbyterian	FCI-BN4-06	7/1/20 - 6/30/24	\$135,000	\$135,000	\$135,000	\$135,000	\$540,000	
Mission Hospital Regional Medical Center	FCI-BN4-07	7/1/20- 6/30/24	\$130,000	\$130,000	\$130,000	\$130,000	\$520,000	
St Joseph Hospital of Orange	FCI-BN4-08	7/1/20 - 6/30/24	\$229,000	\$229,000	\$229,000	\$229,000	\$916,000	
St Jude Hospital, Inc. dba St Jude Medical Center	FCI-BN4-09	7/1/20- 6/30/24	\$80,000	\$80,000	\$80,000	\$80,000	\$320,000	
Orange County Global Medical Center	FCI-BN4-11	7/1/20- 6/30/24	\$135,000	\$135,000	\$135,000	\$135,000	\$540,000	
Hospital Association of Southern California	PS-225	7/1/20- 6/30/24	\$116,480	\$116,480	\$116,480	\$116,480	\$465,920	Support hospitals for communications, technical assistance, and support for all the administrative and technical aspects of the state funded Kit for New Parents.
Net Chemistry	PS-274	7/1/22- 6/30/24			\$120,000	\$120,000	\$240,000	Provides an on-line database to collect data for funded partners. System will be maintained in compliance with Health Insurance Portability and Accountability Act (HIPAA) data.

TOTAL						\$1,070,500	\$4,282,000	
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**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**

**RESOLUTION NO. \_\_\_\_-23-C&FC**

**April 5, 2023**

**A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AMENDMENTS TO AGREEMENTS, AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH DESIGNATED HOSPITALS AND ORGANIZATIONS FOR PRENATAL-TO-THREE SERVICES; AND, AUTHORIZING APPROVAL AND EXECUTION OF SUCH AMENDMENTS ON BEHALF OF THE COMMISSION**

**WHEREAS**, in order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and County Children and Families Commissions, including this Children and Families Commission of Orange County ("Commission"); and

**WHEREAS**, Commission adopted its Strategic Plan to define how funds authorized under the Act and allocated to the Commission should best be used to meet the critical needs of Orange County's children prenatal to five years of age as codified in the Act; and

**WHEREAS**, the Commission previously entered into agreements for prenatal-to-three services (hereinafter collectively referred to as the "Agreements") with various hospitals and organizations (hereinafter referred to as the "Contractors"), which are identified in the staff report and attachments for this April 5, 2023 Agenda Item (hereinafter referred to as the "Agenda Item").

**WHEREAS**, the Commission desires to amend the Agreements, at the President/CEO's sole discretion, with each of the Contractors for the terms, in the amounts, and on the conditions as described in the Agenda Item (hereinafter referred to as the "Amendments"); and

**WHEREAS**, each Contractor desires to amend its Agreement, if authorized by the President/CEO, in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in the Amendment; and

**WHEREAS**, Commission has reviewed the Agenda Item relating to the scopes of services to be provided and hereby finds and determines that the proposed Amendments are in furtherance of and consistent with the Commission's Strategic Plan; and

**WHEREAS**, Commission desires to authorize the Commission Chair and Commission Clerk to execute the Amendments to the Agreements with each of the Contractors for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AS FOLLOWS:**



**Section 1** Commission finds and determines the foregoing Recitals are true and correct and are a substantive part of this Resolution.

**Section 2** Commission authorizes the President/CEO, or designee, and Commission Counsel to prepare and negotiate Amendments to Agreements with each of the Contractors for the terms, in the amounts, and on the conditions consistent with the Agenda Item; and

**Section 3** The form of any Amendments shall be substantially similar to the standard form agreements, subject to minor, non-substantive revisions, or as otherwise required to comply with external funding sources, and will be reviewed and approved by the President/CEO, or designee, and Commission Counsel. The approval by the President/CEO, or designee, of the Agreements shall be conclusively evidenced by the execution of such Amendments by the Commission Chair and delivery thereof to the Commission Clerk.

**Section 4** Commission hereby approves the Amendments, which will be authorized at the President/CEO's sole discretion, with each of the Contractors for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

**Section 5** The Commission Chair and the Clerk of the Commission are hereby authorized to execute and attest, respectively, the Amendments on behalf of the Commission.

**Section 6** A copy of each final Amendment when executed by the Commission Chair and attested by the Clerk of the Commission shall be appended hereto as a part of Exhibit A to this Resolution. Exhibit A is hereby fully incorporated as a part of this Resolution by this reference and made a part hereof. Each final executed Amendment shall be placed on file in the office of the Clerk of the Commission.

**Section 7** In addition to the authorization of Section 2 above, the President/CEO, or designee, is hereby authorized, on behalf of the Commission, (i) to sign all documents necessary and appropriate to carry out and implement the Agreement(s), including any Amendment(s); (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such agreement(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such agreement(s) in the furtherance thereof.

**Section 8** The Clerk of the Commission shall certify to the adoption of this Resolution.

The foregoing resolution was passed and adopted by the following vote of the Children and Families Commission of Orange County on April 5, 2023 to wit:

AYES Commissioners: \_\_\_\_\_

NOES: Commissioner(s): \_\_\_\_\_

EXCUSED: Commissioner(s): \_\_\_\_\_

ABSTAINED: Commissioner(s) \_\_\_\_\_

\_\_\_\_\_  
CHAIR

STATE OF CALIFORNIA    )  
  )  
COUNTY OF ORANGE    )

I, ROBIN STIELER, Clerk of the Commission of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Commission and that the above and foregoing Resolution was duly and regularly adopted by the Children and Families Commission of Orange County.

**IN WITNESS WHEREOF**, I have hereto set my hand and seal.

\_\_\_\_\_  
ROBIN STIELER

Clerk of the Commission, Children and Families Commission of  
Orange County, County of Orange, State of California

Resolution No: \_\_-23-C&FC

Agenda Date: April 5, 2023

Item No. \_\_



I certify that the foregoing is a true and correct copy of the  
Resolution adopted by the

Robin Stieler, Clerk of the Commission

By: \_\_\_\_\_  
Deputy

**EXHIBIT A TO RESOLUTION OF COMMISSION**

(Attach copy(ies) of final executed Amendments and Agreements)

**Agenda Item 9**  
**April 5, 2023**

**DATE:** April 5, 2023

**TO:** First 5 Orange County

**FROM:** Kimberly Goll, President/CEO 

**ACTION:** Adopt Resolutions Authorizing Agreements with CIELO to Support New Family Child Care Providers and Muckenthaler & Associates for Technical Assistance

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**SUMMARY:**

First 5 Orange County continues to focus on increasing access to quality infant and toddler child care by building the capacity of providers through technical assistance, business resources, and shared learning opportunities. This item requests funding of stipends for participants who complete the required coursework and receive a family child care license as well as the consultant support to provide specific childcare technical assistance to program participants.

**BACKGROUND:**

Increasing quality infant and toddler child care is one of the focus areas of First 5 OC's Strategic Plan. We have several streams of ongoing work related to this focus area that fall within the strategies of will-building, practice change, and policy change.

We are continuing to build champions for child care and advancing a countywide focus on this topic by facilitating the Child Care Task Force and the Child Care Systems Collaborative. First 5 is providing support to the Child Care Task Force work groups and the Child Care Systems Collaborative as they develop and implement their action plans, which we anticipate will lead to practice change within the child care system. Additionally, we are keeping the Child Care Landscape up to date and continue to share it widely through various communication channels.

One of the work groups of the Child Care Task Force is the Child Care Legislation Work Group. They are working to identify and prioritize opportunities to support policy changes related to child care. The Child Care Legislation Work Group will present the identified priorities to the Policy Ad-hoc committee once they are completed.

We are also promoting practice change by working with several partners to grow small businesses in the child care sector and sustain a vital workforce to address the child care crisis in Orange County. One of our main goals is to create a new pipeline of Family Child Care Providers who can offer services from their apartments and homes.

In June 2022, First 5 OC supported a pilot program called the LAUNCH Childcare Business Program, which was led by Community for Innovation, Entrepreneurship, Leadership and Opportunities (CIELO). The support included recruitment outreach to local communities, as well as connections to child development related partners to educate participants on local resources. Of the 26 participants that completed the child care business training, 11 are currently working with a Client Navigator to launch their child care business in the next six months and another six

participants plan to launch in a year or more. Four participants are pursuing jobs in child care and the remaining five participants opted for alternative pathways.

Pre- and post-survey results of the program show that participants' confidence in starting a business increased by 36%; familiarity with resources in their community related to starting a business increased by over 300%; and knowledge of child development practices increased by 48%. CIELO anticipates starting a second cohort in Spring 2023.

In August 2022, First 5 OC funded a peer coaching project with the Orange County Association for the Education of Young Children (OCAEYC). Our funding allowed for stipends for up to 16 peer guides and a liaison that worked with the child care providers. Through peer guidance, group trainings, and one-on-one sessions, local providers receive real time, applicable trainings to support them in their business actions.

### **DISCUSSION:**

This agenda item recommends continuing our strategy of growing child care in Orange County by providing stipends to individuals that finish a program which includes training on both business development and the foundations for quality early learning, and pairs the individuals with a peer mentor.

CIELO will serve as the as the fiscal administrator for the stipends paid to individuals that complete the course work and become newly licensed family child care providers. The Small Business Development Council (SBDC) will conduct classes on child care business approaches with support from key child development partners. OCAEYC will provide peer guides that will walk alongside the participants as they go through the coursework and prepare to open a child care center. CIELO, OCAEYC and SBDC will provide case management and warm handoffs from one agency to another to support these potential child care providers as they build their business capacity, acquire entrepreneurial skills, and learn how to build a solid foundation as a child care provider in Orange County.

SBDC's course is comprised of business approaches and child care license requirements. The two-hour sessions, which will be delivered over an eight-week period, will include branding, regulatory compliance, marketing training, business development, connections to additional resources, and ongoing technical assistance by a trained SBDC business coach.

We are aiming to engage 20 to 25 prospective family child care providers to participate in two cohorts. We anticipate that 400 to 700 additional child care slots could be created through this project. The proposed budget of \$275,000 includes a \$5,000 stipend per participant (approximately 50 participants) and \$25,000 for administrative support. The stipends are needed to assist prospective child care providers in purchasing materials and supplies as well as to cover the necessary licensing fees and other regulatory requirements. The proposed SBDC course outline and stipend criteria are provided as Attachment 1.

In addition to the stipend support, we are requesting funding for the expertise of a consultant, Cinda Muckenthaler, to provide individualized technical support to child care providers and other community partners to increase infant and toddler child care expansion opportunities and systems-level improvements. Her efforts would also focus on alignment of investments and collaboration among school districts and community early learning programs.

Staff also recommends conducting an evaluation of the above strategy of business training and support to existing and potential child care providers, including the following areas:

- CIELO's retention rate and navigation efforts
- OCAEYC's peer coaching efforts
- SBDC's eight-week course for Family Child Care providers.
- Understanding barriers to starting and maintaining childcare businesses

The cost of this evaluation is expected to be under \$50,000 and therefore falls within the President/CEO's authority (no board action is needed). We are in the process of working with an evaluator to refine the design of the evaluation and determine if there is an opportunity to leverage funding and in-kind support.

Staff will return with periodic updates on the progress of the cohorts and findings of the evaluation as appropriate.

#### **STRATEGIC PLAN AND FISCAL SUMMARY:**

The recommended actions have been reviewed in relation to the Strategic Plan and are consistent with the focus area of increasing quality infant and toddler child care. Funding for stipends and evaluations will be included in the Proposed Fiscal Year 2023/2024 Budget.

#### **PRIOR COMMISSION ACTION:**

- August 2022 – Adopt Resolution Authorizing an Agreement with Orange County Association for the Education of Young Children (OCAEYC) to Support New or Existing Child Care Providers

#### **RECOMMENDED ACTIONS:**

1. Adopt resolution authorizing an agreement, FCI-CC-01, CIELO in the amount of \$275,000 for contract term May 1, 2023 – June 30, 2024 to administer a stipend program to participants who complete the described coursework as well as receive a family child care license.
2. Adopt resolution authorizing agreement, C-470, with Muckenthaler & Associates in the amount of \$150,000 for contract term May 1, 2023 – June 30, 2024 to provide technical assistance and program management.

#### **ATTACHMENTS:**

1. Small Business Development Council Program Outline
2. CIELO Resolution
3. Muckenthaler & Associates Resolution

**CONTACT:** Cristina Blevins

## Small Business Development Council Program Outline – Attachment 1

<b>Session 1 Pre-Program</b>	Orientation/Expectations about the program to potential participants
<b>Session 1</b>	
Business Topic:	Business Planning/Starting a business
Childcare Topic:	Childcare Landscape, First 5 Resources including LearningLinks, School Districts, Family Engagement – First 5 Peer Guides/Membership – OCAEYC Overview
<b>Session 2</b>	
Childcare Topic:	Process to get a License - Community Care Licensing
<b>Session 3</b>	
Business Topic:	Financial Projections/Available Capital for your Business
Childcare Topic:	Quality Start OC and Training/Resources - OCDE Services Overview
<b>Session 4</b>	
Business Topic:	Creating a Marketing Plan
Childcare Topic:	Children's Home Society Overview: Resource & Referral and Alternative Payment Funding Family Child Care resources THINK Together Overview, Resources and Funding
<b>Session 5</b>	
Business Topic:	Creating a Digital/Social Media Presence and Advertising
Childcare Topic:	Support Services: Start Well Overview, Help Me Grow Overview
<b>Session 6</b>	
Business Topic:	Understanding Market Research and your Competition
Childcare Topic:	Referral to Services/Trainings and Development Screenings
<b>Session 7</b>	
Business Topic:	Licensing and Permits for your Business/Accounting
Childcare Topic:	Workforce Development - Overview of Local Planning Council
<b>Session 8</b>	
Business Topic:	Putting your Plan together to get started
Childcare Topic:	Putting your Plan together to get started

## **Program Outline- STIPEND CRITERIA**

- Attend all eight sessions
- Participate in evaluation of program including surveys, interviews, etc.
- Sign up for CHS' Resource and Referral (R&R)
- Sign up for Alternative Payment program
- Sign up for OC Quality Start program
- Meet with OCAEYC peer coach at least once during sessions
- Meet with SBDC coach at least once during sessions
- Meet with CIELO client navigator
- Apply and receive a Department of Social Services/Community Care License

### **Stipend Payment Intervals:**

Attendance at all eight sessions	\$1,000
Completion and submittal of DSS/CCL application	\$1,500
Obtain a DSS/CCL with program spaces dedicated to children under 5	\$2,500



**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**

**RESOLUTION NO. \_\_\_\_-23-C&FC**

**April 5, 2023**

**A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENT NO. C-470, AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH MUCKENTHALER & ASSOCIATES FOR CHILDCARE PROVIDER TRAINING TECHNICAL ASSISTANCE AND PROGRAM MANAGEMENT SERVICES; AND, AUTHORIZING APPROVAL AND EXECUTION OF SUCH AGREEMENT ON BEHALF OF THE COMMISSION**

**WHEREAS**, in order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and County Children and Families Commissions, including this Children and Families Commission of Orange County ("Commission"); and

**WHEREAS**, Commission adopted its Strategic Plan to define how funds authorized under the Act and allocated to the Commission should best be used to meet the critical needs of Orange County's children prenatal to five years of age as codified in the Act; and

**WHEREAS**, the Commission desires to enter into Agreement No. C-470 with Muckenthaler & Associates (hereinafter referred to as the "Contractor"), at the President/CEO's sole discretion, for childcare provider training technical assistance and program management services (hereinafter collectively referred to as the "Agreement") for the terms, in the amounts, and on the conditions as described in in the staff report, and applicable attachments, for this April 5, 2023 Agenda Item (hereinafter referred to as the "Agenda Item");

**WHEREAS**, the Contractor desires to enter into the Agreement, if authorized by the President/CEO, in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in the Agreement; and

**WHEREAS**, Commission has reviewed the Agenda Item relating to the scopes of services to be provided and hereby finds and determines that the proposed Agreement is in furtherance of and consistent with the Commission's Strategic Plan; and

**WHEREAS**, Commission desires to authorize the Commission Chair and Commission Clerk to execute the Agreement with the Contractor for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AS FOLLOWS:**

**Section 1** Commission finds and determines the foregoing Recitals are true and correct and are a substantive part of this Resolution.

**Section 2** Commission authorizes the President/CEO, or designee, and Commission Counsel to prepare and negotiate the Agreement with the Contractor for the terms, in the amounts, and on the conditions consistent with the Agenda Item; and

**Section 3** The form of the Agreement shall be substantially similar to the standard form agreement, subject to minor, non-substantive revisions, or as otherwise required to comply with external funding sources, and will be reviewed and approved by the President/CEO, or designee, and Commission Counsel. The approval by the President/CEO, or designee, of the Agreement shall be conclusively evidenced by the execution of such Agreement by the Commission Chair and delivery thereof to the Commission Clerk.

**Section 4** Commission hereby approves the Agreement, which will be authorized at the President/CEO's sole discretion, with the Contractor for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

**Section 5** The Commission Chair and the Clerk of the Commission are hereby authorized to execute and attest, respectively, the Agreement on behalf of the Commission.

**Section 6** A copy of the final Agreement, when executed by the Commission Chair and attested by the Clerk of the Commission, shall be appended hereto as a part of Exhibit A to this Resolution. Exhibit A is hereby fully incorporated as a part of this Resolution by this reference and made a part hereof. The final executed Agreement shall be placed on file in the office of the Clerk of the Commission.

**Section 7** In addition to the authorization of Section 2 above, the President/CEO, or designee, is hereby authorized, on behalf of the Commission, (i) to sign all documents necessary and appropriate to carry out and implement the Agreement(s), including any Amendment(s); (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such agreement(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such agreement(s) in the furtherance thereof.

**Section 8** The Clerk of the Commission shall certify to the adoption of this Resolution.

The foregoing resolution was passed and adopted by the following vote of the Children and Families Commission of Orange County on April 5, 2023 to wit:

AYES Commissioners: \_\_\_\_\_

NOES: Commissioner(s): \_\_\_\_\_

EXCUSED: Commissioner(s): \_\_\_\_\_

ABSTAINED: Commissioner(s) \_\_\_\_\_

\_\_\_\_\_  
CHAIR

STATE OF CALIFORNIA    )  
  )  
COUNTY OF ORANGE    )

I, ROBIN STIELER, Clerk of the Commission of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Commission and that the above and foregoing Resolution was duly and regularly adopted by the Children and Families Commission of Orange County.

**IN WITNESS WHEREOF**, I have hereto set my hand and seal.

\_\_\_\_\_  
ROBIN STIELER

Clerk of the Commission, Children and Families Commission of  
Orange County, County of Orange, State of California

Resolution No: \_\_-23-C&FC

Agenda Date: April 5, 2023

Item No. \_\_



I certify that the foregoing is a true and correct copy of the  
Resolution adopted by the

Robin Stieler, Clerk of the Commission

By: \_\_\_\_\_  
Deputy

**EXHIBIT A TO RESOLUTION OF COMMISSION**

(Attach copy(ies) of final executed Agreements)

**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**

**RESOLUTION NO. \_\_\_\_-23-C&FC**

**April 5, 2023**

**A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENT NO. FCI-CC-01, AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH COMMUNITY FOR INNOVATION, ENTREPRENEURSHIP, LEADERSHIP, AND OPPORTUNITIES (CIELO) FOR CHILDCARE PROVIDER TRAINING AND SUPPORT SERVICES; AND, AUTHORIZING APPROVAL AND EXECUTION OF SUCH AGREEMENT ON BEHALF OF THE COMMISSION**

**WHEREAS**, in order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and County Children and Families Commissions, including this Children and Families Commission of Orange County ("Commission"); and

**WHEREAS**, Commission adopted its Strategic Plan to define how funds authorized under the Act and allocated to the Commission should best be used to meet the critical needs of Orange County's children prenatal to five years of age as codified in the Act; and

**WHEREAS**, the Commission desires to enter into Agreement No. FCI-CC-01 with Community for Innovation, Entrepreneurship, Leadership and Opportunities (CIELO) (hereinafter referred to as the "Contractor"), at the President/CEO's sole discretion, for childcare provider training and support services (hereinafter collectively referred to as the "Agreement") for the terms, in the amounts, and on the conditions as described in the staff report, and applicable attachments, for this April 5, 2023 Agenda Item (hereinafter referred to as the "Agenda Item");

**WHEREAS**, the Contractor desires to enter into the Agreement, if authorized by the President/CEO, in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in the Agreement; and

**WHEREAS**, Commission has reviewed the Agenda Item relating to the scopes of services to be provided and hereby finds and determines that the proposed Agreement is in furtherance of and consistent with the Commission's Strategic Plan; and

**WHEREAS**, Commission desires to authorize the Commission Chair and Commission Clerk to execute the Agreement with the Contractor for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AS FOLLOWS:**

**Section 1** Commission finds and determines the foregoing Recitals are true and correct and are a substantive part of this Resolution.

**Section 2** Commission authorizes the President/CEO, or designee, and Commission Counsel to prepare and negotiate the Agreement with the Contractor for the terms, in the amounts, and on the conditions consistent with the Agenda Item; and

**Section 3** The form of the Agreement shall be substantially similar to the standard form agreement, subject to minor, non-substantive revisions, or as otherwise required to comply with external funding sources, and will be reviewed and approved by the President/CEO, or designee, and Commission Counsel. The approval by the President/CEO, or designee, of the Agreement shall be conclusively evidenced by the execution of such Agreement by the Commission Chair and delivery thereof to the Commission Clerk.

**Section 4** Commission hereby approves the Agreement, which will be authorized at the President/CEO's sole discretion, with the Contractor for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

**Section 5** The Commission Chair and the Clerk of the Commission are hereby authorized to execute and attest, respectively, the Agreement on behalf of the Commission.

**Section 6** A copy of the final Agreement, when executed by the Commission Chair and attested by the Clerk of the Commission, shall be appended hereto as a part of Exhibit A to this Resolution. Exhibit A is hereby fully incorporated as a part of this Resolution by this reference and made a part hereof. The final executed Agreement shall be placed on file in the office of the Clerk of the Commission.

**Section 7** In addition to the authorization of Section 2 above, the President/CEO, or designee, is hereby authorized, on behalf of the Commission, (i) to sign all documents necessary and appropriate to carry out and implement the Agreement(s), including any Amendment(s); (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such agreement(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such agreement(s) in the furtherance thereof.

**Section 8** The Clerk of the Commission shall certify to the adoption of this Resolution.

The foregoing resolution was passed and adopted by the following vote of the Children and Families Commission of Orange County on April 5, 2023 to wit:

AYES Commissioners: \_\_\_\_\_

NOES: Commissioner(s): \_\_\_\_\_

EXCUSED: Commissioner(s): \_\_\_\_\_

ABSTAINED: Commissioner(s) \_\_\_\_\_

\_\_\_\_\_  
CHAIR

STATE OF CALIFORNIA    )  
  )  
COUNTY OF ORANGE    )

I, ROBIN STIELER, Clerk of the Commission of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Commission and that the above and foregoing Resolution was duly and regularly adopted by the Children and Families Commission of Orange County.

**IN WITNESS WHEREOF**, I have hereto set my hand and seal.

\_\_\_\_\_  
ROBIN STIELER

Clerk of the Commission, Children and Families Commission of  
Orange County, County of Orange, State of California

Resolution No: \_\_-23-C&FC

Agenda Date: April 5, 2023

Item No. \_\_



I certify that the foregoing is a true and correct copy of the  
Resolution adopted by the

Robin Stieler, Clerk of the Commission

By: \_\_\_\_\_  
Deputy

**EXHIBIT A TO RESOLUTION OF COMMISSION**

(Attach copy(ies) of final executed Agreements)



**DATE:** February 24, 2023**TO:** First 5 Orange County**FROM:** Kimberly Goll, President/CEO**ACTION:** Assign Terms to Technical Advisory Committee Members**SUMMARY:**

In February, the Board approved a restructure of the Technical Advisory Committee (TAC). The newly adopted bylaws call for staggered three-year terms which must be assigned by the First 5 Board. This item provides for assignment of TAC member terms.

**DISCUSSION:**

In the new structure, TAC members have the following roles:

- Serve on a countywide collaborative that is working to improve systems that serve young children and families in alignment with First 5 OC's Strategic Plan.
- Participate in TAC meetings including an annual early childhood community summit.
- Bring their related expertise and advice to First 5 staff on an ongoing basis and to Board meetings as appropriate.

Several of the current TAC members serve on a countywide collaborative that aligns with our Strategic Plan priorities as illustrated below. As mentioned in the December agenda item, one priority area is early childhood relational or mental health. We noted there are a few different convenings centered around young children's mental health such as the Prenatal to 5 work group of Be Well OC and the Early Childhood Mental Health Collaborative. As these groups evolve, we anticipate having a TAC representative(s) serve on one or more that have the greatest system improvement focus.

Strategic Plan Priority	Collaborative	TAC Member/Agency
Well-Child Visits, Screenings, and Linkage to Services	Detect & Connect OC	• Marie Jeannis, CalOptima
Home Visiting	Home Visiting Collaborative	• Michelle Cheung, OC Health Care Agency/Community & Nursing Services • Gail Araujo, OC Social Services Agency/Family Self-Sufficiency and Adult Services • Scott Burdick, OC Social Services Agency/Children and Family Services

Infant and Toddler Child Care	Child Care System Task Force	<ul style="list-style-type: none"> <li>• Susan McClintic, First 5 OC</li> </ul>
Early Childhood Mental Health	To be Determined	<ul style="list-style-type: none"> <li>• Dawn Smith, OC Health Care Agency/Children, Youth, and Prevention</li> <li>• Frank Donavan, Magnolia School District</li> </ul>

The bylaws for the TAC establish three-year terms and that TAC members can serve two consecutive terms. Because the terms are to be staggered, TAC members serving as of today's meeting, April 5, 2023, will be reappointed for a one-, two-, or three-year initial term.

We have placed the names of TAC Members on equally sized cards that have been randomly deposited in a container. Although the TAC Bylaws that were approved by the Board in February indicate that the Board would draw members for specific terms based upon the existing 8-member TAC Committee, there has recently been a vacancy for one of the TAC members, and therefore, at this meeting, the First 5 OC Board Chair will draw three names to serve a one-year term; two names to serve a two-year term; and two names to serve a three-year term. After serving their initial term, these TAC members can serve another consecutive three-year term if desired by the member and the First 5 OC Board.

#### **STRATEGIC PLAN & FISCAL SUMMARY:**

The recommended action presented in this staff report has been reviewed in relation to the Strategic Plan and is consistent with applicable goals and outcomes.

#### **PRIOR COMMISSION ACTIONS:**

- February 2023 – Approve Restructure of Technical Advisory Committee, Bylaws, and Policy
- December 2022 – Discuss and Provide Direction on Next Steps for Determining the Configuration of the Technical Advisory Committee
- June 2022 – Appoint Michele Cheung to the First 5 Orange County Technical Advisory Committee
- April 2022 – Appoint Marie Jeannis to the First 5 Orange County Technical Advisory Committee
- February 2022 – Appoint Dawn Smith to the First 5 Orange County Technical Advisory Committee

#### **RECOMMENDED ACTION:**

Assign terms to Technical Advisory Committee members.

#### **ATTACHMENTS:**

None

**CONTACT:** Lisa Burke

**Agenda Item 11**

April 5, 2023

**DATE:** February 28, 2023**TO:** First 5 Orange County**FROM:** Kimberly Goll, President/CEO**ACTION:** Approve First 5 Orange County's Equity Commitment

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**SUMMARY:**

This item requests approval of the Equity Commitment and provides a summary of the stakeholder input process as well as proposed next steps to develop a related accountability plan. At this meeting, the Family Ambassadors who participated in the Equity Commitment workgroup will share their experience being part of this process.

**DISCUSSION:**

First 5 Orange County's Equity Commitment workgroup has gathered feedback on the draft Equity Commitment shared with the Board in February of 2023. We reached out to various stakeholders, including our Engaged Neighborhoods, Family Ambassadors, First 5 OC Board members, staff, and consultants. Additionally, Family Ambassadors shared the draft Equity Commitment with their parent networks. Stakeholder input has been crucial in shaping the Equity Commitment, which is provided as Attachment 1 to this item.

Stakeholders value the Equity Commitment's emphasis on partnering with communities, promoting equity, fostering diversity and a sense of belonging, and using data. Additionally, stakeholders appreciate the inclusion of family voice in the workgroup which led to the development of the Equity Commitment. The attached Equity Commitment is structured in four parts with an introduction that highlights First 5 Orange County's commitment to promoting equity, a second section that shares our grounding values, a third section that defines the grounding values of the commitment, and a fourth section that discusses accountability.

There was a strong desire for the Equity Commitment to include foundational values and examples of how First 5 uses its Equity Commitment, which are now incorporated. Family Ambassadors specifically requested that we be more intentional in defining equity, distinguishing it from equality, incorporating imagery to help clarify this distinction, and presenting our values in a graphic format to make them more accessible and easy-to-read. Once we have the Board's approval of the Equity Commitment, we will add it to our website and share it broadly with partners through social media and community updates.

The next activity related to First 5 OC's commitment to equity is to develop an accountability plan that defines how we will hold ourselves and our organization accountable to this Equity Commitment. Staff, with support from the Center for the Study of Social Policy, will identify best practices and find examples that the Equity Commitment workgroup will use to create organizational accountability. Similar to the development of the Equity Commitment, we will work with Engaged Neighborhoods, Family Ambassadors and their networks, the Board, staff, and consultants to finalize an accountability plan. Through the process of determining what

organizational accountability looks like, stakeholders recommend we include an analysis of our use of data to target inequities. Below is a schedule and activities for development of an accountability plan.

Action	Schedule
Research Accountability Plans/Best Practices	April
Workgroup convenes, drafts Accountability Plan	April - June
Draft Plan shared with staff, consultants, Ambassadors, and their network	May - July
Draft Plan shared with F5OC Board	August
Plan finalized with Stakeholder Input	September
Return to F5OC Board for Approval of Accountability Plan	October

**STRATEGIC PLAN & FISCAL SUMMARY:**

The recommended action presented in this staff report has been reviewed in relation to the Strategic Plan and is consistent with applicable goals.

**PRIOR COMMISSION ACTIONS:**

- February 2023 – Receive Update and Review Draft Equity Commitment
- April 2022 – Receive Update on Development of an Equity Commitment for first 5 Orange County

**RECOMMENDED ACTION:**

Receive report and approve the First 5 Orange County Equity Commitment.

**ATTACHMENT:**

First 5 Organizational Equity Commitment

**CONTACT:**

Mike Anderson



**FIRST 5**  
ORANGE COUNTY

Helping all children reach their full potential

# First 5 Orange County's Ongoing Commitment to Equity

## Introduction

First 5 Orange County is committed to promoting equity and ensuring that all children in our community have an equal opportunity to reach their full potential and thrive. To First 5 OC, equity means that every child deserves the support and resources they need to succeed, regardless of their background or circumstance.

Equity differs from equality. Equality means providing the same level of opportunity and assistance to all. Equity means providing different levels of support and assistance depending on specific needs or abilities.



**EQUALITY:** Everyone gets the same – regardless if it's needed or right for them.

**EQUITY:** Everyone gets what they need – understanding the barriers, circumstances and conditions.

To achieve this, we are committed to engaging with parents and families to ensure their voices are heard and their perspectives are included in our decision-making processes. We believe that parents and families are the experts on their own children and are essential partners in promoting the healthy development of our community's children. We will continue to partner with and support service providers and other early childhood system partners as they are fundamental in providing services and supports directly to families.

First 5 Orange County is uniquely positioned to support equity in our many roles including as a partner, funder, convener, service provider and policy advocate. We call on our partners, stakeholders, and community members to join us in this commitment to promoting equity and ensuring that all children have the opportunities they need to succeed. Together, we can create a bright future for the children in Orange County.

## Grounding Values



### Partnering with Communities

We believe that in order to responsibly support families and children, organizations and institutions need to listen to and partner with families in meaningful ways to create systems that work for them and their children.



### Fostering Diversity and Belonging

We believe that Orange County is a better place because of the vast diversity in race, ethnicity, culture, ability and life experiences of its residents. We believe that children and families deserve to feel a strong sense of belonging to their community, however they choose to define it.



### Promoting Equity

We are committed to ensuring that every child has an equal opportunity to succeed, regardless of their race, zip code, income level, ability, or any other personal characteristic. We believe that every child deserves the support and resources they need to reach their full potential and thrive, and we will work to eliminate any barriers that may prevent them from doing so.



### Using Data

We are also committed to using data, such as our Early Development Index data, to inform our work and identify areas where disparities and inequities exist. This data allows us to understand the specific challenges and needs of our community and work with families to develop targeted strategies and interventions to address them.

## Equity in Action

Since our inception more than 20 years ago, First 5 Orange County has become a leading convener and collaborator, as well as a valued capacity builder and funder of best practices with an emphasis on elevating equity. In these roles, we offer the community deep expertise on the importance of early childhood in human development and the conditions that children and families need to thrive.

**Here are some examples in how First 5 Orange County's work has shifted with our focus on equity:**



## Accountability

We understand that having an Equity Commitment is not enough; we also need to measure our progress and hold ourselves accountable. In order to do this, First 5 Orange County is committed to creating and consistently updating a living, organizational Accountability Plan that lives in concert with this Equity Commitment. We commit to:

1. Continuing to partner with parents and families to ensure that their voices are heard and included in our decision-making processes. This is done through a relationship centered approach so staff can fully partner with parents and the community.
2. Using data to inform our work and identify disparities and inequities.
3. Developing targeted strategies and interventions to address identified disparities and inequities.
4. Continuing to learn and grow as an organization, staying up to date on best practices and emerging research in the field of early childhood development and equity.



**DATE:** March 27, 2023

**TO:** First 5 Orange County

**FROM:** Kimberly Goll, President/CEO



**ACTION:** Receive the President/Chief Executive Officers Report

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### **Strategic Plan Action Plans**

This is the bi-monthly progress report on the Action Plans that have been developed to track progress on our goals and objectives in each of the following focus areas: Well-child Visits and Screenings; Strengthening Families; Quality Infant and Toddler Child Care; Equitable Distribution of Resources; and Internal activities.

Attachment 1 provides the “at a glance” view of Action Plans. Attachment 2 provides additional detail for each of the Action Plans that are underway, including accomplishments and challenges since our report in February.

Significant progress to note for this month includes:

- HealthySteps is showing progress toward sustainability with two of the three FQHCs that have implemented the HealthySteps program reporting decreased losses each quarter (see item 1.3 on Attachment 2)
- Work on integrating Plans of Safe Care into the perinatal health system in OC (item 2.1)
- The release of the Doula Request for Proposal and prenatal to three/home visiting Request for Information, reflecting progress toward new service deployment (item 2.4)
- Development of city-focused child care reports, and a presentation to city leadership (item 3.1)
- Completion of Impact Plans for the four Engaged Neighborhoods (item 4.2)
- Completion of the Early Development Index spotlights and a series of community presentations (item 4.5)
- Completion of the Kid Builder activities, illustrations and webpage (item 5.2)

### **OC Grantmakers**

First 5 OC was a founding member of OC Grantmakers (OCG) and has been a member for more than 20 years. OCG envisions an Orange County where philanthropists and nonprofits work together as partners to achieve equity for Orange County’s most impacted communities. Tiffany Alva, Director of Partnerships and Government Affairs, is the current OCG Chair. This year, as part of their Strategic Plan, OCG is holding a series of Issue Tables including one focused on Early Childhood. The first Early Childhood Issue Table was held in March and seven Orange County funders attended. The purpose of the Issue Table is to create a better understanding of what is currently being funded in early childhood, and to provide a single point for collaboration between funders and the early childhood community. Given both OCG’s and First 5’s focus on equity and early childhood, we will be providing five hours of in-kind communications support to OCG monthly until June 2023. Staff anticipates bringing an agenda item in June for funding to support the Early Childhood Issue Table.



**First 5 Advocacy Day**

The First 5 Association will host their annual First 5 Advocacy Day on April 19<sup>th</sup>, 2023. It will be virtual again this year. First 5 Advocacy Day is a day when the 58 First 5 county commissions, First 5 California, and the First 5 Association come together to discuss early childhood issues and the impact of the governor's budget proposal for young children and families. The day will include statewide meetings and meetings with local legislators. Contact Tiffany Alva at [Tiffany.alva@cfcoc.ocgov.com](mailto:Tiffany.alva@cfcoc.ocgov.com) if you are interested in attending.

**Financial Report Update***Investment Report*

Pursuant to First 5 Orange County's Fiscal Year 2022-2023 Investment Policy Statement, the Orange County Treasurer submits Quarterly Investment Reports to the Commission. The Investment Report (Attachment 3) summarizes investment activities for the three-month period of October 1 through December 31, 2022. The primary objective of the Treasurer is to invest the Commission's funds to provide safety of principal and liquidity, while providing a reasonable return on investments. Currently, the Treasurer has invested 100 percent of the Commission's funds in the Orange County Investment Pool (OCIP).

*Revenue Update*

Total tobacco tax revenue as reported July through December 2022 is \$13.3 million. This total includes the backfill revenue from Prop 56 as well as the adjustments for the revenue transferred out for the Prop 99 and Breast Cancer Fund. The January 2023 revenue report will be the first indication of the realized reduction to tobacco tax revenue due to the flavor ban.

**Attachment:**

1. SPAP Matrix
2. Action Plan Progress Summary
3. Investment Report
4. January 2023 Financial Highlights
5. February 2023 Financial Highlights

**CONTACT:**

Kim Goll

## Summary of First 5 Orange County Strategic Plan Action Plans

<b>Focus Area: Well-Child Visits &amp; Screenings</b>	<b>Staff Lead</b>	<b>Status</b>
1.1 Set & Track Community Targets for Well-Child Visits and Developmental Screens	Lisa Burke	On Track
1.2 Comprehensive Messaging & Outreach	Lisa Burke	On Track
1.3 Expand Healthy Steps	Sara Brown	On Track
1.4 Continuous Medi-Cal Eligibility or Redetermination	Lisa Burke	Not Started
1.5 Support Access and Utilization of Well-Child Visits	Lisa Burke	Not Started
<b>Focus Area: Strengthen Families</b>		
2.1 Integrate Plans of Safe Care into the Perinatal Health and Social Services Systems in OC	Sara Brown, Yvette Nunez	On Track
2.2 Support Home Visiting Collaborative	Sara Brown	On Track
2.3 Support Parents as Teachers (PAT) Implementation	Yvette Nunez	On Track
2.4 Support New Innovative Service Deployment for Prenatal to 5	Sara Brown, Anaiah Brown	On Track
2.5 Develop a Strategy for Homeless Prevention Services	Mike Anderson	On Track
2.6 Link DULCE to Home Visiting and Determine Sustainability Strategy	Sara Brown	On Track
2.7 Develop Long Term Prenatal Home Visiting Strategy	Anaiah Brown	On Track
2.8 Integrate Neighborhood Resource Network (NRN) into Home Visiting Program	Sara Brown	On Track
2.9 Analyze and Determine Renewal Strategy for HCA Home Visiting Programs	Sara Brown	On Track
<b>Focus Area: Quality Infant &amp; Toddler Child Care</b>		
3.1 Four to Five Local Solutions with the Child Care Taskforce	Tiffany Alva	On Track
3.2 Child Care System Support	Tiffany Alva	On Track
3.3 IMPACT	Mike Anderson	Not Started
3.4 Streamline Child Care for Special Populations	TBD	Delayed
<b>Focus Area: Equitable Distribution of Resources</b>		
4.1 Refine and Continue the Strategy of Family Engagement	Mike Anderson	On Track
4.2 Support, Refine, and Grow Engaged Neighborhoods	Mike Anderson	On Track
4.3 Conduct a Father Engagement Landscape to Inform Recommendations for a Programmatic Strategy	Andrew Montejo	On Track
4.4 Empower Families to Advocate for Themselves and Their Children to Meet their Medical and Legal Needs	Andrew Montejo	On Track
4.5 Increase relevance and use of Early Development Index	Mike Anderson	On Track
<b>Focus Area: Internal</b>		
5.1 Protective Factors	Lisa Burke	On Track
5.2 Rollout of Updated Kid Builders	Lisa Burke	On Track

## Focus Area: Well-Child Visits & Screenings

### 1.1 Set and Track Community Targets for Well-Child Visits and Developmental Screens

**Accomplishments:** Detect & Connect OC continues to meet and discuss community targets for well-child visits and developmental screens. We are on schedule to complete this task by the end of the fiscal year.

### 1.2 Comprehensive Messaging and Outreach

**Accomplishments:** We have shared the parent focus group findings with the Detect & Connect Steering Committee and are in the process of drafting parent-facing messages. Once drafted, we will share these back with parents to incorporate their feedback into the messages. Then all partners will share out the common messaging. When we shared the results of the focus groups with our Engaged Neighborhoods, they not only confirmed the findings but also expressed interest and willingness to share messages about well-child visits and screens with their networks.

### 1.3 Expand Healthy Steps

**Accomplishments:** On February 16<sup>th</sup>, we kicked off UCI's Virtual HealthySteps Institute and Technical Assistance program for their Federally Qualified Health Centers (FQHCs) located in Santa Ana and Anaheim. This meeting was attended by UCI's FQHC leaders including the Chief Medical Officer, and Director of Behavioral Health. In addition, we continue to host Learning Community meetings with staff from Zero to Three, Health Management Associates, and the FQHCs in both Orange and Riverside County to advance strategies to expand HealthySteps Program and to align these programs with local referrals. Currently, two of the three FQHCs that have implemented the HealthySteps program are reporting decreased losses each quarter. We provide each of the three clinics with approximately \$25,000 per quarter to support the HealthySteps Specialist's salary plus benefits. Recently, First 5 Leadership has met with staff from the Board of Supervisor's District 4 to discuss program expansion in their district. In addition, we also assist clinics that are not FQHCs and teach them how to implement the new dyadic and family benefits that will allow them to bill for behavioral health services, per the State's guidelines.

**Challenges:** Increasing the number of pediatric patients, ages 0-3, assigned to the FQHCs by the various health networks that CalOptima contracts with may be a topic that should be discussed with CalOptima in FY 2024. Hiring LCSWs to fill the HealthySteps role remains a challenge. UCI was able to recruit internally to fill the position.

## Attachment 2

### Summary of Progress on Strategic Plan Action Plans

April 2023

#### 1.4 Continuous Medi-Cal Eligibility or Redetermination

**Accomplishments:** While we have not yet created an Action Plan for this topic, staff has begun to connect with partners to prepare for Medi-Cal Redetermination. CalOptima held an InfoSeries in collaboration with the County of Orange Social Services Agency and Covered California the week of March 27<sup>th</sup>, which First 5 staff attended. The InfoSeries provided information about:

- The Medi-Cal annual redetermination process, including the timeline and what CalOptima Health members can expect
- How CalOptima Health members can prepare to report a change in contact information or circumstances
- Communications strategy and resources for the community

CalOptima, in partnership with SSA, developed a toolkit of communication materials which are based on resources from the Department of Healthcare Services and customized for Orange County. The toolkit includes flyers, posters, FAQs, sample media posts, articles for reprinting and texts. CalOptima has asked First 5 OC to support the outreach campaign, sharing widely with families. Translated information in Spanish and Vietnamese are in development and should be available at the end of March. Additionally, Community Health Initiative of Orange County has developed family-friendly flyers about redetermination, which we have shared at community events prior to the CalOptima toolkit being complete.

#### 1.5 Support Access and Utilization of Well-child Visits

**Accomplishments:** This work has not yet started, but we will develop a goal and actions in response to what we learned from parents in the focus groups that were conducted under item 1.1. The focus group findings were recently shared at Detect & Connect OC, and we anticipate shared messaging will soon be available for us to begin using.

## Focus Area: Strengthen Families

#### 2.1 Integrate Plans of Safe Care into the Perinatal Health and Social Services Systems in OC

**Accomplishments:** In mid-February, nine birthing hospitals along with 27 management and staff attended a virtual convening focused on Plans of Safe Care (POSC). The walk-through convening coordinated by Hospital Association of Southern California (HASC) and the Family Treatment Taskforce provided an opportunity for hospitals to have open discussion around POSC implementation. The convening was led by First 5 OC Consultant, Children and Family Futures. A follow-up meeting for the hospitals is scheduled for mid-April.

## Attachment 2

### Summary of Progress on Strategic Plan Action Plans

April 2023

#### 2.2 Support Home Visiting Collaborative

**Accomplishments:** We continue to facilitate conversations among Home Visiting Collaborative (HVC) members regarding the backbone/system infrastructure needed to support systemwide coordination, including improved referral pathways. Service Level Agreements (SLAs) are part of a bigger conversation among HVC members regarding the backbone/system infrastructure to enable systemwide coordination. The HVC meeting in February focused on the different components of a backbone entity. Meeting attendees worked in small groups to review one of the proposed functional areas (i.e., coordinated entry, workforce development, data management, and communication).

**Challenges:** Challenges include: 1) ensuring that partners are approaching conversations from a place of shared understanding around the opportunities for alignment; 2) designing a system that blends standardization across funded programs while preserving programmatic autonomy; 3) ensuring a shared and supported understanding across stakeholders for this system change approach; and 4) identifying the funding model to build and sustain this system infrastructure.

#### 2.3 Support Parents as Teachers (PAT) Implementation

**Accomplishments:** After receiving additional technical assistance to support comprehensive data submission, second quarter performance measures reports were submitted by funded providers. There has been a transition in staff overseeing home visiting programs at both funded PAT provider agencies, and the newly onboarding administrators were provided orientations detailing scopes of work, model requirements, and other relevant information. In addition, a February meeting was held with the PAT National Center Implementation Support Specialist to review funded partners' mid-year performance measures and to identify opportunities for technical assistance support and performance improvements. Further, data topics of interest as well as model implementation support inquiries were solicited and collected from funded partners to inform planning.

**Challenges:** At this time, mid-year data demonstrates varied affiliate progress toward fulfillment of essential model requirements. Data and reporting integrity issues continue to require reconciliation, lengthening the performance review process.

#### 2.4 Support New Innovative Service Deployment for Prenatal to 5

**Accomplishments:** First 5 OC's Vital Village events have been a success, and we continue to conduct them monthly. The Doula RFP was released in January of 2023, bringing Orange County one step closer to an increased capacity of doulas in Orange County to serve historically marginalized communities. Additionally, the Request for Information for prenatal to three services including home visiting was successfully released. Nine organizations submitted and we are currently reviewing the information.

## Attachment 2

### Summary of Progress on Strategic Plan Action Plans

April 2023

#### 2.5 Develop a Strategy for Homeless Prevention Services

**Accomplishments:** We have continued to meet with Family Solutions Collaborative leadership and members for ongoing oversight of housing navigation and housing diversion work, and problem-solving with the team to address difficulty meeting deliverables related to the changing landscape of homelessness in Orange County.

#### 2.6 Link DULCE to Home Visiting and Determine Sustainability Strategy

**Accomplishments:** Training materials have been developed for Family Specialists to use with the Bridges hospital bedside screening tool to assess and refer into home visiting programs including flagging families who may be CalWORKs recipients. Family Specialists will receive training on the tool in late March 2023. Following the December 2022 meeting with CalOptima and the determination that DULCE should be covered in their current capitation rates, CHOC's Population Health leadership team continue to explore sustainability options through grants and also continue to meet with F5 leadership regarding any potential options that may be further explored.

**Challenges:** Staff turnover has resulted in some changes in service delivery to fully pilot the extended model. With more consistency in staff, they will have a better understanding of the strengths and barriers in implementation to begin to document the plans in the next quarter.

#### 2.7 Develop Long-term Prenatal Home Visiting Strategy

**Accomplishments:** Most of this task has been completed. First 5 staff and consultants will continue to be in communication with MOMS Orange County as they explore new opportunities and finalize their strategic plan. They also have continued to coordinate and communicate regarding planning and renewal efforts including overlapping strands of work.

#### 2.8 Integrate Neighborhood Resource Network (NRN) into Home Visiting Program

**Accomplishments:** F5 staff and consultants have created tools, program flow charts and a data summary based on the current model. Part of that was a planning tool which the home visiting providers and the HUB agency have been populating with their primary responsibilities and the time dedicated to each. The data collected in this tool will be used for program planning purposes. Once the new program structure and scopes are determined by First 5 following the RFI and funding recommendations, a formal transition will occur. The NRN program budget is contingent upon the new home visiting agency scope and contracting process, which will be led by First 5 staff following the funding recommendations at the April Board meeting. Once the new service providers are identified, training can be coordinated and scheduled, as appropriate.

## Attachment 2 Summary of Progress on Strategic Plan Action Plans

April 2023

**Challenges:** With the recent Prenatal to Three Request for Information (RFI) process, the activities for this action plan required a modification to push the dates further out to correlate with that timeline.

### 2.9 Analyze and Determine Renewal Strategy for HCA Home Visiting Programs

**Accomplishments:** Final contract language has been submitted to the Health Care Agency in support of their Home Visiting program for another year. First 5 OC is working with HMA to develop a care coordination strategy for all Home Visiting providers in Orange County. They are focused on identifying programs and services that meet the needs of the highest risk families.

## Focus Area: Quality Infant & Toddler Child Care

### 3.1 Four to Five Local Solutions with the Child Care Taskforce

**Accomplishments:** The Child Care Task Force met February 28<sup>th</sup> and continued to refine their vision and heard updates on next steps from the Affordable Housing and Legislative Work Groups. A second quarterly newsletter was sent to the Task Force and a targeted communications plan to support the child care task force including activities and milestones throughout 2023. The first city-focused child care report was completed and First 5 OC staff met with the mayor of Irvine to share findings. We discussed next steps and how First 5 OC can support the city with technical assistance related to infant and toddler child care.

### 3.2 Child Care System Support

**Accomplishments:** The Collaborative agreed to start a Steering Committee with a smaller group of people to identify two priorities to bring to the larger collaborative group. The Steering Committee has tasked Local Planning Council (with First 5 support) to convene the collaborative members for very specific facilitated learning sessions, to build relationships. In addition, the Steering Committee will continue to convene to use a systems tool to identify resources. Members are very interested in doing systems-level work and do see a need to convene these ECE support partners regularly.

**Challenges:** The Collaborative membership has been inconsistent and key systems partners have not been able to attend. They are also having trouble identifying where to begin. The Steering Committee is working on new engagement strategies.



### 3.3 IMPACT

**Accomplishments:** This action plan is not yet started. A Request for Application (RFA) was expected to be released by First 5 California in February of 2023. They have not yet released the RFA, nor indicated when they expect to release it. When released, First 5 OC staff will assess whether this project aligns with our strategic plan, current priorities, and recommend to the Board whether or not it makes sense to apply for the new grant funding.

### 3.4 Streamline Child Care for Special Populations

This Action Plan is delayed.

## Focus Area: Equitable Distribution of Resources

### 4.1 Refine and Continue the Strategy of Family Engagement

**Accomplishments:** We have three family ambassadors currently joining First 5 projects such as the Equity Commitment task force. The other three ambassadors are limited on time and join in different ways. Each Family Ambassador is creating action steps to begin recruiting additional Family Ambassador members. We have narrowed the neighborhoods where we will be recruiting based on EDI data. We will work with school districts and local organizations to recruit parents for the Family Ambassador Role. Meanwhile, we're continuing to work on messaging for how we speak to families with young children, asking Family Ambassadors for feedback, and translating materials into native languages.

**Challenges:** The process and timing of compensating parents for their work is challenging and we are working on refining the structure for it to be effective for all in the next fiscal year. In terms of expanding Family Ambassadors, we foresee challenges in recruiting parents from specific neighborhoods in south county. Additionally, scheduling seems to be an issue; when we tried to hold an in-person meeting, parents couldn't join because of issues arising with health or timing conflicts with other parent.

### 4.2 Support, refine, and grow Engaged Neighborhoods

**Accomplishments:** After a series of meetings with each of the Engaged Neighborhoods, Impact Plans have been completed by all four communities. The large goals are aligned with the two pillars within the theory of change: connection to support services and empowering parents. EDI



## Attachment 2

### Summary of Progress on Strategic Plan Action Plans

April 2023

presentations for partners and community are underway and have led to subcommittee work in the communities that have already interacted with the data. Our team is focusing on finalizing the Engaged Neighborhood scopes of work for the next First 5 OC funding cycle. All Engaged Neighborhoods have also been connected with the Family Ambassadors that feed into their collaborative and they will be added to the task force in the coming months.

#### 4.3 Conduct a Father Engagement Landscape to Inform Recommendations for a Programmatic Strategy

**Accomplishments:** The steering committee of the Fatherhood Coalition Orange County is finalizing our mission statement, long and short term goals, and a social media strategy. We are discussing the potential to create small groups around our finalized goals. The Mission Viejo library events will include an evening event focused on fatherhood engagement and the Fatherhood Coalition will participate. Another highlight is that we were interviewed by First 5 Association about our Fatherhood work, and this is informing their strategies.

**Challenges:** The Steering Committee is all voluntary staff of partnering organizations, therefore, the work is progressing slowly.

#### 4.4 Empower Families to Advocate for Themselves and Their Children to Meet Their Medical and Legal Needs

**Accomplishments:** The task force working on this topic has met monthly during this quarter. We have welcomed guest speakers on legal topics and determined that parent leads or promotoras are the best suited for sharing this information with families. We are working on that presentation.

#### 4.5 Increase Relevance and Use of Early Development Index

**Accomplishments:** We conducted several EDI presentations in the past few months including to both funded and community partners (Bridges for Newborns team, Family Ambassadors, school districts and data teams, Orange County Department of Education, Laguna Beach early childhood task force, California School Boards Association). Additionally, our policy staff presented EDI to the City of Orange leadership. We also began creation of Impact Plans with Engaged Neighborhoods directly utilizing EDI information to inform their work. We created and shared the EDI spotlights, which have been well-received, and just recently translated these into Spanish which we will be sharing with partners in the next few weeks.

**Challenges:** Sometimes difficult to properly and successfully empower partners to share EDI with their communities with same enthusiasm and consistent language as F5 staff and consultants. Consider creating materials to mitigate this - at least definitions of terminology.

## Focus Area: Internal

### 5.1 Protective Factors

**Accomplishments:** We established a task force to help determine how to incorporate the Protective Factors into our work, including staff, consultants, and a family ambassador. CSSP presented to the task force on various community initiatives and ways organizations have used the Protective Factors. Additionally, we sent a survey to community partners to gather information about how they use Protective Factors. To identify strategies, the task force members are contacting individuals in the community who responded to the survey with the goal of understanding how other organizations "infuse" the Protective Factors into their work.

**Challenges:** The task force is holding off on establishing a mechanism to track Protective Factor activities, until we have more definitive direction about how we will use the Protective Factors in our work.

### 5.2 Update and Invigorate Kid Builders

**Accomplishments:** Kid Builders is now updated, including refreshed text and graphics and a new landing page on our website. While the updated webpage is live, we are considering this a "soft launch" while we test the site. We conducted several focus groups and we are continuing to seek input, including sharing Kid Builder activities with parents of children with special needs and gaining insight to ensure the activities are useful for them. Now we are planning the official rollout of the updated Kid Builders including a formal Kid Builder launch where we will invite the Board, other dignitaries, families, and the media to begin spreading the word about this fun and impactful resource for child development. Staff is meeting with First 5 OC board members who expressed interest in helping with development of the rollout. We have started to secure Kid Builder promotional materials such as beach balls and growth charts that go along with the activities. We are also conducting a series of Kid Builder days in partnership with the Mission Viejo library and had the first event March 18, 2023.

**First 5 Orange County, Children & Families Commission**  
**Quarterly Investment Report**  
**October 1, 2022, through December 31, 2022**

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## OVERVIEW

Pursuant to the First 5 Orange County, Children & Families Commission (Commission) fiscal year 2022/2023 Investment Policy Statement (IPS), the Treasurer submits this Quarterly Investment Report to the Commission. This Investment Report summarizes investment activities for the Commission for the three-month period from October 1 through December 31, 2022.

## COMMISSION INVESTMENTS

The primary objective of the Treasurer is to invest the Commission's funds to provide safety of principal and liquidity, while providing a reasonable return on investments. Currently, the Treasurer has invested 100% of the Commission's funds in the Orange County Investment Pool (OCIP). As of December 31, 2022, these totaled \$65,315,305.49. All funds are managed by the Office of the Orange County Treasurer. We have attached a summary of key OCIP investment information (Attachment A).

## ORANGE COUNTY INVESTMENT POOL

The primary goal of the OCIP is to invest public funds in a manner which will provide the maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return.

## PORTFOLIO PERFORMANCE SUMMARY – QUARTERLY

The following table presents an overview of the Commission's investments for the months of October, November, and December 2022. The net year-to-date yield for fiscal year 2022/2023 is 1.723%, net of the estimated investment administrative fee of 5.5 basis points. We expect to provide our updated forecasted gross and net yields for fiscal year 2022/2023 next month. The OCIP has a Net Asset Value of 0.99 and there is sufficient liquidity to meet the forecasted expenditures for the next six months.

Month Ended	Commission's Month End Balance	Commission's Monthly Gross Yield	OCIP Market Value	OCIP Book Value	Weighted Average Maturity	Net Asset Value	Modified Duration
October	\$61,177,338.19	1.827%	\$6,137,467,732	\$6,271,160,535	241 days	0.98	0.67
November	\$65,017,253.30	2.405%	\$6,274,423,603	\$6,388,490,979	234 days	0.98	0.65
December	\$65,315,305.49	2.821%	\$6,780,544,665	\$6,878,820,237	199 days	0.99	0.55

During the fourth quarter, short-term rates have risen again, causing the OCIP market value to continue to drop below book value (see the narrative on U.S. Treasury rates below). The OCIP maintains sufficient liquidity to meet projected cash flow needs. The OCIP market value is sensitive to changes of interest rates as it invests 100% in fixed income investments. With a month end balance of \$66.3 million and duration of 0.78, every 1% increase in short term interest rates would have an additional estimated \$517,527 decrease in the value below book value.

## ECONOMIC UPDATE

The U.S. economy had strong employment gains and continued high inflation in the fourth quarter of 2022. Employment gains were 247,000 per month, which was lower than the third quarter's 367,000 per month. Headline inflation remained elevated at 6.5% year over year, yet lower than the third quarter's 8.2%. Core inflation, which excludes food and energy, increased 5.7% from a year ago, the highest level since 1982. The Federal Open Market Committee (FOMC) raised the Fed Funds Rate (Rate) to a range of 4.25-4.50% on December 14 and to a range of 3.75-4.00% on November 2, up 2.50% from September 30, 2022. The bond market is pricing another rate increase at the next FOMC meeting on February 1. Some U.S. economic releases covering the fourth quarter of 2022:

- Headline inflation increased at an 6.5% (survey: 6.5%) annual rate at the end of the fourth quarter, down from the prior quarter's 8.2% primarily due to increased housing costs.
- The unemployment rate remained at 3.5% (survey: 3.5%) at the end of the fourth quarter, the same level at the end of the third quarter.

- The Empire State Manufacturing Index declined to -32.9 (survey: -8.7) from -9.1 at the end of the third quarter while the Philadelphia Fed Index fell to -8.9 (survey: -11.0) from -7.3 at the end of the third quarter. The Federal Reserve uses these indexes as regional economic gauges with a positive reading signaling economic expansion.

The Treasury yield curve increased and flattened as short-term interest rate rose more than longer-term interest rates during the fourth quarter. The 90-day Treasury Bill yield increased to 4.37 from 3.27%. The 2-year Treasury Note yield rose to 4.43% from 4.28% while the 10-year Treasury Bond yield increased to 3.88 from 3.83%.

#### **COMPLIANCE MONITORING**

As of December 31, 2022, 100% of the holdings of the Commission were in compliance with the Commission's IPS. The investment portfolios had no compliance exceptions for the quarter ended December 31, 2022.

The County Treasurer's investments are audited regularly by the County Auditor-Controller, Internal Division (ACID). There were no reports issued during the quarter ended December 31, 2022.

We have attached the Investment Policy (IPS) and Treasury Oversight Committee Compliance Summary as reported in the Treasurer's Monthly Report for the months of October, November, and December 2022 (Attachment B). This summary tracks compliance in a variety of areas.

#### **PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS**

Under guidelines outlined in the County Treasurer's current IPS, the County Treasurer may invest in A or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. OCIP may invest no more than 5% of pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. As of December 31, 2022, OCIP has a total market value of \$115.9 million in County of Orange debt, which represents approximately 1.71% of total OCIP assets.

#### **STATEMENT OF ACTIVITY**

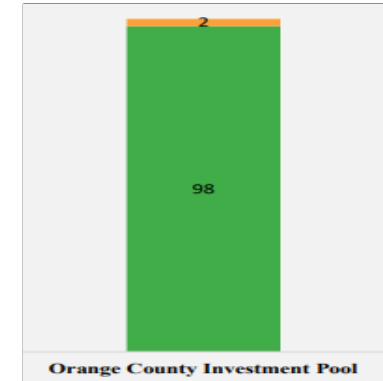
We have attached the Statement of Activity for the months of October, November, and December 2022. (Attachment C). These Statements report the beginning and ending balances of the Commission's funds invested in the OCIP.

#### **Attachments:**

- A. Orange County Investment Pool Summary.
- B. Investment Policy and Treasury Oversight Committee Compliance Summary for October, November, and December 2022.
- C. Statement of Activity for the months of October, November, and December 2022.

**ORANGE COUNTY TREASURER-TAX COLLECTOR  
ORANGE COUNTY INVESTMENT POOL  
INVESTMENT POOL SUMMARY  
AT December 31, 2022**

Security Type	OCIP PORTFOLIO COMPOSITION			
	Market Value <sup>1</sup>	% of Market Value	Book Value <sup>1</sup>	Unrealized Gain (Loss)
U.S. GOVERNMENT AGENCIES	3,993,585,238	58.90%	4,025,770,202	(32,184,964)
U.S. TREASURIES	\$ 1,592,218,916	23.48%	\$ 1,657,677,482	\$ (65,458,566)
MONEY MARKET MUTUAL FUNDS	1,045,400,478	15.42%	1,045,400,478	-
MUNICIPAL DEBT	115,905,366	1.71%	116,537,408	(632,042)
LOCAL AGENCY INVESTMENT FUND	33,434,667	0.49%	33,434,667	-
<b>TOTAL</b>	<b>\$ 6,780,544,665</b>	<b>100.00%</b>	<b>\$ 6,878,820,237</b>	<b>\$ (98,275,572)</b>



■ US GOV Includes Agency Debt, Treasury Debt and US Gov. MMMF's  
■ NR Includes LAIF and Orange County Pension Obligation Bonds

**SUMMARY OF INVESTMENT DATA  
INVESTMENT TRENDS**

	OCIP						
	DECEMBER 2022	NOVEMBER 2022	INCREASE (DECREASE)	NET CHANGE %	DECEMBER 2021	INCREASE (DECREASE)	NET CHANGE %
<b><u>Orange County Investment Pool (OCIP)</u></b>							
End Of Month Market Value <sup>1</sup>	\$ 6,780,544,665	\$ 6,274,423,603	\$ 506,121,062	8.07%	\$ 6,188,116,076	\$ 592,428,589	9.57%
End Of Month Book Value <sup>1,2</sup>	\$ 6,878,820,237	\$ 6,388,490,979	\$ 490,329,258	7.68%	\$ 6,199,174,761	\$ 679,645,476	10.96%
Monthly Average Balance <sup>2</sup>	\$ 7,455,529,661	\$ 6,263,822,194	\$ 1,191,707,467	19.03%	\$ 6,913,018,256	\$ 542,511,405	7.85%
Year-To-Date Average Balance	\$ 5,989,186,801	\$ 5,695,918,229	\$ 293,268,572	5.15%	\$ 5,543,054,862	\$ 446,131,939	8.05%
Monthly Accrued Earnings <sup>3</sup>	\$ 18,094,769	\$ 12,549,253	\$ 5,545,516	44.19%	\$ 2,416,877	\$ 15,677,892	648.68%
Monthly Net Yield <sup>3</sup>	2.766%	2.350%	0.416%	17.70%	0.338%	2.428%	718.34%
Year-To-Date Net Yield <sup>3</sup>	1.723%	1.448%	0.274%	18.93%	0.471%	1.252%	265.73%
Annual Estimated Gross Yield <sup>4</sup>	2.500%	2.500%	0.000%	0.00%	0.523%	1.977%	378.01%
Weighted Average Maturity (WAM) <sup>5</sup>	199	234	(35)	-14.96%	356	(157)	-44.10%

<sup>1</sup> Market values provided by Bloomberg and Northern Trust. Market value for OCIP is lower than book values. Short-term rates have risen sharply causing the market values on these pools to be slightly below book values. The OCIP has sufficient liquidity to meet projected cash flow needs.

<sup>2</sup> The OCIP End Of Month Book Value is higher than the prior year, and the Monthly Average Balance is higher than the prior month due to higher general fund (COVID related) balances.

<sup>3</sup> The OCIP and OCEIP Monthly Accrued Earnings, Monthly Net Yields and Year-To-Date Net Yields are higher than the prior month and year primarily due to purchases at higher interest rates.

<sup>4</sup> The OCIP Annual Estimated Gross Yields is higher than the prior year due to continued higher yields from short-term rate increases. The OCIP Annual Estimated Gross Yield for December 2021 is reported at the actual annual gross yields for FY 21-22.

<sup>5</sup> The OCIP and WAM decreased from the prior month and year due to shorter term purchases as the FOMC is expected to increase short-term rates for the next several months.

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**INVESTMENT POLICY (IPS) AND TREASURY OVERSIGHT COMMITTEE (TOC) COMPLIANCE SUMMARY**  
**October 31, 2022**

**ATTACHMENT B**

COMPLIANCE CATEGORY	RESPONSIBLE PARTY	REGULATORY/POLICY GUIDELINES	CURRENT STATUS
Annual Compliance Audit	TOC	Performance Evaluation-Cal Govt. Code 27134	June 30, 2021 in progress.
Quarterly Compliance Monitoring	TOC	TOC Directive	September 30, 2022 in progress.
Annual Schedule of Assets Audit	AC	Performance Evaluation-Cal Govt. Code 26920(b)	June 30, 2021 completed.
Quarterly Schedule of Assets Review	AC	Performance Evaluation-Cal Govt. Code 26920(a)	September 30, 2022 in progress.
Investment Administrative Fee	TTC	Compensation Agreement-Cal Govt. Code 27013 and IPS Section XVI.	FY 21/22 in progress.
Annual Broker/Dealer Review	TTC	Authorized Financial Dealers and Qualified Institutions	Calendar year 2021 in progress.
Annual Broker/Dealer IPS Certification	TTC	Authorized Financial Dealers and Qualified Institutions	2022 IPS certifications received for all approved brokers.
IPS Compliance Deficiencies	TTC	Investment/Diversification/Maturity Restrictions	FY 22/23 identified zero compliance incidents as of October 31, 2022.
TOC Bylaw Changes	BOS	TOC Review and BOS Annual Approval	The TOC reviewed Bylaws and made no changes at the October 19, 2022 meeting. No BOS approval required.
Annual IPS Approval	BOS	TOC Review and BOS Annual Approval	The TOC reviewed proposed IPS changes at the October 19, 2022 meeting and provided input on the proposed IPS changes. BOS approval scheduled for December 20, 2022.
TOC Annual Report	BOS	TOC Bylaws Rule 30 - Oral and Written Report	The TOC 2021 Annual Report was approved at the BOS meeting on March 8, 2022.
Broker/Financial Institution List	TTC	OC Gift Ban Ordinance and Form 700	The TOC members were provided a list of active TTC Broker/Dealers and Financial Institutions at the TOC meeting on October 19, 2022.
Certificates of Compliance	TTC	TOC Bylaws Rule 34 - Annual	2022 Certificates of Compliance received for all TOC members.
Ethics Training	TTC	TOC Bylaws Rule 34 - Every Two Years	2022 training for TOC members in progress.
Conflict of Interest Form 700 Filing	TTC	TOC Bylaws Rule 34 / IPS - Every Year	All current TOC members and designated employees are in compliance for calendar year 2021.

LEGEND	
Auditor-Controller	AC
Board of Supervisors	BOS
Treasury Oversight Committee	TOC
Office of Treasurer-Tax Collector	TTC

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**INVESTMENT POLICY (IPS) AND TREASURY OVERSIGHT COMMITTEE (TOC) COMPLIANCE SUMMARY**  
**November 30, 2022**

**ATTACHMENT B**

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LEGEND	
Auditor-Controller	AC
Board of Supervisors	BOS
Treasury Oversight Committee	TOC
Office of Treasurer-Tax Collector	TTC

**ORANGE COUNTY TREASURER-TAX COLLECTOR  
INVESTMENT POLICY (IPS) AND TREASURY OVERSIGHT COMMITTEE (TOC) COMPLIANCE SUMMARY  
December 31, 2022**

**ATTACHMENT B**

COMPLIANCE CATEGORY	RESPONSIBLE PARTY	REGULATORY/POLICY GUIDELINES	CURRENT STATUS
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LEGEND	
Auditor-Controller	AC
Board of Supervisors	BOS
Treasury Oversight Committee	TOC
Office of Treasurer-Tax Collector	TTC





COUNTY OF ORANGE  
**OFFICE OF THE TREASURER-TAX COLLECTOR**  
Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM  
P. O. BOX 4515  
SANTA ANA, CA 92702-4515

ATTACHMENT C



[octreasurer.com/publicfunds](http://octreasurer.com/publicfunds)

October 31, 2022

**FIRST 5 ORANGE COUNTY**

Attn: Kimberly Goll, Executive Director  
1505 E. 17th Street, Suite 230  
Santa Ana, CA 92705

**Fund Number : 225**

**OCTOBER 2022 STATEMENT**

**INVESTMENT BALANCE IN OCIP**

**Transactions**

<b><u>Transaction Date</u></b>	<b><u>Transaction Description</u></b>	<b><u>Amount</u></b>
10/03/2022	September 2022 Investment Admin Fee	\$ (2,965.80)
10/26/2022	July 2022 Interest Paid	\$ 42,673.28

**Summary**

Total Deposit:	\$ 630,481.14	Beginning Balance:	\$ 63,089,452.49
Total Withdrawal:	\$ (2,542,595.44)	Ending Balance:	\$ 61,177,338.19



COUNTY OF ORANGE  
**OFFICE OF THE TREASURER-TAX COLLECTOR**  
Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM  
P. O. BOX 4515  
SANTA ANA, CA 92702-4515

ATTACHMENT C



[octreasurer.com/publicfunds](http://octreasurer.com/publicfunds)

November 30, 2022

**FIRST 5 ORANGE COUNTY**

Attn: Kimberly Goll, Executive Director  
1505 E. 17th Street, Suite 230  
Santa Ana, CA 92705

**Fund Number : 225**

**NOVEMBER 2022 STATEMENT**

**INVESTMENT BALANCE IN OCIP**

**Transactions**

<b><u>Transaction Date</u></b>	<b><u>Transaction Description</u></b>	<b><u>Amount</u></b>
11/01/2022	October 2022 Investment Admin Fee	\$ (2,934.75)
11/28/2022	August 2022 Interest Paid	\$ 59,027.47

**Summary**

Total Deposit:	\$ 4,973,463.36	Beginning Balance:	\$ 61,177,338.19
Total Withdrawal:	\$ (1,133,548.25)	Ending Balance:	\$ 65,017,253.30



COUNTY OF ORANGE  
**OFFICE OF THE TREASURER-TAX COLLECTOR**  
Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM  
P. O. BOX 4515  
SANTA ANA, CA 92702-4515

ATTACHMENT C



[octreasurer.com/publicfunds](http://octreasurer.com/publicfunds)

December 31, 2022

**FIRST 5 ORANGE COUNTY**

Attn: Kimberly Goll, Executive Director  
1505 E. 17th Street, Suite 230  
Santa Ana, CA 92705

**Fund Number : 225**

**DECEMBER 2022 STATEMENT**

**INVESTMENT BALANCE IN OCIP**

**Transactions**

<b><u>Transaction Date</u></b>	<b><u>Transaction Description</u></b>	<b><u>Amount</u></b>
12/01/2022	November 2022 Investment Admin Fee	\$ (2,946.29)
12/29/2022	September 2022 Interest Paid	\$ 70,887.07

**Summary**

Total Deposit:	\$ 1,969,064.74	Beginning Balance:	\$ 65,017,253.30
Total Withdrawal:	\$ (1,671,012.55)	Ending Balance:	\$ 65,315,305.49

# Financial Highlights as of January 31, 2023

## Comparison of Budget vs. Actual Fiscal Year 2022-2023 Unaudited Period Ending 01/31/23

	<u>FY 2022-23 Budget</u>	<u>FY 2022-23 Actuals</u>	
<b>Financing Sources</b>			
Tobacco Tax Revenue	\$24,350,000	\$7,342,044	30.2%
Interest Earnings	100,000	555,470	555.5%
Other Revenue	<u>3,482,700</u>	<u>413,289</u>	121.3%
<b>Revenue Total</b>	<b>\$27,932,700</b>	<b>\$8,310,803</b>	
<b>Expenses*</b>			
Prenatal-to-Three*	\$9,729,024	\$2,369,633	24.4%
School Readiness Initiative	7,996,816	1,095,264	13.7%
Homeless Prevention	1,418,000	464,720	32.8%
Children's Dental*	0	1,298,033	
Systems Building	1,978,573	721,236	36.5%
Performance Evaluation	<u>880,750</u>	<u>268,402</u>	30.5%
<b>Program Services</b>	<b>\$22,003,163</b>	<b>\$6,217,289</b>	
Admin. Functions**	<u>1,613,406</u>	<u>756,493</u>	46.9%
<b>Total Operating Exp.</b>	<b>\$23,616,569</b>	<b>\$6,973,782</b>	

\*Including One-Time System Expenses (previously called Catalytic)

\*\*Administrative costs and functions are defined by State Commission guidelines (Fiscal Memo No. 05-01, dated April 14, 2006) pursuant to Chapter 284, Statutes of 2005 (AB 109). Actual Administrative expenses of \$756,493 and encumbrances of \$575,857 were 5.6% of the Fiscal Year 2022-2023 Budget of \$24 million. Final administrative expenses are projected to be 7% at year-end.

### **Total Encumbrances as of January 31, 2023 including multi-year contracts through Fiscal Year 2022/2023**

Prenatal-to-Three	\$16,835,650
School Readiness Initiative	\$9,816,730
Homeless Prevention	\$1,784,722
Children's Dental	\$2,236,852
System Building	\$1,395,565
Performance Evaluation	\$653,371
Admin. Functions	\$575,857

## Revenue and Cash Balance Update

Tobacco Tax Revenue has been received through December 2022. Current year revenue (July 2022 – December 2022) as reported by First 5 California is \$13.3 million including annual backfill amount of \$5.3 and revenue through December.

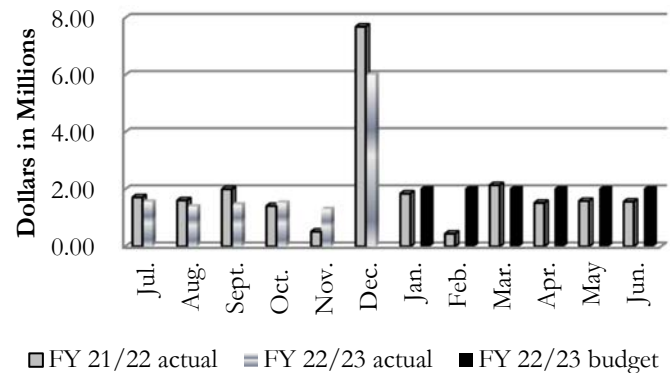
Interest earnings for July 2022 through January 2023 are \$550,470.

## Systems Funding Update

\$45,826,547 in One-Time System Funding was expensed from Fiscal Year 2012-2013 through Fiscal Year 2021-2022.

As of January, 2023, \$7.6 million was encumbered for one-time System Building programs. \$2.2 million is encumbered for Children's Dental and \$5.4 million for Prenatal to Three Services

## Fiscal Year 2021-22 & 2022-23 Tobacco Monthly Revenues



## Fiscal Year 2021-2022 Ending Fund Balance From Commission Long Term Financial Plan

Beginning Fund Balance, July 1, 2021	\$57,038,232
Total Revenue	27,266,762
Total Program Expenses	(20,942,725)
Fund Balance for System Building Projects	<u>(20,073,543)</u>

**June 30, 2022 Fund Balance \$43,288,726\***

\*Based on Commission action through February 2022 and financial results through June 30, 2022. Final fund balance does not include One-time System Building Projects. For financial planning purposes, One-time System Building Projects have been designated by Commission action and removed from available fund balance.

# Financial Highlights as of February 28, 2023

## Comparison of Budget vs. Actual Fiscal Year 2022-2023 Unaudited Period Ending 02/28/23

	<u>FY 2022-23 Budget</u>	<u>FY 2022-23 Actuals</u>	
<b>Financing Sources</b>			
Tobacco Tax Revenue	\$24,350,000	\$13,348,513	54.8%
Interest Earnings	100,000	716,069	716.1%
Other Revenue	<u>3,482,700</u>	<u>455,379</u>	139.4%
<b>Revenue Total</b>	<b>\$27,932,700</b>	<b>\$14,519,961</b>	
<b>Expenses*</b>			
Prenatal-to-Three*	\$9,729,024	\$3,378,331	34.7%
School Readiness Initiative	7,996,816	2,803,060	35.1%
Homeless Prevention	1,418,000	583,054	41.1%
Children's Dental*	0	1,324,487	
Systems Building	1,978,573	809,594	40.9%
Performance Evaluation	<u>880,750</u>	<u>302,122</u>	32.7%
<b>Program Services</b>	<b>\$22,003,163</b>	<b>\$9,186,278</b>	
Admin. Functions**	<u>1,613,406</u>	<u>918,558</u>	56.9%
<b>Total Operating Exp.</b>	<b>\$23,616,569</b>	<b>\$10,104,836</b>	

\*Including One-Time System Expenses (previously called Catalytic)

\*\*Administrative costs and functions are defined by State Commission guidelines (Fiscal Memo No. 05-01, dated April 14, 2006) pursuant to Chapter 284, Statutes of 2005 (AB 109). Actual Administrative expenses of \$918,558 and encumbrances of \$533,541 were 6.1% of the Fiscal Year 2022-2023 Budget of \$24 million. Final administrative expenses are projected to be 7% at year-end.

## **Total Encumbrances as of February 28, 2023 including multi-year contracts through Fiscal Year 2022/2023**

Prenatal-to-Three	\$1,631,838
School Readiness Initiative	\$8,980,861
Homeless Prevention	\$1,666,389
Children's Dental	\$2,210,398
System Building	\$1,369,674
Performance Evaluation	\$689,048
Admin. Functions	\$533,541

## Revenue and Cash Balance Update

Tobacco Tax Revenue has been received through December 2022. Current year revenue (July 2022 – December 2022) as reported by First 5 California is \$13.3 million including annual backfill amount of \$5.3 and revenue through December.

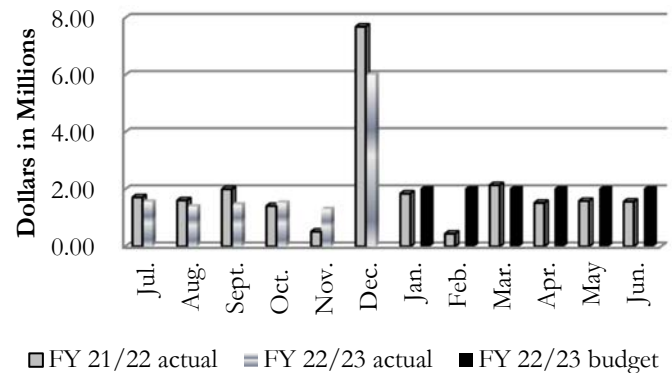
Interest earnings for July 2022 through February 2023 are \$716,069.

## Systems Funding Update

\$45,826,547 in One-Time System Funding was expensed from Fiscal Year 2012-2013 through Fiscal Year 2021-2022.

As of February, 2023, \$7.6 million was encumbered for one-time System Building programs. \$2.2 million is encumbered for Children's Dental and \$5.4 million for Prenatal to Three Services

## Fiscal Year 2021-22 & 2022-23 Tobacco Monthly Revenues



## Fiscal Year 2021-2022 Ending Fund Balance From Commission Long Term Financial Plan

Beginning Fund Balance, July 1, 2021	\$57,038,232
Total Revenue	27,266,762
Total Program Expenses	(20,942,725)
Fund Balance for System Building Projects	<u>(20,073,543)</u>

**June 30, 2022 Fund Balance \$43,288,726\***

\*Based on Commission action through February 2022 and financial results through June 30, 2022. Final fund balance does not include One-time System Building Projects. For financial planning purposes, One-time System Building Projects have been designated by Commission action and removed from available fund balance.