

A G E N D A

REGULAR MEETING FIRST 5 ORANGE COUNTY, CHILDREN & FAMILIES COMMISSION

Wednesday, June 5, 2024, 9:00 A.M.

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

RAMIN BASCHSHI, MD
Chair

DOUG CHAFFEE
Vice Chair

JACKIE FILBECK
Commissioner

VERONICA KELLEY, DSW, LCSW
Commissioner

YVETTE LAVERY, MPA, MBE
Commissioner

SOLEDAD L. RIVERA
Commissioner

ANGIE ROWE
Commissioner

IRENE SALAZAR
Commissioner

AN TRAN
Commissioner

President/CEO
Kimberly Goll

Commission Counsel
James Donich

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:

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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. 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 **June 4, 2024**. 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 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., 6th 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: (Items 1 – 2)

1. Recognition of Family Ambassador Benjamin Juarez
2. Receive presentation on First 5 Orange County’s Strategic Plan and Equity Commitment

CONSENT CALENDAR: (Items 3 – 5)

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.

3. Receive update on Legal Problem Solving Network and Certification
4. Annual review, updates, and revisions to First 5 OC’s Policies and Procedures
5. Receive update on the Status of Intergovernmental Transfers

PUBLIC HEARING: (Item 6)

6. Conduct Public Hearing, review and confirm Strategic Plan, and adopt resolution approving the Fiscal Year 2024-2025 proposed budget

A G E N D A

REGULAR ITEMS: (Items 7 – 14)

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

7. Adopt resolutions authorizing agreements and amendments to agreements with designated organizations to provide consulting and data collection and management services
8. Adopt resolution authorizing agreement with Child Guidance Center to provide Parent Child Interaction Therapy (PCIT) Model Training
9. Adopt resolution authorizing agreements with designated organizations to provide Home Visiting
10. Authorize an agreement with BreastfeedLA to implement the Black Infant Health Program in Orange County
11. Adopt resolution authorizing agreement with The Regents of the University of California, Irvine and approve initial implementing actions
12. Authorize an agreement with designated organizations to provide Child Care Development
13. Receive Communications Report and adopt resolution authorizing agreement with Cornerstone Communications to provide communications services
14. Election of First 5 Orange County Board Chair and Vice-Chair for Fiscal Year 2024-25

PRESIDENT/CEO REPORT: (Item 15)

15. Receive the President/Chief Executive Officers Report
 - a. Financial update
 - b. Policy update
 - c. TAC Summit
 - d. Action Plan 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:

August 7, 2024	Regular Meeting, 9:00 A.M.
October 2, 2024	Regular Meeting, 9:00 A.M.



1505 E. 17th Street, Suite 230
Santa Ana, CA 92705
714-834-5310 first5oc.org

Commissioners:

Ramin Baschshi, M.D., Chair
Doug Chaffee, Vice Chair, Jackie Filbeck, Yvette Lavery
Veronica Kelley M.D., Soledad Rivera, Angie Rowe,
An Tran, Irene Salazar
CEO/President: Kimberly Goll

PRESENTATION
Agenda Item 1
June 5, 2024

DATE: May 6, 2024

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

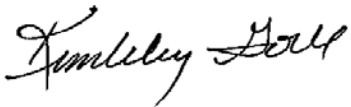
ACTION: Recognition of Family Ambassador Benjamin Juarez

First 5 Orange County would like to recognize and thank Family Ambassador Benjamin Juarez for serving as a Family Ambassador for the past three years. As a Family Ambassador, Ben showed unwavering commitment to equity and contributed tirelessly to empowering families in his community and the county at large.

We wish him the best as he moves into a master's program in Educational Leadership with focus on Social and Emotional Learning at Concordia University. We are confident he will continue his advocacy on behalf of families.



PRESENTATION
Agenda Item 2
June 5, 2024

DATE: May 6, 2024
TO: First 5 Orange County
FROM: Kimberly Goll, President/CEO 
ACTION: Receive Presentation on First 5 Orange County's Strategic Plan and Equity Commitment

SUMMARY:

California statute requires county Children and Families Commissions to review their strategic plans at least annually and make updates as appropriate.

In April 2021, First 5 Orange County updated its Strategic Plan, including all elements needed to meet the requirements of the California statute. The plan outlines our vision that *all children reach their full potential*, and four conditions we believe are essential for children to thrive including:

1. Early and ongoing health and development;
2. A safe, stable and nurturing home;
3. Neighborhoods that support young children and families; and
4. Equitable distribution of resources.

There were no updates to the Strategic Plan in 2022 or 2023. This year, staff is proposing modifications to streamline the document and update the focus areas to categorize First 5 OC's priorities more clearly.

Additionally, since the Strategic Plan was last updated, the Board approved its Equity Commitment. A workgroup of staff, Family Ambassadors, and First 5 OC consultants have developed an accountability plan for the Equity Commitment that acknowledges and strengthens the organization's commitment to applying principles of equity in our daily work. These principles are foundational to the implementation of the Strategic Plan.

Lisa Burke will review First 5 Orange County's Strategic Plan and the proposed modifications to update and streamline the plan. She will also share the work that has been completed on the accountability plan for First 5 OC's Equity Commitment.

First 5 Orange County Strategic Plan

June 5, 2024

Agenda

- First 5 Orange County Strategic Plan
 - Annual review
 - Proposed updates
- Equity Commitment and Accountability
 - Accountability plan
 - Equity-related desired outcomes for the coming years



Strategic Plan



Vision and Conditions to Meet It

- Vision

- All children reach their full potential

- Conditions to Thrive

- Early and Ongoing Health and Development
 - A Safe, Stable and Nurturing Home
 - Neighborhoods that Support Young Children and Families
 - Equitable Distribution of Resources

Simplifications to the Strategic Plan

- Removed “Strategies”
 - Get involved early
 - Empower champions
 - Elevate equity
 - Align systems of care
- Why?
 - Description of our approach to the work
 - Somewhat redundant of Conditions; and
 - Not needed in the Strategic Plan document

Simplifications to the Strategic Plan

- Previous focus areas:
 - Well-child visits, screenings, and linkage to services
 - Resilience among children and families
 - Quality infant and toddler child care
- Proposed focus areas = Conditions
 - Early and Ongoing Health and Development
 - A Safe, Stable and Nurturing Home
 - Neighborhoods that Support Young Children and Families
 - Equitable Distribution of Resources

How First 5 OC Achieves Change

Action Plans

Defined goals, activities and timelines to make progress toward desired conditions.

Conditions

Situational and environmental truths that must exist for a young child/family to thrive

Vision

All children reach their full potential

Early and Ongoing Health and Development

- Increase awareness and use of Kid Builders in Orange County
- Increase well-child visits, developmental screens, and linkage to developmental services
- Develop a countywide vision and action plan for a continuum of care for early relational health

A Safe, Stable and Nurturing Home

- Invest in Orange County's home visiting system by expanding training opportunities for the workforce, developing a coordinated entry system, co-designing a performance management plan, and leveraging regional learnings
- Expand First 5 OC-funded services to prenatal families
- Create a First 5 OC postnatal strategy for families*
- Increase use and integration of Family Wellness Plans in Orange County
- Increase Medi-Cal families' access to support from doulas in Orange County
- Elevate importance of father engagement across First 5 OC and partner programming*



Neighborhoods that Support Young Children and Families

- Strengthen School District data-informed engagement and relationship-building with local families and child care
- Increase number of child care providers and quality of current programs
- Increase the number of communities and families that are empowered changemakers and have access to resources
- Provide technical assistance and capacity building for an Orange County Black Infant Health Program*

Equitable Distribution of Resources

- Develop a performance management reporting structure for Prenatal to Three reporting agencies
- Increase stakeholder commitment to advance policy for early childhood
- Develop clear messaging for First 5 Orange County to cultivate and leverage partnerships and improve outcomes for young children and families*
- Implement accountability plan for First 5 OC's equity commitment*
- Increase use and relevance of Early Development Index*
- Facilitate use of the Community Health Worker benefit to sustain Prenatal to Three services

Measuring Progress

- What did we do and how well did we do it?
 - Action Plan progress reports
 - Bi-monthly reports to the Board and Annual Report
- Is anyone better off?
 - Population-level Indicators
 - Improved child development (overall, in Engaged Neighborhoods, and social-emotional development)
 - Increased early developmental screening
 - Reduced postpartum depression symptoms
 - Increased early prenatal care
 - Reduced engagement in the child welfare system
 - Increased child care capacity
 - Reduced reliance on tobacco taxes

Measuring Progress

- Systems Change Questionnaire
 - Annual reporting to the Board outside of Strategic Plan
- Equity Accountability Plan



Equity Commitment and Accountability

Equity Commitment and Accountability

- Workgroup included family ambassadors, staff and consultants
- Accountability Plan identifies:
 - Four priority areas
 - Six equity principles
 - Four desired outcomes



Priorities for Equity Accountability

- Center community voice
- Utilize and uplift data
- Partner
- Create Internal Operational Practices

Equity Principles

- Guide us in HOW we do our work:
 - Reduce harm with how data is collected, analyzed and shared
 - Start the conversation about equity at the earliest opportunity
 - Build trusting relationships with partners and communities
 - Build capacity to represent and carry out equity through onboarding and training
 - Center the language of the majority audience/participants
 - Leverage First 5 OC's privilege and responsibility to listen to, represent, and amplify the community's voice

2024-25 Action Plan Desired Outcomes

- **Center community voice**
 - Collect and use community voice consistently to improve equity in our programs and our partners knowledge.
- **Utilize and uplift data**
 - Use data to inform our funding practices, empower community partners to take action with data.
- **Partner**
 - Increase equitable practices with community partners through support and accountability.
- **Create Internal Operational Practices**
 - Embed language access for all First 5 Orange County information and materials.

Next Steps

- Update the Strategic Plan and Equity Commitment and Accountability on our website
- Develop Action Plans throughout the year as needed, including to implement the Equity Commitment accountability
- Report Action Plan progress to Board and public
- Prepare for community input into the Strategic Plan in 2025



Commissioners:

Ramin Baschshi, M.D., Chair
Doug Chaffee, Vice Chair, Jackie Filbeck, Yvette Lavery
Veronica Kelley M.D., Soledad Rivera, Angie Rowe,
An Tran, Irene Salazar
CEO/President: Kimberly Goll

Agenda Item 3 June 5, 2024

DATE: May 23, 2024

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Receive Update on Legal Problem Solving Network and Certification

SUMMARY:

In 2022, First 5 Orange County staff and stakeholders, in collaboration with Medical-Legal Partnership Boston (MLPB), created and published Legal Problem-Solving and Flourishing: A Handbook for Perinatal and Early Childhood System-Builders. This agenda item provides an update on the local work to expand access to legal problem-solving strategies.

DISCUSSION:

First 5 Orange County staff, Community Health Initiative of Orange County, Priority Center, Public Law Center, Help Me Grow, and the Garden Grove Family Resource Center in collaboration with Medical-Legal Partnership Boston (MLPB), developed a community training pilot program over the course of 2021 and 2022. The focus of the program was to make legal information accessible and understandable so that individuals and families can plan for potential life changes or conflicts that may arise, rather than first seeking legal support in times of crisis. Using feedback from surveys completed by service providers and parents in Orange County, CA, Rhode Island, and Massachusetts, the training topics were narrowed to immigration, education, and family law. Subsequently, each topic was thoroughly discussed with providers and the trainings were workshopped. In Fall 2022, the Legal Problem-Solving and Flourishing: A Handbook for Perinatal and Early Childhood System-Builders was published.

Starting in 2023, a cohort of service providers and parents began refining the Legal Problem-Solving and Flourishing handbook with an Orange County focus. After discussing the best ways for parents and family ambassadors in the Engaged Neighborhoods to be trained in the three topic areas, it was decided that a free multilingual online training program would be the best process. This would allow parents to finish each training module on their own schedule, complete pre- and posttests, download resource guides and formal special education request letter templates, and receive a certificate for completing the modules. In late 2023, after researching platforms for the certification learning system and multilingual instructional videos, the LearnWorld and Powtoon platforms were selected.

Our efforts in 2024 have been concentrated on revising the training materials to include more details on 504 education plans, update the section on immigration processes based on the legal expertise of Catholic Charities Orange County, and integrate child support services into the family law section with guidance from Orange County Child Support Services. Through county and community partner collaboration, the revised trainings will offer parents and service providers

additional Orange County-specific downloadable resources in English, Spanish, Vietnamese, Korean, Mandarin, Arabic, and Farsi. To enhance post-training support, the partner collaborative is actively identifying agency staff with relevant expertise to be available for follow-up questions once families have completed a module. Additionally, instructional videos for each topic have been developed using the Powtoon platform, and we are building the learning module structure in LearnWorld. Currently, the education module is being tested by the OC Legal Problem-Solving cohort. The cohort anticipates completing testing of all modules in Summer 2024, after which the training will pilot through our Engaged Neighborhoods. This will be followed by a launch for partners and families within the network of Family Resource Centers. The cohort is projecting to have 60 parents and providers completing the certification modules by the end of 2024, and an additional 180 by the end of 2025.

STRATEGIC PLAN & FISCAL SUMMARY:

The legal problem-solving work connects with First 5 Orange County's Strategic Plan and aligns with all four conditions. The costs for hosting the learning modules and the video software Powtoon will not exceed \$5,000 and are included in the FY 2024-25 budget.

PRIOR COMMISSION ACTION:

- April 2021 – Adopt resolutions to approve funding to renew support of the Engaged Neighborhoods work and Approve Entering into MOU with Medical Legal Partnership–Boston.

RECOMMENDED ACTION:

Receive Update.

ATTACHMENTS:

None

CONTACT: Andrew Montejo



Agenda Item 4 June 5, 2024

DATE: May 17, 2024

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Annual Review, Updates, and Revisions to First 5 OC's Policies and Procedures

SUMMARY:

The annual review of First 5 Orange County's Policies and Procedures is complete. This item requests approval of recommended updates to selected Policies and Procedures based on actions or operational changes that have occurred over the past year.

DISCUSSION:

The initial adoption of First 5 OC's Administrative Policies and Procedures dates back to November 2001. These policies undergo an annual review to ensure relevance, with necessary updates promptly implemented. Attachment 1 provides a comprehensive outline of all policies, with any minor adjustments duly recorded. This year, all policies were updated and transitioned to the latest First 5 OC letterhead. Noteworthy revisions and edits, particularly those requiring substantial changes, are outlined below. The complete set of Policies and Procedures is maintained by the Clerk of the Commission and available upon request.

Workplace Violence Prevention – New

Staff and Counsel have worked together to create a Workplace Violence Prevention Plan. Senate Bill 553 (SB 553) was signed into law in September 2023. SB 553 amended Labor Code section 6401.7 to require employers to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9, which sets out the requirements for the plan. To be compliant with the new Labor Code requirements, Policy 3.04 (Attachment 2) is submitted for approval to be implemented before the July 1, 2024 effective date.

Updated Handbook and Organizational Chart – Revised

The employee handbook (Attachment 3) has been updated to reflect recent adjustments and changes to Alcohol and Drug Rehabilitation Leave, Military Spouse Leave, Pregnancy Accommodation under the new federal Pregnant Worker Fairness Act (PWFA), and Reproductive Loss Leave.

Additionally, we have included an updated organizational chart (Attachment 4) that reflects the new staff that has recently been recruited.

Fixed Asset Policy – Revised

The fixed asset policy has been updated to reflect recent accounting standards for leases and subscription-based information technology agreements. The two standards have already been adopted and implemented for First 5 OC's financial statements. Governmental Accounting

Standards Board (GASB) 87, addressing leases, requires organizations to recognize and report leased assets and liabilities on their financial statements, fundamentally altering lease accounting practices. GASB 96 focuses on subscription-based information technology arrangements, necessitating clear guidelines for accounting treatment and disclosure of such agreements.

STRATEGIC PLAN & FISCAL SUMMARY:

The recommended actions have been reviewed in relation to the Strategic Plan and are consistent with all goal areas. There is no specific funding action proposed for this item.

PRIOR COMMISSION ACTIONS:

- June 2023 – Approved the updated Administrative Policies and Procedures
- August 2022 – Approved the updated Administrative Policies and Procedures
- August 2021 – Approved the updated Administrative Policies and Procedures

RECOMMENDED ACTION:

Approve the annual review, updates, and revisions to the 2024 Administrative Policies and Procedures.

ATTACHMENTS:

1. Administrative Policies and Procedures 2024 Summary of Changes
2. Policy 3.04 - Workplace Violence Prevention Plan
3. Employee Handbook
4. Organizational Chart
5. Policy 4.05 - Fixed Asset Policy

CONTACT: Kimberly Goll / Michael Garcell

Attachment 1
2024 Review Summary
Policies and Procedures

1.00	Background and Rosters	Comments
1.01	Introduction and Purpose	No changes
1.02	Administrative Policy Guidelines Maintenance and Revision	
1.03	Commission Overview	

2.00	Governing Structure	Comments
2.01	State Authorization Policy	No changes
2.02	County Authorization Policy	
2.03	County Support Services Agreement Policy	
2.04	Commission By-Laws	
2.05	Technical Advisory Committee	
2.06	Public Records Request	
2.07	Ethics Training	

3.00	General Operations	Comments
3.01	Risk Management Insurance Coverage Policy	No changes
3.02	Authorized Signature Policy	
3.03	Emergency Operations Policy	
3.04	Workplace Violence Prevention Policy	New

4.00	Financial Management	Comments
4.01	Revenue and Expenditure Policy	No changes
4.02	Fund Balance Policy	
4.03	Operating Budget Development and Amendment Policy	
4.04	Investment Oversight and Monitoring	Updated investment policy approved April 2024
4.05	Fixed Asset Policy	Updated table of Capitalization Thresholds to includes Leases and Subscription Based Information Technology Agreements from County Accounting Manual
4.06	Financial Audit and Reporting Policy	No changes
4.07	Multi-Year Financial Plan Policy	
4.08	Administrative Cost Policy	
4.09	AB109 Policy	
4.10	Check Deposit Policy	
4.11	Claims against the Commission Policy	
4.12	Financial Record Retention Policy	
4.13	Speaker Expenses Reimbursement Policy	
4.14	Memberships	

5.00	Program Management	Comments
5.01	Program Funding Policy	No changes
5.02	Annual Strategic Plan Policy	
5.03	Annual Report Policy	
5.04	Outcome Collection, Evaluation and Reporting System Policy	
5.05	Data Reporting and Evaluation Policy Guidelines	
5.06	Confidentiality & Data Sharing	
5.07	Program Design Policy	

6.00	Purchasing and Contract Management	Comments
6.01	Goods and Services Purchasing Policy	No changes
6.02	Office Supplies Purchasing Policy	
6.03	Petty Cash Policy	
6.04	CAL Card Purchasing Policy	
6.05	Travel Request and Approval Policy	No changes, new County mileage and expense claim form attached
6.06	Stipend and Expense Reimbursement Policy	No changes
6.07	Document Retention Policy	
6.08	Contract Management	
6.09	Release of Funds Owed to Commission Contractors	
6.10	Federal Purchasing Policy	
6.11	Financial Management and Allowability of Costs for Federally-Funded Projects	

7.00	Personnel Management Policies	Comments
7.01	Personnel and Salary Policy	No changes
7.02	Discrimination, Harassment and Violence Prohibition Policy	
7.03	Electronic System	
7.04	Payroll and Timekeeping Policy	
7.05	Conflict of Interest	
7.06	Gift Ban Policy	
7.07	Drug-Free Workplace and Controlled Substance Policy	
7.08	Dress Code	
7.09	Fraud Prevention	
7.10	Educational and Professional Reimbursement	

8.00	Strategic Communications	Comments
8.01	Media Interaction Policy	No changes
8.02	Use of Commission Name and Logo Policy	
8.03	Mass Mailing Policy	
8.04	Media Release Policy	
8.05	Social Media Policy	
8.06	Engaging Leadership, Advocacy, and Lobbying	

Workplace Violence Prevention Plan (WVPP)

This Workplace Violence Prevention Plan ("WVPP") is designed to foster a safe and secure work environment.

Date of Last Review: May 21, 2024

Date of Last Revision(s): N/A

Policy

At First 5 Orange County Children and Families Commission ("First 5 OC"), the safety and well-being of our employees is a top priority. We strive to maintain a workplace free of threats and acts of violence. **WE DO NOT TOLERATE VIOLENT ACTS OR THREATS OF VIOLENCE AGAINST OUR EMPLOYEES OR APPLICANTS.**

The following WVPP is designed to proactively address and mitigate potential threats to the safety and security of our workplace.

It shall be the policy of First 5 OC to take appropriate actions to protect, as fully as possible, employees from acts of violence, threats, intimidation, and harassment which may occur at the workplace and during the performance of work duties.

First 5 OC shall take action, including involving law enforcement, in pursuing prosecution through judicial or other appropriate administrative remedies when such incidents occur.

A copy of this policy statement and WVPP is readily available to all employees and from each manager and supervisor.

Purpose

The purpose of the WVPP is to ensure that First 5 OC provides employees with a place to conduct business free of threats, intimidation, harassment, and acts of violence.

Additionally, the WVPP is to:

- Address the hazards known to be associated with the four types of workplace violence as defined by Labor Code section 6401.9.
- Identify the names and job titles of the persons responsible for the implementation and maintenance of this WVPP.
- Highlight how employees can report violent incidents, threats, or other workplace violence concerns, and how First 5 OC accepts and responds to such reports.
- Reinforce First 5 OC's prohibition against unlawful retaliation for reporting, in good faith, violent incidents, threats, or other workplace violence concerns, and participating in any related investigations of such reports.

- Outline First 5 OC's procedures to respond to actual or potential workplace violence emergencies.
- Detail training requirements about this WVPP, including the frequency of training.
- Outline procedures to identify and evaluate workplace violence hazards.
- Communicate post-incident response and investigation processes.

Definitions

Emergency means unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls means an aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log means the violent incident log required by Labor Code section 6401.9.

Serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of Violence means any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:
 - **Type I violence**- Workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.
 - **Type II violence**- Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.
 - **Type III violence**- Workplace violence against an employee by a present or former employee, supervisor, or manager.
 - **Type IV violence**- Workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

WVPP means the workplace violence prevention plan required by Labor Code section 6401.9.

Work practice controls means procedures and rules which are used to effectively reduce workplace violence hazards.

Roles and Responsibility

All First 5 OC employees, including managers and supervisors, are expected to adhere to this WVPP and are responsible for ensuring they have read this WVPP and act in compliance with it.

In addition, roles, and responsibilities for this WVPP include:

Workplace Violence Prevention Coordinator- Kimberly Goll President/CEO, has the authority and responsibility for implementing and maintaining the provisions of this WVPP.

Manager/Supervisor- all managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering the employee questions about the WVPP.

Employee- employees are expected to act professionally, courteously, and responsibly at all times, which ensures compliance with this WVPP. It is the responsibility of each and every employee to immediately report any and all acts of workplace violence to their supervisor or manager without fear of reprisal. All reports must be taken seriously. The initial verbal report must be followed up with written documentation which should include critical information:

Names of the involved parties (i.e., perpetrator, victim, and witnesses), exactly what occurred, when the incident occurred, where the event took place, and if known why it happened.

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Kim Goll	President/CEO	<i>Conducts safety inspections, coordinates emergency response procedures, communicates with other employers about the plan approves the final plan, and any major changes.</i>	714.920.2598	Kim.goll@cfcoc.ocgov.com
Michael Garcell	Director of Administration and Finance	<i>Organizes safety meetings, updates training materials, and handles any reports of workplace violence.</i>	714.319.7445	Michael.garcell@cfcoc.ocgov.com

Employee Active Involvement

First 5 OC ensures the following policies and procedures to obtain the active involvement of employees in developing and implementing the plan:

- Management will work with and allow employees to participate in:
 - o *Identifying, evaluating, and determining corrective measures to prevent workplace violence.*

Management will have quarterly safety meetings with employees to discuss identification of workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them. These meetings could involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures.

- o *Designing and implementing training*

Employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated into the training materials. For example, an employee might suggest a new training scenario based on a recent incident.

- o *Reporting and investigating workplace violence incidents.*

Employees are encouraged to recommend different channels of communications for employees to report workplace hazards and violence. They are also encouraged to recommend different response procedures that will assist with workplace violence investigations.

- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.

Employees will receive periodic questionnaires to ensure their understanding of the WVPP.

- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment.

These policies and procedures include the following:

- o Responsibility
 - Who is responsible for implementing the WVPP?
- o Employee Active Involvement
- o Employee Compliance
- o Communication with Employees
- o Workplace violence incident reporting procedures
- o Emergency Response Procedures
- o Workplace Violence Hazard Identification and Evaluation
- o Workplace Violence Hazard Correction
- o Procedures for Post Incident Response and Investigation

- o Training and Instruction
 - o Employee Access to the Written WVPP
 - o Recordkeeping
 - o Employee Access to Records
 - o Review and Revision of the WVPP
 - o Employer Reporting Responsibilities
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

Employee Compliance

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace, include at a minimum:

- Educating employees about what does (and doesn't) constitute workplace violence, as well as the workplace hazards that are relevant to their specific role.
- Training employees, supervisors, and managers in the provisions of First 5 OC WVPP.
- Providing training to all employees when new hazards are identified.
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
- Provide retraining to employees whose safety performance is deficient with the WVPP.
- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace by providing certificates of recognition from the Director of the Department.
- Establishing accessible channels for employees to report workplace hazards and violence, including anonymously.
- Notifying employees that have reported a violent incident, threat, or other workplace violence concern of the results of the investigation and any corrective actions to be taken.
- Discipline employees for failure to comply with the WVPP.

Communication

First 5 OC recognizes that to maintain a safe, healthy, and secure workplace we must communicate to all employees, including managers and supervisors, all workplace safety, health and security issues. We have a communication system designed to encourage a continuous flow of safety, health and security information between management and our employees without fear of reprisal and in a form that is readily understandable. All employees are encouraged to inform their managers about workplace hazards and may do so without fear of reprisal. We will communicate the WVPP policies and procedures through:

1. New employee orientation, including a discussion about workplace hazards and reporting channels.
2. An annual review of our WVPP with all employees.
3. Training programs designed to address specific aspects of workplace violence prevention and security unique to an area, department or specific location.
4. Posting and distributing workplace violence prevention information.
5. Reporting workplace violence/security hazards or threats of violence. (Talk to your supervisors first, if that isn't possible, call the Workplace Violence Prevention Coordinator)

6. Protecting employees who report incidents of workplace violence from retaliation by the person making the threats. Employees who report incidents of workplace violence will be protected from the person making the threats by First 5 OC immediately taking the appropriate actions such as removing the person making the threats from the work area until the situation is resolved. For serious threats or acts of violence, the local police will be called.
7. Addressing security issues and potential workplace violence hazards at our regularly scheduled workplace violence prevention team meetings.
8. Ensuring proper notice of the WVPP.
9. Informing employees who have reported a violent incident, threat, or other workplace violence concern the results of the investigation and any corrective actions taken.

Reporting Workplace Violence and Protection Against Retaliation

First 5 OC strictly prohibits and does not tolerate any form of unlawful retaliation for engaging in any protected activity, including good faith reporting of incidents of workplace violence, or filing, testifying, assisting, or participating in any manner in any related investigation, proceeding, or hearing.

Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit.

To report an incident, employees are to:

1. Call 911 if there is a conflict or emergency or if someone has been seriously injured.
2. Report all threats or acts of workplace violence to your supervisor or manager. If that's not possible, report incidents to the WVPP Coordinator. The WVPP Coordinator is Kim Goll. This can be done by phone, email, or in person.
3. The supervisor or manager should complete a Workplace Violence Incident Log (Appendix D) and give it to the WVPP Coordinator. You can get these logs from [Shared file storage](#) site.

Emergency Response Procedures

First 5 OC has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by the following:

Staff also have every employees cell phone number. Alarm systems and PA announcements will be used to alert employees of emergencies.
- First 5 OC will have evacuation (Appendix J) or sheltering plans. Attached as Appendix I_ are the map of evacuation routes and location of emergency exits and instructions for sheltering in place
- How to obtain help from staff, security personnel, or law enforcement.

Employees may contact Santa Ana Police Department at (714) 245-8665, or via their website at <https://www.santa-ana.org/contact-the-police-department>. This information will be posted in common areas (list areas) If there is immediate danger, call for emergency assistance by dialing (9) 9-1-1, (dial outside access number first if applicable) and then notify the WVPP Coordinator.

In the event of an emergency, including a Workplace Violence Emergency, contact the following:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Kim Goll	President/CEO	Responsible for emergency response, hazard identification, coordination with other employers, <i>conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.</i>	714.920.2598	Kim.goll@cfcoc.ocgov.com

Following any incident, First 5 OC will conduct a thorough investigation, implement necessary security measures, offer necessary support services to those impacted, and take disciplinary action where required along the way. Our response procedures reflect our commitment to maintaining a workplace where safety is paramount, fostering a culture of trust and well-being for all.

Identification and Evaluation of Workplace Violence Hazards

First 5 OC will proactively identify and evaluate workplace hazards to help ensure the ongoing safety and security of our employees. We will perform workplace hazard assessment for workplace violence prevention/security in the form of periodic inspections and review of submitted/reported concerns of potential hazards.

Periodic inspections are performed according to the following schedule:

1. No less than once a year.
2. When the WVPP is first established.
3. When new, previously unidentified workplace violence/security hazards are recognized.
4. When occupational injuries or threats of injury occur; and
5. Whenever workplace conditions warrant an inspection.
6. Within 30 days of reported incident a follow-up inspection is warranted.

Periodic inspections for violence prevention/security hazards consist of identification and evaluation of workplace hazards and changes in business practices and may require assessing for more than one type of workplace violence.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

Specific Person Name/Job Title	Department
Kim Goll	Agency wide
Erwin Cox	Community and Family Engagement
Sara Brown	Healthy Systems and Family Resiliency
Michael Garcell	Administration

Inspections for workplace violence hazards include assessing:

- Procedures for employee response during a criminal act.
- Procedures for reporting suspicious persons or activities.
- Effective location and functioning of emergency buttons and alarms.
- Posting of emergency telephone numbers for law enforcement, fire, and medical services.
- Whether employees have effective escape routes from the workplace.
- Whether employees have a designated safe area where they can go to in an emergency.
- Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems.
- Employees' skill in safely handling threatening or hostile situations.
- Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger or that summon assistance, e.g., alarms or panic buttons.
- The use of work practices such as the "buddy" system for specified emergency events.
- The availability of employee escape routes.
- How well First 5 OC's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- See Appendix F for more factors that will assist with hazard assessment.

Additionally, First 5 OC will review all submitted/reported concerns of potential hazards on a weekly basis. First 5 OC will review all hazard concerns submitted and reported through [online forms](#) and emails.

Hazard Correction

Hazards, which threaten the security of employees, shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

- When observed and discovered; and
- When an imminent hazard exists which cannot be immediately abated without endangering employee(s), we will work to remove all endangered employees from the area except those necessary to address the existing hazard.
- All corrective actions taken will be documented and dated on the appropriate forms.

- Corrective measures for workplace violence hazards will be specific to a given work area.
 - Improve lighting around and at workplace
 - Utilize surveillance measures, such as cameras and mirrors, to provide information as to what is going on outside and inside the workplace to dissuade criminal activity.
 - Ensure the adequacy of workplace violence systems
 - Post emergency telephone numbers for law enforcement, fire, and medical services
 - Control, access to, and freedom of movement within, the workplace by non-employees, include recently discharged employees or persons with whom one of our employees is having a dispute.
 - Install effective systems to warn others of a violence danger or to summon assistance
 - Ensure employees have access to a telephone with an outside line.
 - Provide employee training/re-training(refreshers) on the WVPP.
 - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
 - Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
 - Improve how well our establishment's management and employees communicate with each other.
 - Procedures for reporting suspicious persons, activities, and packages.
 - Provide/review employee, supervisor, and management training on emergency action procedures.
 - Ensure adequate employee escape routes.
 - Increase awareness by employees, supervisors, and managers of the warning signs of potential workplace violence.
 - Ensure that employee disciplinary and discharge procedures address the potential for workplace violence.
 - Establish a policy for prohibited practices.
 - Provide procedures for a "buddy" system for specified emergency events.

Post Incident Response and Investigations

We have established the following policy for investigating incidents of workplace violence. Our procedures for investigating incidents of workplace violence, which includes threats and acts of violence, include:

1. Reviewing all previous incidents.
2. Visiting the scene of an incident as soon as possible.
3. Interviewing involved employees and witnesses.
4. Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
5. Determining the cause of the incident.
6. Taking corrective action to prevent similar incidents from occurring.
7. Recording the findings and ensuring corrective actions are taken.
8. Obtain any reports completed by law enforcement.
9. The violent incident log will be used for every workplace violence incident.

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

Training & Instruction

We have established the following policy with respect to training all employees on workplace security. All employees, including managers and supervisors, shall have training and instruction on general and job-specific workplace security practices. Training and instruction shall be provided:

- When the WVPP is first established and annually thereafter.
- Training shall also be provided to all new employees, to other employees for whom training has not previously been provided and to all employees, supervisors, and managers given new job assignments for which specific workplace security training for that job assignment has not previously been provided.
- Additional training and instruction will be provided to all personnel whenever the employee is made aware of new or previously unrecognized security hazards.

General workplace security training and instruction includes, but is not limited to, the following:

1. Specific WVPP and crime prevention training for the Workplace Violence Prevention Coordinator to develop and maintain the WVPP.
2. Explanation of the WVPP including measures for reporting any violent acts or threats of violence.
3. How to obtain a copy of First 5 OC's WVPP and how to participate in the development and implementation of First 5 OC's WVPP.
4. Definitions in this WVPP.
5. Recognition of workplace security hazards including the risk factors associated with the four types of workplace violence.
6. The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, and training records.
7. Measures to prevent workplace violence, including procedures for reporting workplace security hazards or threats to managers and supervisors.
8. Ways to defuse hostile or threatening situations.
9. Measures to summon others for assistance.
10. Routes of escape/evacuation plan
11. Notification of law enforcement authorities when a criminal act may have occurred.
12. Emergency medical care to be provided to a victim of any violent act upon a worker.
13. Post- event trauma counseling for those employees desiring such assistance.

In addition, we will provide specific instructions to all employees regarding workplace security hazards unique to their job assignment, to the extent that such information was not previously covered in other training.

Employee Access to the Written WVPP

First 5 OC ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, and representatives of Cal/OSHA at all times. This will be accomplished by

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.
- We will provide unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.

Recordkeeping

First 5 OC is required to maintain a violent incident log for each workplace violence incident and must maintain such records for at least five (5) years. The log must include certain information, including the date/time/location of the incident, a detailed description of the incident, a classification of the incident, and the consequence(s) of the incident.

The following records should be kept in a separate file for workplace violence incidents in accordance with First 5 OC's policies:

- **Incident Logs**- any acts of aggression should be recorded; they may be threatening to the worker, but may not be an injury, (i.e., pushing or shouting). The log should describe who was threatened or assaulted, the type of activity, (i.e., unprovoked sudden attack), and all other circumstances of the incident. The records should include a description of the location/environment, potential or actual costs, lost time, nature of injuries sustained, etc.
- **Minutes of safety meetings**- should be taken and should contain findings, corrective actions recommended relative to workplace violence, along with First 5 OC's response and completion dates for action items.
- **Employee questionnaires**- which should assess employee views of high-risk work areas and activities.

The following records will also be maintained.

- **Training records**-which should include dates that training was conducted, type of training given, contents or a summary of the training sessions, names and qualifies of persons conducting the training, names and job titles of employees trained, etc.
- **Inspection records**- which should include dates of inspect, areas inspected, all findings and recommendations, any control measures implemented, etc.
 - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.

All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by Labor Code section 6401.9(f), shall be made available to Cal/OSHA upon request for examination and copying.

Employee Access to Records

The following records shall be made available to employees, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

Updates

This WVPP will be reviewed and updated annually, when a deficiency is observed or becomes apparent, after a workplace violence incident and as needed.

Review and revision of the WVPP will include the procedures listed in the Employee Active Involvement section of this WVPP, as well as the following procedures to obtain the active involvement of employees in reviewing the plan's effectiveness:

- Review of First 5 OC's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).
- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees.

Employer Reporting Responsibilities

As required by California Code of Regulations (CCR), Title 8, Section 342(a). Reporting Work-Connected Fatalities and Serious Injuries, First 5 OC will immediately report to Cal/OSHA any serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

I, Kimberly Goll, President/CEO of First 5 OC hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. I am committed to promoting a culture of safety and violence prevention in our workplace and believe that these policies and procedures will help us achieve that goal.

Name and Title of person authorizing this WVPP

Signature of person authorizing this WVPP

Date of Signature

Document History

Version	Date	Contributor(s)	Description
1.0	May 22, 2024	Kim Goll, Michael Garcell, Sara Brown, and Erwin Cox	Released Version

Workplace Violence Prevention Plan

Acknowledgement of Receipt and Review

I, _____, acknowledge that I received and read First 5 OC's Workplace Violence Prevention Plan ("WVPP"), and understand that it is my responsibility to comply with its terms, as well as any future updates or revisions to the WVPP. If I have any questions about this WVPP, I will contact my manager or Human Resources.

Signature

Printed Name

Date

Workplace Violence Prevention Employee Awareness Information

This appendix describes the different types of workplace violence and what can be done to prevent or minimize incidents of violence, threats, harassment intimidation, and other disruptive behavior.

Definitions and Examples

The California Occupational Safety and Health Administration (Cal/OSHA) has categorized violence into four types. For purposes of this policy and related procedures, First 5 OC may use these four type categories, which are defined as follows:

- **Type I-** workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.
- **Type II-** workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.
- **Type III-** workplace violence against an employee by a present or former employee, supervisor, or manager.
- **Type IV-** workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

Examples of Workplace Violence

- Hitting or shoving an individual.
- Verbal harassment, directly or indirectly, in person or by phone.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of First 5 OC property.
- Harassing surveillance or stalking.
- The suggestion or intimidation that violence is appropriate; and/or
- Unauthorized possession or inappropriate use of firearms or weapons.
- Terrorist threats.

Prevention- Before an Incident Happens:

- Know the warning signs. Research into incidents of workplace violence shows the presence of at least **several** of the following characteristics in the potentially violent individual. **Clearly, not everyone who exhibits one or more of these warning signs is potentially violent.** Understanding these signs, recognizing them when they occur and acting on that knowledge and recognition are vital steps in heading off possible tragedy:

General Warning Signs

- Making direct or veiled threats.
- Intimidating, belligerent, harassing, bullying, or other inappropriate and aggressive behavior.
- Numerous conflicts with supervisors and other employees.
- Bringing a weapon to the workplace, brandishing a weapon in the workplace, making inappropriate references to guns, fascination with weapons.
- Statements showing fascination with incidents of workplace violence, statements indicating approval of the use of violence to resolve a problem, or statements indicating identification with perpetrators of workplace homicides.
- Statements indicating desperation (over family, financial, and other personal problems) to the point of suicide.
- Extreme changes in behavior.

Do's & Don'ts when confronted with potential violence:

- ☐ When a potential or actual violent incident occurs, follow these dos and don'ts:

DO

- Your best to stay calm.
- Speak to the other person quietly and calmly.
- Try to put some space between yourself and the perpetrator.
- Evacuate the area, if possible, or
- Try to take cover, such as under a desk, if it is not possible to evacuate the area and you are not the immediate victim.
- Notify your manager/supervisor when it is safe to do so.
- Document conversations immediately, perpetrator's description, and what occurred, obtaining names and any identification (driver's license or registration), if possible.
- If you are a supervisor/manager and your employee has reported a violent act, report it to the proper authorities, then to your manager, and then notify the WVPP Coordinator.
- If there is immediate danger, call for emergency assistance by dialing (9) 9-1-1, (dial outside access number first if applicable) and then notify the WVPP Coordinator.
- If there is no immediate danger, report the incident to your supervisor/manager. Your supervisor/manager will then notify the (Workplace Violence Prevention Coordinator).

DO NOT

- Try to out shout the other person or make any aggressive moves toward him/her.
- Argue with the perpetrator.
- Use defensive sprays or weapons.
- Fight with the perpetrator.
- Chase the perpetrator; or
- Try to break up or intervene in a violent act unless you are specially trained.
- Do not risk getting hurt yourself.

Responsibilities

Managers/Supervisors

Preventive Stage

- ☐ Managers and supervisors are accountable for recognizing a potentially threatening situation. Before a potential or actual violent incident occurs, managers and supervisors shall:
 - Foster a supportive, harmonious work environment. Mutual respect can help reduce harassment and hostility in the workplace.
 - Communicate openly and give employees support and recognition.
 - Train managers, supervisors and employees on how to resolve conflicts.
 - Develop skills in effective communications, team building and resolving disputes.
 - Know the available community resources, building ingress and egress, and geographical layout of the building.
- ☐ In order to reduce or eliminate any violent incidents from occurring, the following guidelines should be adhered by managers/supervisors:
 - New Employee: Conduct a pre-employment screening on each candidate. Check references if more than one previous employer.
 - New and Current Employees: Review the application and resume for inconsistencies in employment; and
 - Note questions by the interviewee during an interview that may indicate a problem or violent behavior.

Employees

- ☐ Support and comply with the WVPP by:

- Understanding, supporting and complying with First 5 OC's WVPP.
- Reporting any witnessed threat, harassment, assault, intimidation, or activity which he/she feels could lead to violence, promptly to his/her immediate supervisor, i.e. supervisor, manager, etc.; and
- Recognizing and reporting potential trouble. This is not just the job of supervisors and managers. Case studies of workplace violence have found repeatedly that co-staff usually see the problem developing before management does.

Who Do I Report Incidents to?

You should report incidents to your supervisor or manager. If that's not possible, call your WVPP coordinator.

Appendix C

Workplace Violence Prevention Communication Section

Communication is most effective when it involves two-way communication and First 5 OC's goals and objectives are clearly understood.

We recognize the importance of effective communication as it relates to eliminating and controlling workplace violence. Our communication process is to ensure continued flow of information relating to workplace violence, primarily between management and our employees. Affected employees are encouraged to communicate any concerns and suggestions, moreover, to follow up on the action taken and or feedback. To ensure that the communication process is effective, an evaluation sheet will be used to assess our effectiveness. Our goal is to maintain checks in the Yes column.

	Issues concerning communication	✓ Yes, comments	✓ No- comments
1	New employee orientation on workplace violence policies, procedures and work practices.		
2	Review and continuous education on workplace violence policies, procedures, and work practices with all managers, supervisors, and employees.		
3	Specialize training and education to address awareness of early warning signs of potential workplace violence.		
4	Regularly scheduled safety meetings with all personnel to discuss workplace violence.		
5	Process (i.e., Questionnaire) to ensure everyone understands the workplace security policies (in a form readily understandable to all).		
6	Proper posting and distribution of information relating to workplace violence. Is information current?		
7	Issues concerning workplace violence are communicated in a timely manner to include suggestions for preventing incident of violence.		
8	Action and feedback are communicated in a timely manner and without fear of retaliation by either person making threats or anyone else.		
9	Inform employee who has reported a violent incident, threat, or other workplace violence concern the results of an investigation and corrective actions taken.		
10	Meetings are conducted in a manner to allow free and open discussions.		
11	Meetings are announced and scheduled to facilitate for maximum attendance.		

Workplace Violence Incident Log

Part I through Part VI should be completed by the designated person based on information provided by the employee(s) involved in the incident.

Please do not include any personally identifying information (e.g., name, address, email, telephone number, SSN, etc.) in this log. Instead, identify as Employee A, Employee B, Witness A, Witness B, etc.

Part I- Type of Incident- (check all that apply)

Section A

- ☐ Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- ☐ Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- ☐ Threat of physical force or threat of the use of a weapon or other object.
- ☐ Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- ☐ Animal attack.
- ☐ Other (please describe): _____

Section B

Date of Incident: _____ Approximate Time: _____ a.m./p.m.

Detailed description of observation, threat, incident, or activity. Continue on separate sheet of paper if necessary.

Part II- Incident Directed At: (Do not use names but identify as Employee A, Employee B, etc.):

Person(s): _____

Place: _____

Structure: _____

Part III- Incident Initiated By: (Do not use names but identify as Employee A, Employee B, etc.):

Person(s): _____

☐ Male ☐ Female ☐ Employee Classification: _____

Worksite: _____

Part IV- Type/Location incident Occurred

Section A

Type of Contact:

☐ In person ☐ Telephone ☐ Mail ☐ Observation ☐ Recording ☐ Electronic Mail

☐ Fax ☐ Other:

Was the employee alone? ☐ Yes ☐ No

Section B

Location of Incident

☐ Worksite ☐ Employee's Residence ☐ Other: _____

Section C

Address/Location where incident occurred:

Street	City	State	Zip Code
--------	------	-------	----------

Section D

What type of incident was it? ☐ Type I ☐ Type II ☐ Type III ☐ Type IV

- **Type I-** workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.
- **Type II-** workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.
- **Type III-** workplace violence against an employee by a present or former employee, supervisor, or manager.

- **Type IV-** workplace violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

Were there any threats made before the incident occurred? ☐ Yes ☐ No

Did the employee(s) ever report to First 5 OC that he/she was threatened, harassed, or suspicious that the attacker may become violent? ☐ Yes ☐ No

Was the perpetrator a stranger, co-worker, or otherwise familiar person?

Was a weapon used? ☐ Yes ☐ No

If yes, what type of weapon? _____

Section E

Were there injuries? ☐ Yes ☐ No

If yes, who was injured? (Do not identify by name, but rather Person A, Person B, etc.)

Person: _____

Injury Description: _____

Person: _____

Injury Description: _____

Person: _____

Injury Description: _____

Witnesses to the incident: (Do not identify by name, but rather Witness A, Witness B, etc.)

Witness: _____

Witness: _____

Witness: _____

Part V- Action Taken-Reporting Supervisor

Post Incident Assessment

1. Were there any physical injuries?

☐ Yes ☐ No

2. If yes, please describe. (employee/person's name, type of injury, type of care provided)
Name: _____

Type of Injury: _____

3. Type of Care Provided: (First Aid, Occupational Clinic, Emergency Room)

4. Where did the incident occur?

5. Was the employee(s) alone?

☐ Yes ☐ No

6. What time did the incident occur? _____

7. Was the perpetrator a stranger, client, co-worker, or otherwise familiar person?

8. Were any threats made before the incident occurred?

☐ Yes ☐ No

9. Did the employee(s) ever report to the employer that he/she was threatened, harassed, or suspicious that the attacker may become violent?

☐ Yes ☐ No

If yes, what was the employer's response?

10. What type of weapon did the attacker use against the employee?

11. How did the perpetrator obtain the weapon?

12. Did the worker ever receive training in workplace violence issues?

☐ Yes ☐ No

13. What were the main factors that contributed to the incident?

14. What can be done to prevent future incidents?

15. What new prevention measures were put in place as a result of this incident?

Prevention Measure	Date Completed

16. Was employee informed of the results of the investigation and any corrective actions taken?

Person Completing This Incident Assessment:

Job Title of Person Completing This Incident Assessment:

Date Completed:

Workplace Violence Prevention Plan Hazard Assessment & Control Checklist

1. Risk Factors for Workplace Violence

Cal/OSHA and National Institute for Occupational Safety and Health NIOSH has identified the following risk factors that may contribute to violence in the workplace. If you have one or more of these risk factors in your workplace, there may be a potential for violence.

Yes	No		Notes/Follow-Up Action
		Do employees have contact with the public?	
		Do they work alone?	
		Do they work late at night or during early morning hours?	
		Is the workplace understaffed?	
		Is the workplace located in an area with a high crime rate?	
		Do employees enter areas with a high crime rate?	
		Do any employees or supervisors have a history of assault, verbal abuse, harassment, or other threatening behavior?	

Other risk factors (please describe)

2. Inspecting Work Areas

- Who is responsible for building security?
- Are employees told who is responsible for security? ☐ Yes ☐ No

You or your workplace violence prevention committee (if one is created) should now begin a “walkaround” inspection to identify potential security hazards. This inspection can tell you which hazards are already well controlled, and what control measures need to be added.

All areas	Some areas	Few areas	No areas		Notes/Follow-Up Action
				Are nametags, ID cards required for employees (omitting personal information such as home address)?	
				Are employees notified of past violent acts at work?	
				Is there established liaison with CHP and/or local police?	

				Could someone hear an employee who called for help?	
				Can employees observe visitors in waiting areas?	
				Are waiting areas and work areas free of objects that could be used as weapons?	
				Are chairs and furniture secured to prevent use as weapons?	
				Are private, locked restrooms available for employees?	
				Is there a secure place for employees to store personal belongings?	

3. Inspecting Exterior Building Areas

Yes	No		Notes/Follow-Up Action
		Do employees feel safe walking to and from the workplace?	
		Are the entrances to the building clearly visible from the street?	
		Is the area surrounding the building free of bushes or other hiding places?	
		Is video surveillance provided outside the building?	
		Is there enough lighting to see clearly outside the building?	
		Are all exterior walkways visible to law enforcement?	

4. Inspecting Parking Areas

Yes	No		Notes/Follow-Up Action
		Is there a parking lot reserved for employees only?	
		Is the parking lot attended or otherwise secured?	
		Is the parking lot free of blind spots and is landscaping trimmed back to prevent hiding places?	
		Is there enough lighting to see clearly in the parking lot and when walking to the building?	

5. Security Measures

In place	Should add	Doesn't Apply		Notes/Follow-Up Action
			Security cameras or closed-circuit TV in high-risk areas?	
			Panic buttons?	

			Alarm systems?	
			Door locks?	
			Internal telephone system to activate emergency assistance?	
			Telephones with an outside line programmed for 911?	
			Two-way radios, pagers, or cellular telephones?	
			Security mirrors (e.g., convex mirrors)?	
			Secured entry (e.g., "buzzers")?	
			Personal alarm devices?	
			Broken windows repaired promptly?	
			Security systems, locks, etc. tested on a regular basis and repaired promptly when necessary?	

6. Comments

Checklist completed by: _____ **Date:** _____

Appendix G

Workplace Violence Prevention Plan Assessment Checklist

Use this checklist as part of a regular safety and health inspection or audit that is conducted by the Workplace Violence Prevention Coordinator. If a question does not apply to the workplace, then write "N/A" (not applicable) in the note column. Add any other questions that may be appropriate.

Yes	No	Staffing	Notes
		Is there someone responsible for building security?	
		Who is it?	
		Are employees told who is responsible for security?	
		Is adequate and trained staffing available to protect employees against assaults or other violence?	
		Is there a "buddy system" for when employees are in potentially dangerous situations?	
		Is the parking lot attended or otherwise secure?	
		Training	
		Are employees trained in the emergency response plan (for example, escape routes, notifying the proper authorities)?	
		Are employees trained to report violent incidents or threats?	
		Are employees trained in how to handle difficult visitors?	
		Are employees trained in ways to prevent or defuse potentially violent situations?	
		Are employees trained in personal safety and self-defense?	
Yes	No	Facility Design	
		Are there enough exits and adequate routes of escape?	
		Can exit doors be opened only from the inside to prevent unauthorized entry?	
		Is the lighting adequate to see clearly in indoor areas?	
		Are there employee-only work areas that are separate from public areas?	
		Is access to work areas only through a reception area?	
		Are reception and work areas designed to prevent unauthorized entry?	
		Could someone hear an employee call for help?	
		Can employees observe visitors in waiting area?	

		Do areas used for applicants' interviews allow coemployees to observe any problems?	
		Are waiting and work areas free of objects that could be used as weapons?	
		Is furniture in waiting and work areas arranged to prevent employees from becoming trapped?	
		Are visitor areas designed to maximize comfort and minimize stress?	
		Is a secure place available for employees to store their personal belongings?	
		Are private, locked restrooms available for staff?	
		Security Measures- Does the workplace have?	
		Physical barriers (Plexiglass partitions, elevated counters to prevent people from jumping over them, bullet resistant windows, etc.)?	
		Security cameras or closed-circuit TV in high risk areas?	
		Panic buttons (portable or fixed)?	
		Alarm systems?	
		Metal detectors?	
		X-ray machines?	
		Door locks?	
		Internal phone system to activate emergency assistance?	
		Phones with an outside line programmed to call 911?	
		Security mirrors (convex mirrors)?	
		Secured entry (buzzers)?	
		Personal alarm devices?	
		Outside the Facility	
		Do employees feel safe walking to and from the workplace?	
		Are the entrances to the building clearly visible from the street?	
		Is the area surrounding the building free of bushes or other hiding places?	
		Is video surveillance provided outside the building?	
		Are all exterior walkways visible to law enforcement personnel?	
		Is there a nearby parking lot reserved for employees only?	
		Is the parking lot free of bushes or other hiding laces/	

		Is there enough lighting to see clearly in the parking lot and when walking to the building?	
		Have neighboring facilities and businesses experienced violence or crime?	
		Workplace Procedures	
		Is the public access to the building controlled?	
		Are floor plans posted showing building entrances and exits?	
		Are these floor plans visible only to staff and not to outsiders?	
		Is other emergency information posted, such as telephone numbers?	
		Are special security measures taken to protect people who work late at night (escorts, locked entrances, etc.)?	
		Are visitors escorted to offices for appointments?	
		Are authorized visitors to the building required to wear ID badges?	
		Are identification tags required for staff (omitting personal information such as the person's last name and social security number)?	
		Is there an established liaison with local police?	
		Are broken windows and locks repaired promptly?	
		Are security devices (locks, cameras, alarms, etc.) tested on a regular basis and repaired promptly when necessary?	

Appendix H

Workplace Violence Training Record

Employee Name	Training Date(s)	Type of Training (e.g., Initial, Plan Change, New Hazard)	Trainer

Workplace Violence Prevention: Shelter-in-Place

In the event of a workplace violence threat or incident, your safety is our utmost priority. Follow these instructions to shelter in place and protect yourself until it is safe to resume normal activities:

10. **Stay Calm:** If you hear or witness any signs of violence, remain calm and composed. Panic can escalate the situation.

11. **Alert Authorities:** Immediately call [Emergency Services Number] or activate the workplace alarm system to notify authorities of the threat. Provide your location and any pertinent details about the situation.

12. Secure Your Location:

- If you are in an office or room, lock and barricade the doors using heavy furniture if possible.
- Close blinds or curtains to conceal your location from potential threats outside.
- Turn off lights and silence all electronic devices to avoid drawing attention.

13. Seek Shelter:

- Move away from windows, doors, and other potential entry points.
- If possible, seek shelter in an interior room or area away from the threat's location.

14. **Stay Low:** If gunfire or other violent acts are occurring, drop to the ground and seek cover behind heavy furniture or other solid objects. Avoid standing or moving around unnecessarily.

15. **Stay Quiet:** Communicate quietly with others in your vicinity, if necessary, using whispers or non-verbal signals to avoid attracting attention.

16. **Wait for Official Instructions:** Follow any directives provided by emergency responders or workplace security personnel. Do not leave your sheltered location until it has been declared safe to do so.

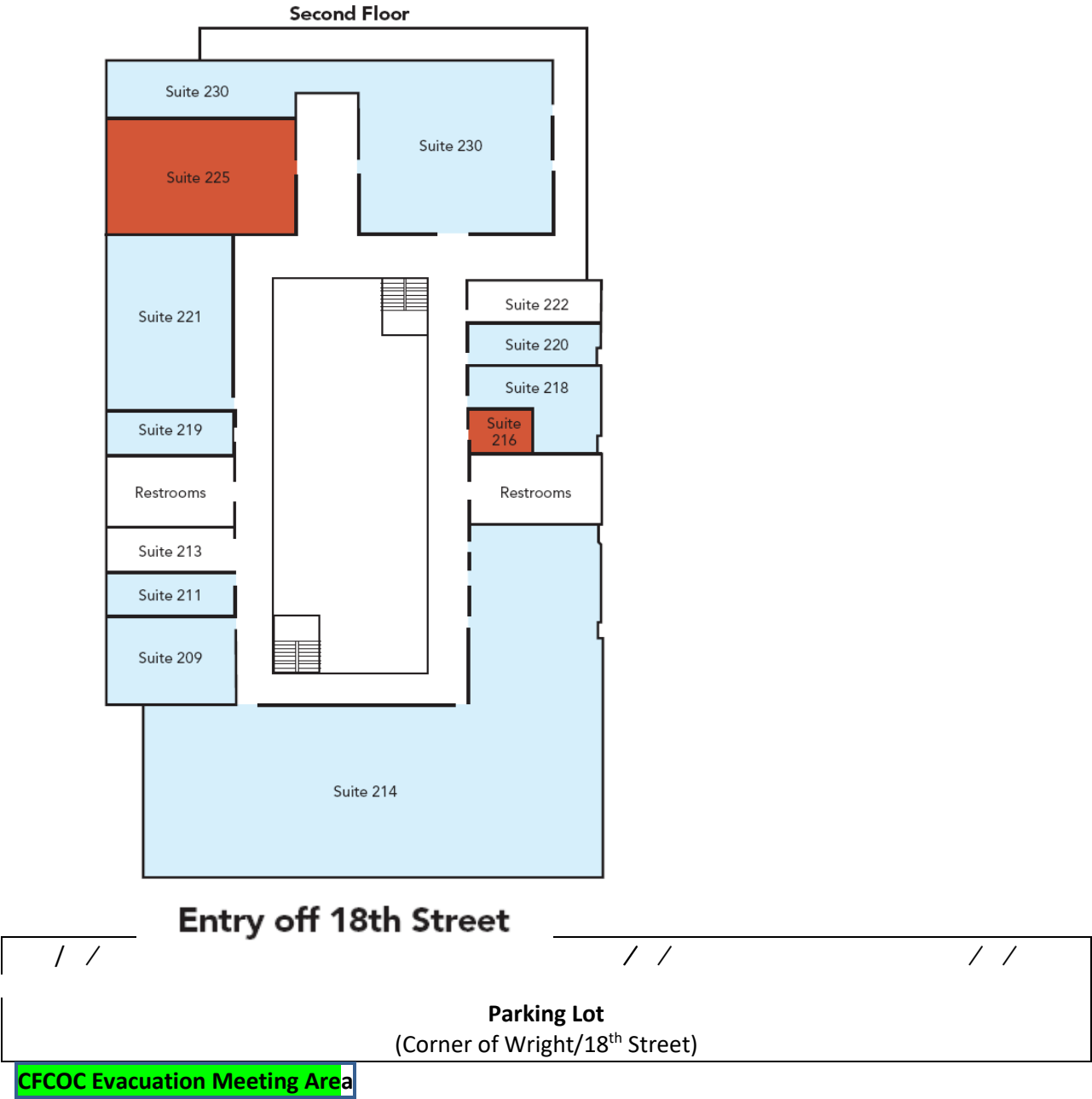
17. **Assist Others:** If you are able, assist coworkers or visitors who may need help following these shelter-in-place directions.

18. **Monitor Communication Channels:** Stay tuned to official communication channels such as workplace announcements, emergency alerts, or instructions from authorities.

19. **Document Details:** If it is safe to do so, document details of the incident, including descriptions of the perpetrator(s), their actions, and any other relevant information. This may assist law enforcement in their response.

Remember, your safety is paramount. Follow these guidelines until you receive further instructions from authorized personnel. Remain vigilant and support one another during this challenging time

Evacuation plan





Employee Handbook

Effective February 2024

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I. INTRODUCTION

WELCOME

We are glad to have you as a member of First 5 Orange County. As a team member at First 5 Orange County (“the Agency” or “F5OC”), you are an essential part of a team effort. We hope that you will find your position with the F5OC rewarding, challenging and productive. Every team member has an important role in our operations, and we value the ability and experience you bring with you to the organization. Every team member is vital to the success of F5OC.

This guide has been prepared to acquaint you with the employment policies and practices of F5OC. Please read it carefully and keep it for future reference. If you have any questions, please contact your supervisor.

FIRST 5 ORANGE COUNTY STORY

F5OC was created as a result of Proposition 10, the California Children and Families Act of 1998, which added a 50-cent sales tax on tobacco products sold in California. Prop 10 required that funds raised be used to support education, health, and child development programs for children from the prenatal stage through age 5.

Since our inception more than 20 years ago, F5OC 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.

We cultivate strong relationships with our community partners and support innovative, research-based services that have been shown to improve outcomes. We engage directly with families and neighborhoods to offer them the information and tools they need to become advocates for their young children.

Finally, we promote a “system-level perspective” that recognizes the importance of seamless cross-agency coordination to improve the family experience and child outcome.

ABOUT THIS HANDBOOK

This Employee Handbook (“Handbook”) provides information about employment with F5OC and any of its related entities (the “Agency”). The Handbook is designed to provide a guide to the Agency’s current policies, procedures, and practices. Please take time to read it thoroughly. It may not answer all questions, but it will be a good start. Employees should save the Handbook for future reference.

The Agency reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and signed by the Agency’s President and Chief Executive Officer.

This Handbook summarizes the policies and practices in effect at the time of publication and supersedes any inconsistent policies or written statements. In the event that any policy in this Handbook conflicts with applicable federal, state, or local law, those laws will control.

Nothing in this Handbook is intended to, or shall be construed as, prohibiting an employee from (a) filing a complaint or charge with, or otherwise communicating with, any governmental agency, including the Equal Employment Opportunity Commission or any similar state agency, the Department of Justice, the Securities and Exchange Commission, or the National Labor Relations Board; (b) cooperating with any governmental agency in investigations involving the Agency, including testifying in an administrative, legislative, or judicial proceeding when the employee has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or request from an administrative agency or the legislature; (c) discussing the employee's working conditions or compensation with other employees; (d) engaging in protected, concerted activity under the National Labor Relations Act, to the extent it applies to the employee, including filing an unfair labor practice charge, assisting other employees in filing such charge, or otherwise participating in an ongoing labor dispute; or (e) communicating with any governmental agency regarding the terms of this Handbook.

If employees have questions about this Handbook, they should discuss them with their supervisor or Human Resources.

II. A RESPECTFUL WORKPLACE

AT-WILL EMPLOYMENT

Employment at the Agency is at-will. This means that an employee or the Agency can terminate the employment relationship at any time, with or without prior notice or cause. The at-will relationship cannot be changed except by a fully integrated individual written employment agreement that is signed by the employee and the Agency's President/CEO.

COMPLAINT PROCEDURE

If an employee believes that the employee has been discriminated against or has been harassed by an employee, supervisor, or anyone else; has witnessed possible discrimination and/or harassment; or believes that the Agency or another employee has violated any applicable law in the conduct of its business, the employee has a duty to immediately bring the incident(s) to the attention of the employee's supervisor. As an alternative, the employee may report any complaints directly to Sandra Florez, Human Resources at the County of Orange Human Resources Services or to any member of management. Any supervisor who receives such a complaint must promptly report it to Human Resources. If the complaint involves the Human Resources, or if the supervisor is otherwise uncomfortable reporting it to Human Resources, the supervisor should report it to the President/CEO and the Agency Counsel. The description of the incident(s) can be given verbally or in writing.

The Agency will investigate all reports or complaints of harassment or discrimination thoroughly, promptly, fairly, and discreetly. The investigator will be impartial and qualified and will document the investigator's progress throughout the investigation. The investigator will afford all parties appropriate due process and will reach a reasonable conclusion based on the evidence collected. It is the obligation of all employees to cooperate fully in the investigation process. To the extent possible, the confidentiality of an employee or any other person who has reported a problem and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. The outcome of the investigation and a timely resolution of each complaint will be reached and, in appropriate circumstances, communicated to the employee and the other parties involved. If an investigation has concluded that harassment or discrimination occurred, the Agency will take appropriate remedial corrective action, up to and including termination.

The Agency will take action to deter any future discrimination and/or harassment. The Agency considers any discrimination and/or harassment to be a serious offense which can result in disciplinary action for the offender, up to and including termination. In addition, disciplinary action will be taken against any employee who attempts to discourage or prevent another employee from bringing discrimination, harassment, and/or a violation of law to the attention of management.

DISABILITY ACCOMMODATION

The Agency will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. Any applicant or employee who requires accommodation in order to perform the essential functions of a job should contact their supervisor or Human Resources. The applicant or employee should advise the Agency what accommodations the applicant or employee believes are needed in order to perform the job.

Together with the applicant or employee, the Agency will engage in an interactive process to determine effective, reasonable accommodations, if any. If such an accommodation is possible and will not impose an undue hardship on the Agency, the Agency will make the accommodation.

EQUAL EMPLOYMENT OPPORTUNITIES

The Agency prohibits unlawful discrimination against employees or applicants based on race (including traits historically associated with race, such as hair texture and protective hairstyles), religion, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, reproductive health decision making, gender, gender identity, gender expression, age, military status, veteran status, uniformed service member status, sexual orientation, transgender identity, citizenship status, pregnancy, or any other consideration made unlawful by federal, state, or local laws. The Agency also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

The Agency is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the Agency's operations and prohibits unlawful discrimination by any employee of the Agency, including supervisors and coworkers. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, training, promotion, transfer, compensation, benefits, discipline, layoff, recall, and termination. Any employee who violates this policy and the Agency's commitment to equal employment opportunities will be subject to disciplinary action, up to and including termination of employment.

If an employee believes that the employee has been subjected to any form of unlawful discrimination, the employee should immediately notify the employee's supervisor, Human Resources, or any member of management.

POLICY AGAINST ANTI-BULLYING

The Agency is committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of abusive conduct. Abusive conduct, or "bullying," is conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. It includes unwelcome or unacceptable behavior including repeated infliction of verbal abuse, such as derogatory remarks, insults, verbal, or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance and may be directed at an individual or a group. However, bullying does not include a supervisor legitimately criticizing an employee's work performance or a supervisor informing an employee of the consequences of the employee's failure to improve work performance or adhere to rules and regulations of the Agency. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident if it is especially severe and egregious. It is usually carried out by an individual but can also be an aspect of group behavior.

Bullying may be intentional or unintentional. However, it must be noted that where it is found that bullying has taken place, the intent of the alleged bully is irrelevant. It is the effect of the behavior upon the individual which is important.

We encourage all employees to report any instance of bullying behavior. Reported or suspected occurrences of bullying will be promptly and thoroughly investigated. Following an investigation, the Agency will promptly take any necessary and appropriate disciplinary action.

The Agency will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of bullying complaints. To report workplace bullying, discussing the problem with your immediate supervisor is encouraged as a first step. If, however, you do not believe a discussion with your supervisor is appropriate or your problem is not resolved after discussion with your supervisor, you are encouraged to meet with Human Resources.

Additionally, the Agency provides its employees with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment and discrimination. Any employee who feels harassed or discriminated against should follow the complaint procedure as described in the Anti-Harassment policy.

POLICY AGAINST DISCRIMINATION AND HARASSMENT

The Agency is committed to providing a work environment that is free of unlawful discrimination and harassment and requires all employees to treat each other with dignity and respect. In keeping with this commitment, the Agency maintains a strict policy prohibiting unlawful harassment and discrimination in the workplace, including sexual harassment, by any employee or supervisor and by any third parties such as contractors, guests, or vendors. In addition, any discrimination or harassment of an employee on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles), religion, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, reproductive health decision making gender, gender identity, gender expression, age, military status, veteran status, uniformed service member status, sexual orientation, transgender identity, citizenship status, pregnancy, or any other consideration made unlawful by federal, state, or local laws is also strictly prohibited. Harassment can come in many forms, including verbal harassment (*e.g.*, epithets, derogatory comments, or slurs), physical harassment (*e.g.*, assault, touching, impeding, or blocking movement, or any physical interference with normal work or movement), or visual harassment (*e.g.*, images or gestures) directed towards an individual on the basis of a protected characteristic.

Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, widespread sexual favoritism, and other verbal, physical or visual conduct of a sexual nature constitute unlawful sexual harassment if (i) submission to such conduct is made an explicit or implicit term or condition of employment; (ii) submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual; or (iii) such conduct has the purpose or effect of either (a) unreasonably interfering with an individual's work performance or (b) creating an intimidating, hostile, or offensive working environment. Sexual harassment includes gender harassment and harassment on the basis of pregnancy, childbirth, or related medical conditions, and also includes sexual harassment of an employee of the same gender as the harasser.

Examples of conduct which may violate this policy include, but are not limited to: offensive or unwelcome sexual flirtations, advances or propositions; threats and demands to submit to sexual requests; offering employment benefits in exchange for sexual favors; making or threatening reprisals after a negative response to sexual advances; widespread sexual favoritism; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading

words used to describe an individual; sexually-oriented jokes, e-mails, or written materials; visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters; accessing sexually explicit, pornographic and/or socially offensive websites, chat rooms or other material on the internet or other computer systems; and the unwelcome physical touching of others.

POLICY AGAINST RETALIATION

The Agency strictly prohibits retaliation, coercion or intimidation against any person who has, in good faith, opposed harassment or discrimination, filed a complaint of harassment or discrimination, or participated in any proceeding involving a complaint of harassment or discrimination. Any employee who is found to have committed such retaliation will be subject to discipline, up to and including termination. Any employee who experiences or witnesses any conduct believed to be retaliatory should immediately follow the complaint reporting procedures stated above.

In addition, the Agency prohibits discriminating, retaliating, or taking any adverse action against an employee or applicant for employment because the employee or applicant engaged in specified protected conduct.

RELIGIOUS ACCOMMODATION

The Agency will make reasonable accommodations for an employee's religious beliefs or practices (e.g., grooming, dress, scheduling), unless doing so would result in an undue hardship for the Agency.

WHISTLEBLOWER PROTECTION

No employee is ever expected, encouraged, or allowed to violate any law when conducting Agency business. Employees must promptly report any suspected violations of laws or violations of ethical standards to the employee's supervisor or Human Resources. The Agency prohibits retaliation on the basis that the employee has, in good faith, engaged in "whistleblower activity." Any concerns regarding suspected violations of laws or violations of ethical standards will be taken seriously and appropriately investigated.

WORKPLACE VIOLENCE

The Agency has zero tolerance for violent acts or threats of violence against its employees, applicants, customers, vendors, or visitors. No employee shall commit or threaten to commit any violent act against a co-worker, applicant, customer, vendor, visitor or any other third party associated with the Agency. This includes discussions of the use of dangerous weapons or of bringing such weapons onto Agency property or a work event, even if in a joking manner.

Any employee who is subjected to or threatened with violence by a co-worker, customer or vendor, or is aware of another individual who has been subjected to or threatened with violence, must report this information to the employee's supervisor, any member of management, or the Human Resources Department as soon as possible in accordance with the Workplace Violence Prevention Program. Employees should not assume that a threat is not serious. Instead, employees should bring all threats to the Agency's attention so that the Agency can deal with them appropriately. If an employee encounters an individual who is threatening immediate harm, the employee should contact 911 immediately.

All such alleged acts and threats, even those made in a joking manner, will be taken seriously and will be thoroughly investigated, and, if substantiated, will lead to discipline up to and including termination. All complaints that are reported to management will be treated with as much confidentiality as possible. No employee will be retaliated against for reporting workplace violence concerns to management.

III. PERSONAL STANDARDS

DRESS CODE & OTHER PERSONAL STANDARDS

Employees contribute to the corporate culture and reputation of the F5OC in the way they present themselves. Employees are expected to exercise good personal hygiene, present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

For office-based employees, business casual dress code is acceptable throughout the workweek. All clothing should be fashionable, tasteful, and commensurate with a professional environment.

The following attire is always prohibited:

- Torn, ripped jeans or pants;
- Shorts;
- Skirts where the hemline falls more than three inches above the knee;
- Undershirts or any similar item; shirts and/or T-shirts with inappropriate or offensive slogans or symbols;
- Slippers, flip-flops, or other footwear designed for the pool or beach; and
- Apparel which exceeds the boundaries of sensible good taste (clothing, which is too tight, transparent, etc.).

EMPLOYMENT OF RELATIVES

The Agency will not employ an individual when this would place a relative in a position of a direct manager relationship, or a job position, in which there is a conflict of interest. Relative for this purpose means spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives.

Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct manager relationship with one another or in job positions involving a conflict of interest.

EMPLOYMENT RECORDS & EMPLOYMENT VERIFICATION

It is every employee's responsibility to ensure their employment records and personal information (address, name, phone number, etc.) are accurate throughout their employment. Any changes to this information must be promptly reported to Director of finance and Administration. Disclosure of personnel information to outside sources will be limited to the dates of employment and last position held, except as otherwise required by law.

JOB DUTIES & DESCRIPTION

Employees are given a job description before they start to work. A job description summarizes your duties and responsibilities and gives you important information about your new job. Please review your job duties carefully and discuss it with your supervisor if you have any questions.

The Agency reserves the right to occasionally require employees to work on special assignments in addition to normal job duties, specified in their job description. In addition, the Agency reserves

the right to change job responsibilities, transfer job positions, or assign additional job duties at any time during employment.

MERIT INCREASE

Merit increases, wage adjustments, promotions and/or any other employment or compensation decisions are at the sole discretion of the Agency, considering a myriad of factors, including, but not limited to, performance evaluations, employee attendance, safety compliance and disciplinary history.

Merit increases and/or wage adjustments are pro-rated based on the employee's date of hire or date of last increase/adjustment.

PERFORMANCE REVIEWS

Assessing and directing performance is undeniably the most important responsibility of management. Sharing feedback to recognize results, reinforce expected behaviors, and improve performance should occur daily on an informal basis and formally on an annual basis. In general, employees will receive periodic performance evaluations.

F5OC has adopted a performance management and evaluation cycle that consists of annual goal setting in support of the Strategic Plan, quarterly reviews, and a final performance evaluation that coincides with the end of the F5OC's calendar year. The outcome of the annual performance review will determine whether merit-based salary increase or lump sum performance bonus, or a combination, if any, will be awarded.

Goal setting will be an ongoing process with discussions between the employee and their supervisor based on the Agency's goals and activities that support the Strategic Plan. Individual goals should be set to benefit the employee's overall performance, career aspirations, and F5OC.

In addition, F5OC employee could receive quarterly reviews each year. These formal feedback opportunities are intended to facilitate communication between each employee and their direct supervisor on the progress made towards goals, obstacles encountered, and a discussion of whether the goals need to be amended before the annual performance evaluation occurs.

The employee can request a copy of their completed performance evaluation form for their records.

However, the frequency of performance evaluations may vary depending upon length of service, job position, changes in job duties, or recurring performance issues. The Agency reserves the right to review an employee as often or as little as they see fit.

TRANSFER & PROMOTIONS

The Agency encourages employees to improve their skills and seek higher-level positions, and the Agency is committed to facilitate promotions for qualified employees. If you are interested in any open positions, please contact your supervisor to apply.

Generally, employees must be in their current position for at least one year before applying for a change in position. In addition, employees cannot have a performance which has been rated needs improvement or poor attendance record or any other performance warnings. Each employee requesting a promotion will be considered for the new position along with all other applicants. Each promotion is assessed on an individual basis, depending on the needs of the Agency. Management will make all final decisions regarding promotion requests.

WORK HOURS AND SCHEDULE

Regular office hours are 8:00 a.m. to 5:00 p.m., but an employee's specific work hours, which could begin before regular office hours and/or end after regular office hours, can fluctuate based on the work described in the employee's job description.

No particular number of work hours can be guaranteed. Schedules may have to be changed from time to time at the discretion of the Agency to meet the varying conditions of its business. Changes in work schedules will be announced as far in advance as practicable.

Further, employees will be assigned a work schedule based on operational needs. Your work schedule may fluctuate based on Agency needs and will be assigned accordingly. Once you have been assigned a work schedule you will be expected to begin and end work according to that schedule.

IV. WORK SCHEDULES & PAY PRACTICES

ATTENDANCE & PUNCTUALITY

Employees are expected to be punctual in attendance. Employees who do not report for work on time, or who miss all or part of a day's work, place an extra burden on their fellow employees, their supervisors, and the Agency.

If employees are unable to report for work on any particular day, they must under all, but the most extenuating circumstances call their supervisor at least one hour before the beginning of their scheduled workday each day they expect to be absent. If the absence is foreseeable or planned, an employee must give the employee's Supervisor a minimum of 14 days advance notice. In all cases of absence or tardiness, the employee must provide the employee's supervisor with an honest reason or explanation. An employee must also inform the employee's supervisor of the expected duration of any absence. Excessive absenteeism or tardiness will not be tolerated and will subject the employee to disciplinary action.

If an employee fails to report for work without any notification to the employee's supervisor and the absence continues for a period of three days, the Agency will conclude that the employee has voluntarily abandoned or quit the employee's employment and will process the employee's separation of employment.

The Agency reserves the right to apply unused vacation, sick leave, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

Absences protected by local, state, and federal law do not count as a violation of this policy.

DIRECT DEPOSIT

The Agency strongly encourages employees to use direct deposit. Employees may access and update personal information by contacting the Director of Finance and Administration.

EMPLOYMENT CLASSIFICATIONS

Full-Time Employees

Full-time employees are those who are regularly scheduled for and do work at least 40 hours per week. Full-time employees are eligible for Agency-provided benefits.

Part-Time Employees

Part-time employees are those who are regularly scheduled for and do work less than 40 hours per week. Part-time employees are not eligible for Agency-provided benefits except as required by applicable law.

Temporary Employees

Temporary employees are those employed for short-term assignments. Temporary employees are not eligible for Agency-provided benefits except as required by applicable law.

Non-Exempt Employees

Non-exempt employees are those who are covered by the overtime provisions of the federal Fair Standards Act. They are entitled to overtime for hours worked in excess of 40 hours in one workweek.

Exempt Employees

Exempt employees are those who perform work that falls within an exemption from the overtime provisions of the federal and state wage and hour laws. No deductions from an exempt employee's salary will be made unless authorized by federal and state law.

LACTATION BREAKS

Lactation Breaks

The Agency will provide a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express milk that does not run concurrently with break time already provided to the employee shall be unpaid, and non-exempt employees will be required to clock out for such additional lactation breaks.

Lactation Locations

The Agency will provide a suitable location, other than a bathroom, for an employee to express milk in private in close proximity to the employee's work area that is shielded from view and free from intrusion while the employee is expressing milk. Employees with private offices may use their offices for this purpose if their offices meet all the below requirements. The lactation location will: (1) be safe, clean, and free of toxic or hazardous materials; (2) contain a place to sit and a surface to place a breast pump and personal items; and (3) have access to electricity, or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Additionally, the Agency will provide employees with access to: (1) a refrigerator where employees can store breastmilk, or, if a refrigerator cannot be provided, with another cooling device suitable for storing milk (e.g., employer-provided cooler); and (2) a sink with running water, in close proximity to the employee's workspace.

Requesting Lactation Accommodations

Employees have a right to request lactation accommodations. To request a lactation accommodation, employees should contact their supervisor.

If the Agency does not provide a lactation accommodation or provides a lactation location that does not meet all the requirements outlined in this policy, the Agency will provide the employee with a written response that identifies the basis upon which the Agency has denied the request.

Complaint Procedure

If an employee believes that the employee has been denied a lactation accommodation or believes that the Agency has violated any applicable law relating to lactation accommodations, the employee must immediately bring the concern to the attention of the employee's supervisor or the

Human Resources. Employees may file a complaint with the Labor Commissioner for any violation of their lactation accommodation rights.

Retaliation Prohibition

No employee will be retaliated against for exercising their right to lactation accommodations or for exercising any other right protected under applicable law.

MEAL PERIODS AND REST BREAKS

Meal Periods

All employees may take a 30–60-minute meal period.

Waiver of Meal Periods

An employee may voluntarily choose to waive a Meal Period.

Rest Breaks

Non-exempt employees may take two 10-minute rest breaks per workday.

During rest breaks, employees will be relieved of all work duties. Employees are encouraged to leave their work area during rest breaks in order to achieve the rest and refreshment the break is designed to give and are free to leave the premises.

Employees should arrange any incidental personal activities that are carried out at work to correspond with their rest breaks, as far as practicable.

OVERTIME

Non-Exempt employees may be required to work overtime as necessary. Only time actually worked is counted toward overtime. Paid time off hours are not considered as time worked. All overtime must be pre-approved by the employee's supervisor before it is worked. Employees who work unauthorized overtime will be paid for all hours worked but may be subject to disciplinary action.

The Agency pays non-exempt employees' overtime in accordance with state and federal law.

- hours in excess of 40 hours in one workweek will be paid at 1.5 times the non-exempt employee's regular hourly rate of pay.

For overtime calculations, the workweek runs from 12:01 a.m. Monday to midnight on Sunday; a workday starts at 12:01 am and goes until midnight of that day.

PAY PERIOD AND PAYCHECKS

Employees are paid bi-weekly, on Friday. If any date of paycheck distribution falls on a weekend or holiday, the pay date will be the preceding scheduled workday. If an employee observes a paycheck error or direct deposit error, the employee should report it immediately to their supervisor.

PAY SCALE STRUCTURE

The number of authorized employment positions shall be set by the governing Board of F5OC. Team member job descriptions, titles and classifications shall be adopted by, or under the general

supervision of, the President/CEO, and shall be filed, along with any modifications thereto, with the Clerk of the F5OC.

Team members pay or pay scales shall be determined by the President/CEO; provided however, that total pay and benefits for all F5OC team members, including the President/CEO, shall not exceed in any year the amount set forth in the line item for “Staff” in each year’s Proposed Budget.

The organization will have available upon request, the Salary Range Structure as approved by the F5OC Board for an employee.

TIMEKEEPING REQUIREMENTS

The Agency pays its employees for all hours worked. In order to assure accurate payment of wages, all non-exempt employees are required to record all working time and meal periods using the Agency’s timekeeping system.

The following rules apply to recording working time for non-exempt employees:

- Employees must accurately record the time they begin and end work, as well as the beginning and end time of each applicable meal period, and any departures from work for any non-work-related reasons.
- Employees must accurately record all hours they spend on the job performing work duties. **Under no circumstances are employees permitted or required to work off the clock** (*i.e.*, without recording the time worked). This means that employees may not work before recording the start of their shift, during a recorded meal period, or after recording the end of their shift. If employees are ever asked to work off-the-clock or feel compelled to do so, they must immediately notify their supervisor or Human Resources so that appropriate action may be taken. No employee will be retaliated against for raising a concern regarding off-the-clock work or similar timekeeping issues.
- Employees must review and approve their timecards no later than the end of their last workday for each pay period. If an employee forgets to record the employee’s time or if there is an error on the employee’s timecard, the employee must immediately report it to their supervisor or Human Resources, so that the issue can be corrected.
- Falsifying any time records or recording time for another employee is not permitted.

Violations of these timekeeping requirements will result in disciplinary action, up to and including termination.

TRAVEL TIME PAY

Some non-exempt positions within the Agency require travel. The Agency pays nonexempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is 8:00 – 5:00 (Monday – Friday) or based on your approved schedule which could include weekend days, unless otherwise outlined within a written agreement between the employee and Agency.

Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another City

If you regularly work at a fixed location in one city and you are given a special one-day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Agency may deduct/not count that time you would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days.

Work Performed While Traveling

Any work you perform while traveling must be counted as hours worked.

Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

WORKDAY AND WORKWEEK

A workday begins at 12:01 a.m. and ends 24 hours later at midnight. Workweeks begin each Monday at 12:01 a.m. and end on Saturday at midnight.

V. HEALTH & WELLNESS BENEFITS

INTRODUCTION TO HEALTH & WELLNESS BENEFITS

The Agency has established a variety of employee benefit programs designed to assist employees and their eligible dependents in meeting the financial burdens that can result from illness and disability, and to help employees plan for retirement. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in accordance with applicable law.

This section of the handbook provides brief summaries of some of the employee benefit programs sponsored by the Agency. More detailed information regarding many of these benefits is contained in plan booklets, group insurance policies, and the Agency's official plan documents. While the provisions of this section provide a general overview of the Agency's benefits, the handbook does not describe all the exclusions, limitations or conditions of the benefit programs described in this section. If there is any real or apparent conflict between the brief summaries in this section of the handbook and the terms, conditions, or limitations of the official plan documents, the provisions of the official plan documents will control over these brief summaries. Employees are encouraged to review the official plan documents for further information. They are available from the Human Resources Department.

While the Agency intends to maintain these employee benefits, it reserves the absolute right to modify, amend, or terminate these benefits at any time and for any reason.

BENEFITS OVERVIEW

Health Insurance

F50C provides health insurance benefits pursuant to County of Orange policy to all eligible employees; full-time and part-time employees, as defined within this Handbook, limited term, probationary employees, and their eligible dependents. An eligible employee can enroll for health benefits the first of the month following thirty (30) days of employment. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available from the Agency.

Employees that qualify will receive plan descriptions and enrollment applications in their new hire packet.

Workers' Compensation

The Agency carries workers' compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. Compensation payments begin from the first day of an employee's hospitalization or after the third day following the injury if an employee is not hospitalized. The Agency pays the full cost of this coverage.

If you are injured while working, please report it immediately to your supervisor, regardless of how minor the injury may be. If you have any questions regarding the workers' compensation insurance program, please contact the County's Human Resources Department. A copy of the Worker's Compensation policy number and injury forms can be located at Workers' Compensation Forms.

Other Health & Wellness Benefits

The following benefit programs may be available to eligible employees, subject to the terms of the applicable benefits policies or plans:

- Dental Insurance
- Vision Insurance (available only under Kaiser)
- Life and AD&D Insurance (Agency paid)
- Short-Term Disability (CA Only – provided through the state of CA)
- Long-Term Disability (Agency paid)
- Deferred Compensation Plan
- Optional Benefit Plan
- Disability and Salary Continuance Benefit
- Transportation Allowance
- Retiree Medical Program

Each of these benefits are subject to eligibility requirements and the terms as outlined within the individual benefit plan documents. The portion of plan costs that the employee is responsible for, regardless of plans for an individual or those with dependents, will be subject to payroll deduction. For complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which are provided upon eligibility, or contact F5OC's County Human Resources Department Representative (contacts name, phone and email are displayed on the poster board in the supply and copy room).

BONUS & OTHER INCENTIVES

The Agency, at its sole discretion, may provide bonus payments and/or similar incentive compensation to reward its employees for outstanding efforts or accomplishments. The specific requirements and criteria to receive such payments will be announced to eligible employees at the time such payment is authorized or made.

To be eligible to receive a bonus, an employee must:

- be an “active” employee at the time of bonus distribution, and
- meet the minimum threshold Agency service time requirement for the bonus period

Employees who were issued any formal disciplinary action will be ineligible for any type or bonus or incentive payment during that bonus or incentive period.

EDUCATIONAL AND PROFESSIONAL REIMBURSEMENT PROGRAM

The Educational and Professional Reimbursement Program is designed to encourage employees to continue their professional development through a variety of opportunities. To qualify for the program, one of the following criteria must be met:

1. Related to the work of the employee's position or occupation.
2. Prepares the employee for advancement to positions of greater responsibility at the Commission.

In addition, items eligible for reimbursement must have the reasonable potential for contributing to achieving Commission business objectives.

Eligible Employees

All full-time regular employees performing their jobs satisfactorily are eligible for reimbursement. Part time employees are eligible at a prorated amount of the maximum reimbursement based on their regular work schedule and subject to approval of the President/CEO. Please contact Human Resources for details regarding the program.

EMPLOYEE ASSISTANCE PROGRAM

The Agency provides an employee assistance program for employees. This program offers qualified counselors to help you cope with personal and life situations you may be facing. Further details can be obtained by calling 1-800-221-0945 or visiting <https://hrs.ocgov.com/page/employee-assistance-program>.

HOLIDAYS

Regular, limited term and probationary employees shall receive paid time off for the same holidays observed by the County of Orange. Payment for such holidays shall be on the same general terms and conditions applicable to County of Orange employees. Except as modified below, F50C employees shall observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus / Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday.

To be eligible for holiday pay, the employee must be regularly scheduled to work on the day on which the holiday is observed and must work the regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by the employee's supervisor or the absence is otherwise protected by law. With approval from your Supervisor and the Director of Finance and Administration, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

A new employee whose first working day is the day after a holiday shall not be paid for that holiday. An employee who elects paid County retirement on a holiday shall be paid for the holiday.

An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

PAID SICK LEAVE

The Agency provides paid sick leave for all employees in compliance with federal, state, and local laws. To the extent any provision of this policy does not comply with a federal, state, or local law providing greater paid sick leave benefits, the non-complying provisions are superseded by the applicable law.

Paid sick leave is to be used for the diagnosis, care, or treatment of an existing health condition of an employee or an employee's family member, preventive care for an employee or their family member, or bereavement upon the death of a family member (see Bereavement Leave policy). For purposes of this policy, "family member" includes the employee's parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, sibling, and employee designated person (a person the employee designates at the time the employee requests paid sick leave). For purposes of this policy, "employee designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify their employee designated person at the time the employee requests paid sick leave and is limited to identifying one employee designated person per 12-month period. Paid sick leave may also be used for reasons related to domestic violence, sexual assault or stalking, and any other permissible reason under applicable local law. Paid sick leave is not to be used for vacation or personal time off.

Accrual and Use of Paid Sick Leave

During the first three years of employment, an employee shall earn approximately 72 hours (9 days) of sick leave per year, accrued at a rate of 2.77 hours per pay period. After an employee has worked for F5OC for three years, the employee shall earn approximately 96 hours (12 days) of sick leave per year, accrued at a rate of 3.69 hours per pay period.

Sick Leave Year

The sick leave year runs from January 1 to December 31. Accrued, unused paid sick leave will be carried over from one year to the next. The maximum amount of paid sick leave employees may carry over into the next year is 96 hours (12 days). Once employees have accrued 96 hours (12 days) of paid sick leave, employees will not be eligible to accrue any additional time until they have used some paid sick leave.

Notice

If the need for paid sick leave is foreseeable, employees must provide reasonable advance notice to the Agency of the need for leave. For events that are unforeseeable, employees must notify the Agency of the need for leave as soon as practicable. No employee will be retaliated against for using paid sick leave under this policy.

No Payout in Lieu of Paid Sick Leave

Unused paid sick leave will not be paid out upon termination, resignation, or other separation from employment. Paid sick leave has no separate cash value, and employees are not permitted to cash out accrued paid sick leave.

Reporting Paid Sick Leave

Total available paid sick leave hours will be reported on the pay stub, along with other currently reported payroll information.

RETIREMENT PLAN

The Agency offers a retirement plan based on the eligibility, limitations, conditions, or exclusions of a retirement plan will be defined by the Agency's official plan documents.

Employees shall be members of the Orange County Team members Retirement System. Visit the Benefits Center Web Site at www2.benefitsweb.com/countyoforange.html or call the Benefits Resource Line toll-free at 866-325-2345 to speak with a Benefits Specialist.

If there is any real or apparent conflict between the brief summary in this section of the handbook and the terms, conditions, or limitations of the official plan documents, the provisions of the official plan documents will control over these brief summaries.

VACATION

The Agency recognizes that individuals need time off from work for rest and relaxation. To foster such rest and relaxation, the Agency provides full-time employees with paid vacation. Temporary and part-time employees are not eligible for paid vacation.

Accrual and Use of Vacation Days

Vacation accrues on a per pay-period basis based on the employee's length of service, as set forth in the accrual charts below. Employees may not take vacation before it is accrued. Vacation is paid at the employee's base rate in effect at the time the vacation is used. Employees who are out on a leave of absence do not accrue vacation time while they are on their leave.

Employees are encouraged to use all their accrued vacation hours each year. Accrued, unused vacation time will be carried over from one year to the next up to the maximum accrual cap as outlined below. Once an employee reaches the accrual cap, no further vacation time will accrue until the employee has taken some vacation time. When accrual resumes, it is not retroactive.

Requesting Vacation

All requests for vacation should be submitted for approval, in writing, to the employee's supervisor at least 14 days in advance of the requested vacation time, in order to evaluate staffing needs and provide adequate coverage of job responsibilities. An employee's supervisor at their discretion can make an exception and will make final determinations regarding vacation schedules.

The chart below defines the amount of vacation accrual for regular full-time Management employees.

Completed Years of Service	Hours Accrued Per Bi-Weekly Pay Period	Total Annual Accrual	Maximum Accrual (Ceiling or Cap)
1-3 years	4.615	120 hours (15 days)	360 hours (45 days)
3-10 years	6.153 hours	160 hours (20 days)	360 hours (45 days)
10 years +	7.692 hours	200 hours (25 days)	480 hours (60 days)

The chart below defines the amount of vacation accrual for regular full-time non-Management employees.

Completed Years of Service	Hours Accrued Per Bi-Weekly Pay Period	Total Annual Accrual	Maximum Accrual (Ceiling or Cap)
1-3 years	3.08 hours	80 hours (10 days)	240 hours (30 days)
3-10 years	4.615 hours	120 hours (15 days)	240 hours (30 days)
10 years +	7.692 hours	200 hours (25 days)	320 hours (40 days)

Annual Cash Out of Accrued Vacation

During each fiscal year an employee may request to cash out accrued vacation time up to a maximum of eighty (80) hours. The request will be made on a timesheet for the pay period the employee intends to cash out accrued vacation.

Vacation Pay Upon Termination

An employee whose employment terminates will be paid for all accrued unused vacation hours at the employee's base rate at the time of termination.

VI. LEAVES OF ABSENCE

ALCOHOL AND DRUG REHABILITATIONS LEAVE

The Agency will assist employees who recognize they have a problem with alcohol or drugs that could interfere with their ability to perform their jobs in a satisfactory manner. Employees with an alcohol or drug problem, who decide to enroll voluntarily in a rehabilitation program, will be given unpaid time off to participate (unless doing so would result in undue hardship on the Company). If an employee requests time off to participate in such a program, the Agency will make reasonable efforts to keep the information confidential. Unless otherwise required by applicable state or federal law, an employee may not avoid disciplinary action by disclosing, for the first time during or after such disciplinary action has been taken, that the employee has a drug or alcohol problem or needs drug or alcohol rehabilitation leave.

BEREAVEMENT LEAVE

The Agency will grant a request by an employee to take up to 5 days of paid bereavement leave upon the death of a covered family member. To be eligible for bereavement leave, the employee must have been employed with the Agency for at least 30 days prior to taking leave and the leave must be completed within 3 months of the date of the covered family member's death. "Covered family member" for purposes of this policy is defined as spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

Bereavement leave may also be taken for a "reproductive loss event" which is defined as the day or final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If an employee suffers more than one reproductive loss event within a 12-month period, the Agency will provide the employee with a maximum of 20 days of reproductive loss leave per rolling 12-month period. The 12-month period in which the reproductive loss leave occurs will be calculated on a "rolling" 12-month period measured backward from the date an employee uses any reproductive loss leave.

Reproductive loss leave beyond five days is unpaid and employees may elect to apply any accrued and available [vacation/PTO], paid sick leave or other paid leave to any otherwise unpaid leave time under this policy.

Your supervisor and HR must be informed of all requests for bereavement leave, and the Agency may request documentation evidencing the covered family member's death within 30 days of the first day bereavement leave is taken. The Agency will make reasonable efforts to maintain confidentiality relating to an employee's request to use bereavement leave.

CA FAMILY RIGHTS ACT LEAVE

The Agency provides family and medical leave to eligible employees under the California Family Rights Act (CFRA). The Agency refers to this leave as "CFRA Leave." The function of this policy is to provide employees with a general description of their CFRA rights. In the event of any conflict between this policy and applicable law, employees will be afforded all rights as required by law.

Eligibility

To be eligible to take CFRA Leave, employees must meet all of the following conditions:

- 1) Have worked at least 12 months for the Agency;
- 2) Have worked at least 1,250 hours for the Agency over the preceding 12 months; and
- 3) Work at a worksite in California.

Permissible Purposes of CFRA Leave

CFRA Leave may be taken for any of the following reasons:

- 1) Birth of a child or to care for a newly born child (“bonding leave”);
- 2) Placement of a child for adoption or foster care (“bonding leave”);
- 3) To care for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, parents-in-law, or employee designated person (collectively, referred to as a “family member” in this policy) with a serious health condition (“family care leave”). For purposes of this policy, “employee designated person” is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify their employee designated person at the time the employee requests CFRA Leave, and is limited to identifying one employee designated person per 12-month period;
- 4) Because of an employee’s own serious health condition, which makes the employee unable to perform the functions of the employee’s job, except for leave taken for disability on account of the employee’s pregnancy, childbirth, or related medical conditions (“serious health condition leave”); or
- 5) Because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent in the Armed Forces of the United States.

Length of Leave

An eligible employee is entitled to take up to 12 weeks of CFRA Leave during a 12-month period. The 12-month period in which the CFRA Leave occurs will be calculated on a “rolling” 12-month period measured backward from the date an employee uses any CFRA Leave. Bonding leave must be concluded within 12 months of the birth or placement of the child.

If eligible for CFRA Leave, an employee may take CFRA Leave intermittently, by reducing the employee’s normal weekly or daily work schedule, when medically necessary for the employee’s own or immediate family member’s serious health condition. Intermittent bonding leave may be available, but may be subject to additional restrictions. Leave taken intermittently may be taken in increments of no less than 1 hour. If an employee requires intermittent leave or reduced-schedule leave for a planned medical treatment, the employee must try to schedule the leave in a manner that will least disrupt the Agency’s operations.

Pregnancy-Related Disabilities

Pregnancy-related disabilities are not counted against an employee’s CFRA Leave entitlement. Instead, they are covered by California’s Pregnancy Disability Leave Law, which is explained below in the Agency’s Pregnancy Disability Leave Policy.

Health Benefits During CFRA Leave

During CFRA Leave, the Agency will continue making contributions for the employee's group health benefits on the same terms as if the employee had continued to work. This means that if the employee wants benefits coverage to continue during CFRA Leave, the employee must continue to pay the employee's portion of any premium payments during CFRA Leave. In some instances, the Agency may recover premiums it paid to maintain health coverage if the employee fails to return to work following a CFRA Leave. If the employee has exhausted all available CFRA Leave, continuation coverage will be available at the employee's expense under COBRA.

Pay During CFRA Leave

CFRA Leave is unpaid unless the employee qualifies for state-provided [or Agency-provided] disability/family leave benefits. Employees may substitute accrued paid sick leave and accrued vacation [or PTO] for all unpaid CFRA Leave.

Employees do not accrue seniority or benefits, including [vacation or PTO and] paid sick leave during unpaid CFRA Leave.

Employment Status After CFRA Leave

Employees granted CFRA Leave are guaranteed reinstatement to the same or an equivalent job position at the end of the leave unless the job ceased to exist for legitimate business reasons and subject to any other defense allowed under the law.

Notice and Certification Procedures

When seeking CFRA Leave, employees must provide all of the following to Supervisor, where applicable:

- 1) 30 days' advance notice of the need to take CFRA Leave, if the need is foreseeable, or notice as soon as practicable in the case of unforeseeable leave. When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Agency's operation;
- 2) Medical certification supporting the need for leave due to a serious health condition affecting the employee or the employee's family member must be provided before the leave begins, or if not possible, within 15 days of the Agency's request to provide the certification;
- 3) Periodic updates as permitted by law during the leave regarding the employee's status and intent to return to work; and
- 4) Medical certification of fitness for duty before returning to work if the leave was due to the employee's own serious health condition.

At the Agency's expense, the Agency may also require a second or third medical opinion regarding an employee's own serious health condition. Employees are expected to cooperate with the Agency in obtaining additional medical opinions that the Agency may require.

Failure to Provide Certification and to Return from Leave

Failure to comply with the notice and certification requirements may result in a delay or denial of the CFRA Leave. If an employee fails to return to work at the end of the CFRA Leave's expiration

and has not obtained an extension of the leave, the Agency may presume that the employee does not plan to return to work and has resigned from employment.

CIVIL AIR PATROL, VOLUNTEER FIREFIGHTER, RESERVE PEACE OFFICER, AND EMERGENCY RESCUE PERSONNEL

Employees will be granted time off to perform emergency duties as a volunteer member of the Civil Air Patrol, volunteer firefighter, reserve peace officer, or emergency rescue personnel pursuant to applicable law. In addition, if an employee performs duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, the employee will be permitted to take temporary leaves of absence, not to exceed 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. Time off will ordinarily be unpaid except where the law requires otherwise.

CRIME VICTIMS LEAVE

Employees who are the victim of certain crimes and offenses (violent or serious felonies, or a felony involving theft or embezzlement), an immediate family member of a victim, a domestic partner of a victim, the child of a domestic partner of a victim, or guardian of a victim, may be entitled to time off from work in order to (1) attend judicial proceedings related to that crime or offense; or (2) participate in the preparation for the criminal proceedings at the prosecuting attorney's request. Before an employee may be absent from work, the employee should give notice to the employee's supervisor or Human Resources and provide a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing such notice. If advance notice is not possible, the employee must provide appropriate written documentation evidencing the proceeding. This leave is unpaid. No adverse action will be taken against any employee in any manner for requesting or taking time off as provided in this policy.

FAMILY AND MEDICAL LEAVE

The Agency provides family and medical leave to eligible employees under the federal Family and Medical Leave Act (FMLA). The Agency refers to this leave as "FMLA Leave." The function of this policy is to provide employees with a general description of their FMLA rights. The Agency will grant family and medical leave in accordance with the requirements of the federal and state laws that apply in the location where the employee is working at the time of the leave. In the event of any conflict between this policy and applicable law, employees will be afforded all rights as required by law.

Eligibility

To be eligible to take FMLA Leave, employees must meet all of the following conditions:

- 1) Have worked at least 12 months for the Agency;
- 2) Have worked at least 1,250 hours for the Agency over the preceding 12 months; and
- 3) Work at a location where there are at least 50 employees within 75 miles.

Permissible Purposes for Leave

FMLA Leave may be taken for any of the following reasons:

- 1) Birth of a child or to care for a newly-born child ("bonding leave");

- 2) Placement of a child for adoption or foster care (“bonding leave”);
- 3) To care for an immediate family member (spouse, child, or employee’s parent) with a serious health condition (“family care leave”);
- 4) Because of an employee’s own serious health condition, which makes the employee unable to perform the functions of the employee’s job (“serious health condition leave”);
- 5) Because of a “qualifying exigency” arising out of the fact that an employee’s spouse, son, daughter, or parent is on active duty or ordered to active duty in the armed forces (“military emergency leave”); or
- 6) To care for an injured service member if the employee is the spouse, son, daughter, parent or next of kin of the injured or ill service member (“military caregiver leave”).

Length of Leave

An eligible employee can take up to 12 workweeks of unpaid leave during any “rolling” 12-month period, measured backward from the date an employee uses any leave under this policy. If both spouses work for the Agency and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them for bonding leave and family care leave for a parent. Bonding leave must be concluded within 12 months of the birth or placement of the child. FMLA leave will run concurrently with CFRA leave where the eligible reasons overlap. This means that for overlapping reasons for leave under CFRA and FMLA, employees may only take up to 12 weeks off. Where the reasons do not overlap, an employee may have a separate basis for taking additional time off as set forth herein.

If eligible for FMLA Leave, an employee may take FMLA Leave intermittently, by reducing the employee’s normal weekly or daily work schedule, when medically necessary for the employee’s own or immediate family member’s serious health condition. Intermittent bonding leave may be available but may be subject to additional restrictions. Leave taken intermittently may be taken in increments of no less than 1 hour. If an employee requires intermittent leave or reduced-schedule leave, the employee must try to schedule the leave in a manner that will least disrupt the Agency’s operations.

For military caregiver leave, an eligible employee can take a combined total of 26 workweeks of leave for military caregiver leave and leave for any other FMLA-qualifying reason during the same “single 12-month period.” Of this 26-week period, the eligible employee may not exceed 12 workweeks of leave for any reason other than military caregiver leave. For purposes of military caregiver leave, a “single 12-month period” begins on the first day the eligible employee takes military caregiver leave and ends 12 months after that date. If the employee takes less than 26 weeks of leave during that 12-month period, the unused weeks are forfeited. If both spouses work for the Agency and are eligible for leave under this policy, the spouses may be limited to a total of 26 workweeks off between the two of them depending on the reasons for the leave.

Health Benefits During Leave

During FMLA Leave, the Agency will continue making contributions for the employee’s group health benefits on the same terms as if the employee had continued to work. This means that if the employee wants benefits coverage to continue during the FMLA Leave, the employee must continue to pay the employee’s portion of any premium payments during the FMLA Leave. In some instances, the Agency may recover premiums it paid to maintain health coverage if the

employee fails to return to work following an FMLA Leave. If the employee has exhausted all available FMLA Leave, continuation coverage will be available at the employee's expense under COBRA.

Pay During FMLA Leave

FMLA Leave is unpaid unless the employee qualifies for state-provided disability/family leave benefits. Employees may substitute accrued paid sick leave and accrued vacation for unpaid FMLA Leave.

Employees do not accrue seniority or benefits, including vacation and paid sick leave during unpaid FMLA Leave.

Employment Status After FMLA Leave

Employees granted FMLA Leave are guaranteed reinstatement to the same or an equivalent job position at the end of the leave unless the job ceased to exist for legitimate business reasons and subject to any other defense allowed under the law. "Key employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If an employee is a "key employee," the employee will be notified of the possible limitations at the time the employee requests a leave.

Notice and Certification Procedures

When seeking FMLA Leave, employees must provide all of the following to Human Resources, where applicable:

- 1) 30 days' advance notice of the need to take FMLA Leave, if the need is foreseeable, or notice as soon as practicable in the case of unforeseeable leave. When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Agency's operation;
- 2) Medical certification supporting the need for leave due to a serious health condition affecting the employee or the employee's immediate family member must be provided before the leave begins, or if not possible, within 15 days of the Agency's request to provide the certification;
- 3) Certification of the family member's active-duty status or call to active duty for emergency military leave;
- 4) Periodic updates as permitted by law during the leave regarding the employee's status and intent to return to work; and
- 5) Medical certification of fitness for duty before returning to work, if the leave was due to the employee's own serious health condition.

At the Agency's expense, the Agency may also require a second or third medical opinion regarding an employee's own serious health condition. Employees are expected to cooperate with the Agency in obtaining additional medical opinions that the Agency may require.

Failure to Provide Certification and to Return from Leave

Failure to comply with the notice and certification requirements may result in a delay or denial of the FMLA Leave. If an employee fails to return to work at the end of the FMLA Leave's expiration

and has not obtained an extension of the leave, the Agency may presume that the employee does not plan to return to work and has resigned from employment.

GENERAL MEDICAL LEAVE UNDER THE ADA/FEHA

The Agency has a general medical leave policy for employees who may not qualify for CFRA/FMLA Leave. As soon as an employee becomes aware that the employee is, or will become, temporarily disabled from working for any medical reason, the employee must promptly advise Human Resources in writing of the nature of the disability (without revealing confidential medical information), the anticipated commencement date and duration of the disability. The Agency will work with the employee to determine whether unpaid leave can be reasonably accommodated.

JURY AND WITNESS DUTY

The Agency provides time off for jury or witness duty to any employee who has been notified to serve on a jury or has been subpoenaed to testify in court. Upon receipt of the notice to serve jury duty or a subpoena to testify in court, the employee should immediately notify the employee's supervisor. Employees are expected to return to work as soon as service as a witness or juror is completed.

Except where required by state law, jury or witness duty leave will be paid. Exempt employees will not incur any reduction in pay for a partial week's absence due to jury or witness duty.

MILITARY LEAVE

If an employee enters the armed forces of the United States, the National Guard, or any state armed forces, the employee will be granted a military leave in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA") and all applicable state laws regulating absence from work for military service. USERRA protects job rights and benefits for veterans and members of the reserves. USERRA prohibits discrimination against employees and provides reemployment protection and other benefits for veterans and employees who perform military service. Employees must provide advance notice of the need for military leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable. Military leaves of absence are unpaid. All other rights and benefits will continue as if the employee had remained continuously employed and will be available to the employee upon reinstatement. Subject to certain exceptions provided by federal law, an employee will be reinstated with full seniority to the employee's former position or to a comparable position, if the employee makes a timely request for re-employment upon departure from military service.

If an employee is a member of the National Guard, a reserve component of the armed forces, or any state militia or state armed forces, the employee will, upon furnishing a copy of the official orders or instructions, be granted a military training leave. Unless otherwise provided by state or federal law, training leaves shall not, except in an emergency or in the event of extenuating circumstances, exceed 20 days a year. If an employee is seeking military-related leave, the employee is encouraged to contact the employee's supervisor or Human Resources for additional information regarding eligibility and leave rights.

MILITARY SPOUSE LEAVE

Qualified employees will be given up to 10 days unpaid leave during that time in which the employee's spouse is on leave from deployment in a combat zone with the active duty or reserve

military or National Guard during a period of military conflict. Qualified employees are employees who work an average of 20 hours per week and have a spouse who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict. Qualified employees who wish to request this leave must provide their supervisor or Human Resources with a written request for such leave within 2 business days of receiving official notice that the military spouse will be on leave from deployment and written documentation certifying that the military member will be on military leave from deployment.

PAID LEAVE FOR ORGAN AND BONE MARROW DONATIONS

The Agency will provide employees with up to 30 business days of paid leave for donating an organ to another person, or up to 5 business days of paid leave for donating bone marrow in any one-year period. Additionally, eligible employees may take an additional 30 days of unpaid leave for donating an organ to another person. If an employee is seeking leave under this law, the employee must provide written verification to the Agency that the employee is an organ or bone marrow donor and that there is a medical necessity for the organ or bone marrow donation. The leave will not be considered a break in continuous service for purposes of the employee's right to salary adjustments, benefits, or seniority. Further, leave taken does not run concurrently with leave under CFRA. Upon completion of leave, the employee will be restored to the same or equivalent position held by the employee before leave began.

PERSONAL LEAVE OF ABSENCE

Additional types of unpaid personal leaves of absence may be granted in the sole discretion of management, for up to a maximum of 30 days. An extension beyond 30 days will be considered on an individual basis.

Failure to report to work as scheduled following a leave of absence may result in discipline, including termination. Time spent on personal leave of absence will not be used for computing benefits such as holidays.

You should speak directly your supervisor prior to taking a leave to ensure your understanding of all of your obligations to the Agency while on leave, such as your periodic reporting and re-verification obligations. Failure to comply with Firm policy may substantially affect your ability to return to work under this policy.

PREGNANCY DISABILITY LEAVE

Eligibility for Pregnancy Disability Leave

An employee who is disabled by pregnancy, childbirth or related medical conditions is eligible to take a pregnancy disability leave ("PDL"). An employee affected by pregnancy, or a related medical condition is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, provided the employee is qualified and such position is available. In addition, if it is medically advisable for the employee to take intermittent leave or work a reduced leave schedule, the Agency may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave. PDL will run concurrently with FMLA time off.

The PDL is for any period(s) of actual disability caused by an employee's pregnancy, childbirth, or related medical condition up to 4 months per pregnancy. A "four-month leave" means time off for the number of days or hours the employee would normally work within four calendar months (one-third of a year or 17 1/3 weeks).

The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth is covered by PDL.

Requesting PDL

Employees are required to obtain a certification from their health care provider of their pregnancy disability or the medical advisability of a transfer. The certification should include: (1) the date on which the employee became disabled due to pregnancy or the date of the medical advisability of a transfer; (2) the probable duration of the period(s) of disability or the period(s) for the advisability of a transfer; and, (3) a statement that, due to the disability, the employee is either unable to work at all or to perform any one or more of the essential functions of the employee's position without undue risk to the employee, the pregnancy's successful completion, or to other persons; or (4) a statement that, due to the pregnancy, a transfer to a less strenuous or hazardous position or duties is medically advisable.

Pay While on PDL

PDL is unpaid unless the employee qualifies for state-provided leave benefits. Employees are required to substitute accrued paid sick leave for all unpaid PDL. Employees may substitute accrued vacation for any unpaid PDL. The use of any accrued paid sick leave or vacation will not extend the duration of available PDL.

The Agency encourages employees to contact the California Employment Development Department regarding an employee's eligibility for state disability insurance for the unpaid portion of the employee's leave.

Employees will not be eligible to accrue seniority or benefits, including sick leave or vacation during any period of unpaid leave.

Health Benefits While On PDL

During the PDL, the Agency will maintain the employee's health insurance coverage under any group health plan as if the employee had remained actively employed. During PDL, the employee must continue to pay any employee contribution to the health coverage. After the PDL is exhausted, the employee will be eligible for continuation coverage under COBRA, except as otherwise required by law.

Returning From PDL

Upon return from PDL, the employee will be reinstated to the same position unless the job ceases to exist because of legitimate business reasons unrelated to the PDL, or to a comparable position for which the employee is qualified. As a condition of the employee's return from PDL, or transfer, the Agency requires the employee to obtain a release to return to work from the employee's health care provider stating that the employee is able to resume her original job duties.

PREGNANCY ACCOMMODATION

The Agency will provide a reasonable accommodation for the known limitation of an employee or applicant related to their pregnancy, childbirth, or related medical conditions, unless doing so would create an undue hardship on the Agency. Together with the employee or applicant, the Agency will engage in an interactive process to determine what reasonable accommodations are possible, if any. If such an accommodation is possible and will not impose an undue hardship on the Agency, the Agency will make the accommodation.

Potential accommodations can include, but are not limited to: job restructuring; part-time or modified work schedules; reassignment to a vacant position; breaks for use of the restroom, drinking, eating, and/or resting; acquisition or modification of equipment or devices; modifying the work environment; providing seating for jobs that require standing; permitting the use of paid leave; or providing additional unpaid leave. The Agency will not require employees to take a leave of absence if another reasonable accommodation can be provided. No employee will be discriminated against or retaliated against for seeking a pregnancy accommodation under this policy. Please contact the [Contact Person] for additional information.

SCHOOL ACTIVITIES

Employees who are the parent, stepparent, foster parent, guardian, grandparent, or person *in loco parentis* of one or more children in kindergarten through grade 12, or attending a licensed child day care facility, are eligible for up to 40 hours of unpaid leave time each year to (1) find, enroll, or reenroll a child in a school or licensed child day care facility; (2) participate in the activities of the school or day care facility of any of their children; or (3) address a childcare provider or school emergency. Forty hours is the maximum amount of time that may be taken in any calendar year, and no more than 8 hours of leave time may be taken per calendar month. Employees may also take off additional time as may be necessary to attend the employee's child's or grandchild's school to discuss a possible suspension or expulsion. Employees must provide their supervisor reasonable advance notice of the need for such leave time and must provide written documentation from the school or day care facility verifying their participation in the activities on a specific date and at a particular time. Accrued vacation may be used for such absences; otherwise, school visitation time is unpaid. No adverse action will be taken against any employee in any manner for requesting or taking time off as provided in this policy.

TIME OFF TO VOTE

Supervisors will adjust an employee's schedule as needed to ensure that the employee will have the opportunity to vote. If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote, up to a maximum of two hours without loss of pay. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time. If an employee is requesting time off to vote, the employee should give the employee's supervisor as much notice as possible and must submit proof of voting to the Agency. No employee will be penalized or retaliated against for requesting time off to vote.

VICTIMS OF DOMESTIC VIOLENCE, STALKING OR OTHER ABUSE LEAVE

This policy applies to any employee who is: (i) a victim of stalking, domestic violence, or sexual assault; (ii) a victim of a crime that caused physical injury or that caused mental injury and a threat

of physical injury; or (iii) a person whose immediate family member is deceased as the direct result of a crime (collectively, a “victim”). An employee who is a victim may take time off work for the following purposes:

- 1) To obtain any legal relief (including, but not limited to, a temporary restraining order, permanent restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee’s children);
- 2) To seek medical attention for injuries caused by crime or abuse;
- 3) To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
- 4) To obtain psychological counseling related to an experience of crime or abuse;
- 5) To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

If an employee needs time off for one of the above purposes, the employee should give advance notice to the employee’s supervisor or Human Resources as soon as possible so that arrangements to accommodate the absence may be made. If advance notice is not possible, the employee must provide appropriate written certification of the reason for the absence within a reasonable amount of time upon the employee’s return to work.

The Agency will provide reasonable accommodations for an employee covered by this policy who requests an accommodation for the safety of the victim while at work. The Agency will make reasonable efforts to maintain the confidentiality of any employee requesting time off or accommodations under this policy. Time off under this type of leave is generally unpaid. However, employees may utilize any available accrued vacation or sick leave. No adverse action will be taken against any employee in any manner for requesting accommodations or taking time off as provided in this policy.

VII. EMPLOYEE EXPECTATIONS AND STANDARDS OF CONDUCT

AGENCY PROPERTY

Agency property, including documents, materials, and equipment, may not be used for personal use, or removed from the Agency's premises, unless it is approved. All Agency property must be used properly and maintained in good working order. Agency property issued to an employee must be returned to the Agency at the time the employee's employment ends, or when it is requested by the employee's supervisor.

Right to Inspect

The Agency reserves the right to inspect all Agency property including desks, file cabinets, computers, and electronic devices, to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Employees should not assume they have a right to privacy to any Agency-owned equipment or property. Employees must provide the Agency with password information upon request to ensure Agency has access to Agency-provided computers and electronic equipment.

Personal Items on Agency Property

Employees who bring personal property onto the premises do so at their own choice and risk. Employees should not bring valuables to work. The Agency assumes no responsibility for the loss, theft, or damage of employee's personal property, including vehicles parked on Agency premises.

COMMUNICATIONS

The Agency advocates an open communications environment. Employees are encouraged to communicate with their supervisor regarding work-related issues and problems, questions, and general concerns. If an employee is uncomfortable communicating with the employee's supervisor, the employee is welcome to contact any other member of management. The Agency takes employee concerns seriously and will take appropriate corrective action. If the employee is not satisfied with management's response, the employee may speak to the President/CEO or Human Resources, whose decision regarding the matter will be final. No employee will be retaliated against for using the open communications policy.

CONFIDENTIALITY

Safekeeping of Confidential Information

Employees are responsible for safeguarding the confidential information obtained during their employment. In the course of an employee's work, the employee may have access to confidential information regarding the Agency, its employees, and its clients. All confidential information is disclosed or revealed to employees with the understanding that such information is considered to be confidential.

Employees cannot make use, directly or indirectly, of the Agency's confidential information except for purposes specified by the Agency or required to perform their job for the Agency. Employees are never to remove confidential information from the Agency in any manner or format, nor may they use such information in connection with work performed for their personal

benefit or for the benefit of any other person or entity. Employees are prohibited from revealing or divulging any confidential information to any third party.

Confidential Information and Use of Artificial Intelligence Tools

The Agency recognizes that some employees may be aided in the performance of their job duties by the use of artificial intelligence tools. Given the risks associated with such tools, employees must proceed with caution before using such tools and should seek management approval prior to using a specific artificial intelligence tool. In using such tools, employees must comply with all Agency policies, including following all applicable IT security protocols.

Employees are prohibited from sharing confidential information regarding the Agency, its employees, and its customers [clients] with any artificial intelligence tool (*e.g.* ChatGPT). Sharing such confidential information could violate confidentiality and other restrictions the A has on sharing confidential information.

All employees are required to sign a separate Confidential Information Agreement.

DRUG & ALCOHOL-FREE WORKPLACE POLICY

Drug & Substance Abuse

The Agency is committed to a healthy and safe work environment. A key factor in meeting this commitment is the assurance of a workplace free from drugs, illegal substances, and substance abuse. Employees are prohibited from carrying, transporting, dispensing, selling, buying, offering for sale, or offering to buy, illegal or controlled substances when on Agency premises, when driving in Agency vehicles, while attending Agency-related events and whenever conducting business-related activities off Agency premises.

Employees may not use, possess, distribute, sell, or be under the influence of alcohol, marijuana, or illegal drugs or have alcohol, or illegal drugs in their system. The use of prescribed or over-the-counter medication is permitted provided that the drug does not impair the employee's ability to perform effectively and safely and is being used as prescribed or intended. If an employee is taking prescribed or over-the-counter medication that might impact the employee's ability to function safely and efficiently, the employee must report the use of the particular medication to the employee's supervisor. If an employee does not report the use of medication and is counseled or disciplined for unacceptable performance or conduct, the employee will not be permitted to excuse the problem on the basis of drug influence.

Drug and Alcohol Testing

The Agency is committed to a drug free workplace. To that end, a drug/alcohol screening may be required in the following circumstances: (1) of any applicant to whom a job offer has been made; (2) of any employee where the Agency has reasonable suspicion to believe that the employee may be using drugs or alcohol or may be under the influence of drugs or alcohol at work or while on duty; (3) of any employee who suffers an injury or accident at work where the Agency has reasonable suspicion to believe that employee impairment due to drug or alcohol use may have been a factor; and (4) as part of occasional follow-up testing if the employee is found to have breached these policies but has been permitted to remain employed. An employee's cooperation with such a drug or alcohol screening test is required as a condition of employment. The employee's refusal to cooperate with such a request and to provide a specimen may result in

disciplinary action up to and including termination where there is reason to believe that the employee has violated this policy and the employee's refusal to cooperate has prevented a medical determination of the employee's condition.

Alcohol at Social Events

The Agency is unique in that our employees are often asked by partners – and are encouraged to do so by the Agency – to strengthen relationships by attending social functions (lunches, dinners, charity events and more) partners or potential partners. Employees may also be requested to attend events and represent the Agency at those events. Events may be held in the evening and alcohol is often served.

Although the setting may be social, employees are still representing the Agency while attending these events. As such, the Agency expects that employees conduct themselves in a manner consistent with the Agency's high standards.

If you have questions, or if any part of the policy remains ambiguous, please contact your supervisor prior to attending any event.

Alcohol and Driving

Should an employee be pre-approved to socialize with alcohol at an Agency or Agency-sponsored event, to ensure the employee's safety, the Agency requires the employee to take a car service home (Uber, Lift or similar). The Agency will pay for the car service both home from the event and back to the event location in the morning.

EMPLOYEE CONDUCT & WORK PERFORMANCE

Employees are expected to conduct themselves in a manner that positively promotes the Agency's business objectives, including following all policies in this Handbook. The following conduct is prohibited and will not be tolerated. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Agency operations may also be prohibited and will result in disciplinary action up to and including termination.

1. Falsifying employment records, employment information, or other Agency records;
2. Recording the working time of another employee or allowing any other employee to record the employee's working time, or falsifying any time sheet, either the employee's own or another employee's;
3. Theft and deliberate or careless damage or destruction of any Agency property, or the property of any employee, supplier, vendor, customer, or client;
4. Removing or borrowing Agency property without prior authorization;
5. Unauthorized use or misuse of Agency equipment, time, materials, or facilities;
6. Provoking a fight or fighting during working hours or on Agency property;
7. Carrying firearms or any other weapons on Agency premises at any time;
8. Insubordination, including but not limited to failure or refusal to obey the lawful orders or instructions of a member of management, or the use of abusive or threatening language toward a member of management;
9. Using abusive, threatening, or intimidating language towards others;

10. Violation of safety rules and policies;
11. Failing to follow the Agency's meal period, rest break, and timekeeping policies;
12. Sleeping on the job;
13. Violation of any Agency policy; and
14. Conducting personal or non-Agency related business during working hours.

EXPENSE REIMBURSEMENTS

The Agency will reimburse employees for authorized and necessary business expenses, including but not limited to, business-related mileage, travel, and meals, where required. For reimbursement information, employees should contact the Director of Finance and Administration.

GIFT BAN POLICY

Under the County of Orange Ordinance, the members of F5OC shall be subject to the County of Orange Gift Ban Ordinance which regulates and defines gifts to public officials. The purpose of this policy is to stipulate the guidelines prohibiting the acceptance of gifts.

It is the policy of the F5OC that all F5OC officials and F5OC staff are in compliance with County of Orange Gift Ban Ordinance by understanding and abiding by the ban on all gifts.

Web Link

Orange County Gift Ban Ordinance is located in the County of Orange Codified Ordinances, Article 2, Section 1-3-21: <http://library.municode.com/index.aspx?clientId=11378>

MEDIA POLICY

It is the policy of F5OC to respond directly to media inquiries. It is also the policy F5OC for the President/CEO to be the first line of response to media inquiries, to establish a consistent presence and voice associated with F5OC. If the President/CEO is not available, then the inquiry may be directed to the Vice President of Learning and Community Engagement for response. Occasionally, the President/CEO may designate a staff member or consultant to F5OC when responding to media if the inquiry falls within their specific expertise (e.g., economic analysis). F5OC will plan for interviews and inquiries from media in English and other languages, as needed.

F5OC engages the services of a communications consultant for both proactive and reactive media interaction. They provide media outreach, training, coordination with media, and develop project-related key messages and media responses. The communications consultant will support all staff interactions with media as needed.

F5OC will emphasize outreach to diverse media outlets representing various demographic populations in the county.

Media Outreach

Materials such as press releases, reports, op-eds, and more are routinely developed to proactively promote F5OC's actions, programs, and events. The VP of Learning and Community Engagement or Communication Consultant will distribute these materials to the President/CEO for approval prior to the information appearing in public via print, digital or broadcast media.

NON-FRATERNIZATION

Managers and Supervisors

There are special risks in any sexual or romantic relationship between employees in unequal positions. The Agency desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment, employee morale and dissension problems, exploitation and bias that can potentially result from personal or social relationships between a manager/supervisor and a subordinate.

Such relationships may be perceived in different ways by each of the parties to it, especially in retrospect. Moreover, such relationships may harm or injure others in the work environment. Relationships in which one party is in a position to review the work or influence the career of the other may provide the basis for complaint by third parties when that relationship gives undue access or advantage, restricts opportunities, or creates a perception of these problems. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic involvement, this past consent does not remove the basis for a charge based upon subsequent unwelcome conduct.

Accordingly, managers and supervisors are prohibited from becoming romantically involved with any non-management and non-supervisory employee, regardless of reporting relationship. Managers and supervisors are also prohibited from becoming romantically involved with any manager or supervisor under their supervision.

Non-Management and Non-Supervisory Employees

The Agency wishes to promote positive relations between its employees. While we hope that employees will be professional and respectful towards one another at all times, sexual or romantic relationships between non-management and non-supervisory employees have the potential to interfere with the ability to perform an employee's responsibilities effectively. Such relationships are therefore discouraged. The Agency desires to avoid any misunderstandings, potential conflicts of interest, disruption, negative or unprofessional work environment, possible claims of sexual harassment and morale problems. Accordingly, where such a sexual or romantic relationship exists, the employees must immediately notify the Human Resources Department of the existence of the relationship. (This disclosure obligation also applies to relationships between management employees where neither manager has supervisory responsibility over the other.)

The Agency has the option to take any action necessary to ensure compliance with the spirit of this policy, including, but not limited to, transferring either or both individuals in order to minimize disruption. The Agency will respect the confidentiality and privacy of the affected individuals to the extent reasonably possible.

Any violation of this policy may result in disciplinary action, up to and possibly including immediate termination.

All employees should also remember that the Agency maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

OUTSIDE EMPLOYMENT

The Agency prohibits any outside employment that may present a conflict of interest.

All employees must submit a written request to management to receive approval to obtain outside employment in order to ensure that a conflict of interest will not arise. The written request should

include the name of the organization for which the employee will be working, a description of the job duties the employee will be performing, and a statement as to why this will not be a conflict of interest with the employee's current employment at the Agency.

If an employee is unable to maintain acceptable performance standards following acceptance of outside employment, the employee may be subject to disciplinary action, up to and including termination.

Employees on approved leave of absence may not engage in outside employment without express written authorization from a supervisor to do so.

RECORDS MAINTENANCE

Maintain accurate and appropriate records in accordance with all federal, state, and county requirements, local laws, regulations, standards, and the Agency's Policies and Procedures. These records include business data in every medium (hard copy and electronic). Including but not limited to:

- Maintain complete, accurate records and prepare them in a timely manner.
- Ensure that business records/transactions are maintained in an accurate and confidential manner to protect privacy, prevent unauthorized access and to provide factual information.
- Maintain documentation guidelines for recordkeeping according to the legal requirements for the records, and in accordance with the F5OC's record retention schedule.
- Maintain integrity of all records and ensure that records are not altered, damaged, removed or destroyed prior to the specified destruction date.
- Comply with all laws governing confidentiality of information.
- Ensure that timecards, mileage claims, reimbursement claims, and other cost records and reports are completed and processed in a timely manner and reflect accurate information.
- Ensure that all public records requests are completed in an accurate and timely manner.

SMOKING POLICY

The Agency prohibits smoking including e-cigarettes and vaping in its offices and while conducting Agency business. Smoking is only permitted in outside designated smoking areas.

SOLICITATION & DISTRIBUTION

In order to avoid disruption of Agency operations, employees of the Agency may not solicit or distribute literature at any time, for any purpose, during working. In addition, employees may not distribute printed literature at any time in working areas. Non-employees may not solicit or distribute at any time on Agency property, including any parking areas.

"Working Time" includes the working time of both the employee doing the soliciting and distributing, and the employee to whom the soliciting or distributing is being directed. It does not include break periods, meal periods, or any other specified periods during the workday when employees are not engaged in performing their work tasks.

TELECOMMUTING WORKING

Any employee that is authorized by the Agency to work remotely on a hybrid schedule will be required to review, sign, and comply with a Work from Home Agreement. This will be provided to you by your supervisor. The Work from Home Agreement will review the terms and conditions related to a remote working arrangement, including several of those conditions as outlined below.

Terms and Conditions

The terms and conditions for remote working be outlined within the Agreement, or based upon any local, state, or federal Work-from-Home Orders. An employee's duties and responsibilities will remain as outlined within their Job Description except for those specified within the Work-from-Home Agreement. During a remote from work assignment, employees are expected to maintain effective communication with their co-workers and supervisor as requested and/or needed. Employees are expected to work their standard workday and be available during designated work hours. In addition, employees are expected to comply with all Agency's policies, including those as outlined within this Employee Handbook during their workday, regardless of the work site.

Working remotely is not a substitute for childcare, elder care or other forms of family or dependent care assistance during work hours. The employee is responsible for ensuring that provisions for such care have been made in advance of work time. In addition, it is not a substitute for taking a sick day when you are under the weather and unable to report to work or a vacation day when you are taking time to rest, recuperate, or spend time with family or friends.

Eligibility

An employee must be in good standing and have demonstrated the ability to work independently. In addition, the employee's duties must be conducive to remote working. The decision to allow an employee to telecommute will be on a case-by-case basis as determined by the President/CEO. The President/CEO, at their sole discretion, can terminate the agreement in writing at any time and for any reason.

Safety, Equipment, and Information Security

When working remotely, it is the expectation that an employee maintains a work environment that is ergonomically sound, clean, safe, and free from obstructions and hazardous situations.

Employees are to use Agency-owned equipment, records, and materials for Agency business only, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described apply regardless of the storage media on which information is recorded, the locations where the information is stored, the systems used to process the information, or the processes by which the information is handled. Employees are to notify their supervisor immediately for any instances of loss, damage, or unauthorized access.

All equipment, records, and materials provided by the Agency remain the property of the Agency and must be returned upon separation of employment. The Agency may also request any Agency-issued equipment be returned to the Agency for inspection, repair, replacement, or repossession within five business days.

The Agency has the right to have electronic and/or physical access to their remote worksite for purposes of assessing safety, property maintenance, and security methods, as well as job performance.

Employees are to notify their supervisor immediately for any work-related injury to the employee. The Agency does not have responsibility for any injury to others at the alternate work site.

Additional Conditions

The Work-from-Home Agreement provides additional conditions and information related to Telecommuting work. The Work-from-Home Agreement takes precedence over the summary provided here.

USE OF SOCIAL MEDIA

The Agency understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, the Agency has established these appropriate use guidelines:

- Express only your personal opinions. Never represent yourself as a spokesperson for the Agency. If the Agency is a subject of the content you are creating, be clear and open about the fact that you are an Agency employee and make it clear that your views do not represent those of the Agency.
- Make sure that you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the Agency, fellow employees, customers, suppliers or people working on behalf of the Agency or its competitors.
- Be courteous to fellow employees, customers, suppliers, or people who work on behalf of the Agency. Keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing the Agency's Open Communications Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, employees, suppliers or others who work with the Agency, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, gender, sexual orientation, disability, religion or any other status protected by law or Agency policy.

VIII. AN OUNCE OF PREVENTION

EMERGENCY PROCEDURES

F5OC has an Emergency Operations Plan which outlines in full detail guidelines and procedures to prepare for and respond to significant or catastrophic natural, environment and/or conflict-related risks and events that produce situations requiring coordinated response. The plan outlines the Commissions' strategy for responding to emergency or disaster. It further provides information essential to continuity of critical business functions, and identifies the resources needed. The primary goal of the plan is to protect life and property, preserve infrastructure, and continue the operations of the Commission. Employees should review and be familiar with the full Emergency Operations Plan.

In addition, employees should be familiar with the location of the nearest exits and first aid stations in their work location and/or site. In the event of an emergency, employees should not leave their work area or evacuate the building unless instructed to do so. In the event of an emergency, employees are encouraged to remain calm.

In the event of an emergency, employees are encouraged to;

1. Keep calm and reassure customers.
2. Know where the first aid supplies are located and how to use them.
3. Know where emergency exits, and emergency phone numbers are located.
4. If a customer reports an accident to you, notify your supervisor immediately.
5. Know procedures in the event of a robbery or an earthquake.

Evacuation. For fire, explosion, hazardous materials release in the building and post-earthquake, employees will receive instructions on if and how to evacuate to the designated assembly area.

Lockdown. In the event of a security breach or intruder in the building or on the property, employees will receive direction to take positions in secure enclosures.

Shelter-in-Place. Employees will receive instruction in situations that doesn't allow time to evacuate the property, they will be able to remain inside to remain safe.

Drop, Cover and Hold. Employees will receive instruction so that, in the event of an earthquake or explosion, they will be able to respond with minimal confusion and/or panic.

For additional emergency procedures or questions, contact your supervisor, management, or Human Resources.

INJURY & ILLNESS PREVENTION PROGRAM

The health and safety of employees and others on Agency property are of critical concern to F5OC. The Agency intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Agency's premises, or in a product, facility, piece of equipment, process, or business practice for which the Agency is responsible should be brought to the attention of management immediately.

The Injury and Illness Prevention Program (IIPP) is intended to establish a framework for identifying and correcting workplace hazards throughout the organization at its various worksites, while addressing legal requirements for a formal, written IIPP.

The Agency's IIPP requires that unsafe conditions that cannot be immediately corrected by an employee or his or her supervisor be reported immediately to the next level of management. Management is responsible for implementing, maintaining, training their direct reports and the tracking workplace hazards in accordance with the IIPP.

Compliance

The following is our practices to ensure all employees comply with the rules and maintain a safe work environment:

- Inform employees of the provisions of the Agency's IIPP
- Review of safety policies and procedures; become familiar with functions and responsibilities of supervision and interrelationships with other departments
- Maintain an occupational training program covering hazards basic to all types of employment and those unique to each worker's job assignment
- Correct unsafe and unhealthy work practices in a timely manner
- Provide training to employees on related safety procedures, hazards, and expectations
- Perform first-aid duties as required, which will include maintaining appropriate first-aid supplies, dissemination of emergency procedures and providing first-aid training
- Keep records of all employee training, corrections of unsafe conditions, dates and results of workplace inspections. Submit all documentation to management for Agency record keeping.
- Discipline employees for failure to comply with safe and healthful work practices

All Employees are responsible for using safe work practices, for following all directives, to comply with all applicable health and safety regulations and established work policies and practices, including but not limited to:

- Reporting unsafe conditions immediately to a supervisor
- Report all accidents, injuries, and illnesses however slight to your supervisor
- Anyone appearing to be under the influence of intoxicating liquor or non-prescribed drugs shall not be allowed on the job in such condition and will be terminate if found to be working under such conditions, as outlined in the Agency's drug and alcohol policy
- Do not attempt to lift heavy objects by yourself; follow the lifting safety protocol
- Observing health and safety-related signs, posters, warning signals, and directions
- Reviewing the building emergency plan and assembly area
- Learning about the potential hazards of assigned tasks and work areas
- Taking part in appropriate health and safety training and inspections

Accident and/or Exposure Investigations

Investigations of workplace accidents and near-accidents will be completed by management and/or an outside agency as designated by management. These investigations will include:

- Visiting the scene as soon as possible
- Interviewing affected employees and witnesses
- Examining the workplace for factors associated with the accident/exposure/near-accident
- Determining the causes of the accident/exposure/near-accident
- Taking corrective action to prevent the accident/exposure/near-accident from reoccurring
- Recording the findings and corrective actions taken on the attached OSHA Form 301

All employees have the responsibility for complying with safe and healthy work practices. Overall performance in maintenance of a safe and healthy work environment will be considered in performance evaluations. Failure to comply with applicable regulations, safe and healthy work practices and policies may result in disciplinary action, up to and including termination. Repeated failure to comply or willful and intentional non-compliance will not be tolerated.

Accidents, Injuries, and Workers' Compensation

All employees are covered by workers' compensation insurance in accordance with applicable law. **Employees must report any accidents, illnesses, or injuries immediately to his or her supervisor or the County Human Resources department, so that the necessary paperwork may be completed.** It will be the employee's responsibility, along with his or her supervisor or other authorized personnel, to ensure that the necessary paperwork is completed and provided to the Human Resources department for forwarding to the insurance Agency.

Employees injured on the job or otherwise as a result of a work-related compensable accident and who lose time from work shall be provided leave in accordance with applicable laws. Compensation for work-related injury or illness shall be made in accordance with the provisions of the workers' compensation program in the governing state.

While on workers' compensation leave, the employee does not accrue additional vacation, subject to applicable law. The Agency will continue making contributions for the employee's group health benefits during workers' compensation leave on the same terms as if the employee was continuing to work. This means that if an employee wants benefits coverage to continue during leave, then he or she must also continue to make any premium payments that he or she is currently required to make for him or herself or dependents. Workers' compensation leave runs concurrently with CFRA leave, and may also run concurrently with other applicable federal, state, or local law leaves of absence.

PANDEMIC AND OTHER AIRBORNE SAFETY PROCEDURES

The health and safety of our employees and their families is our top priority and we have implemented the policies below based on the guidance provided by the Centers for Disease Control and Prevention (CDC) California Department of Public Health (CDPH), and local health authorities during a local and national pandemic or other airborne infection spread. The procedures for managing COVID-19 are set forth in the Agency's COVID-19 Prevention Procedures.

Personal Hygiene and Safety Protocols

We are following protocols provided by the CDC, as well as any state or local health requirements. We may also implement additional safety requirements, at our discretion, at any time. Our current safety requirements are as follows:

- Wash your hands as soon as you enter the workplace.
- Wash your hands after touching any high-touch surface with bare hands, such as door handles, water cooler buttons, security or payment keypads, or communal workstations. If possible, cover your hand with something when touching high-touch surfaces.
- If required, wear a face covering that covers your nose and mouth, at all times, unless you have received specific instruction otherwise.
- If you cough or sneeze while not wearing a face covering, do so into your elbow or a tissue. Immediately throw away the tissue (if used), promptly wash your hands, and put on a face covering, if required, to avoid further exposing those around you.

Illness and Sick Leave

- You may be subject to health screening when entering the workplace. Screening, if implemented, is a condition of entering the workplace.
- If you feel any signs of illness, *you must stay home*. Common symptoms of will be published based on the CDC and CDPH guidelines.
- If you stay home sick (or are potentially sick), you will be allowed to work from home if feasible and if you feel able. Let your manager know as soon as possible if you will be staying home so that your workload can be managed, either by ensuring you can do it at home or that others are able to cover it in your absence. You must follow the Agency's standard attendance policy and keep in close contact with your manager regarding the duration of your leave.

Close Contact with an Infected Person

If someone in your household or someone with whom you have had close contact (as defined by the CDC and/or CDPH) has been diagnosed with the pandemic virus, including a presumptive diagnosis, contact Human Resources immediately, and *before* returning to the workplace.

Personal Travel

Report all out-of-state travel to Supervisor before traveling or at least before returning to the workplace. This includes travel that does not require the use of time off, such as taking a weekend trip. Quarantine periods may be required post-travel, depending on current government guidelines or Agency policy.

Safety Outside of the Workplace

You are strongly encouraged to follow current CDC guidelines, especially when other social distancing measures are difficult to maintain. We reserve the right to require you to quarantine before returning to the workplace if you engage in behaviors that we feel puts other employees or customers at risk.

Potential Office Closures

If it is necessary to close the workplace entirely, we will attempt to provide you with notice so that you can prepare to work from home, if feasible. However, in case of a sudden closure, you should take your devices, chargers, mouse, and any other tools you need to be productive home with you after work each day.

Questions

If you have questions about any of these policies, or how the Agency is dealing with other issues related to the pandemic, address them with F5OC Human Resources Representative first. If Human Resources is not immediately available and your question or concern is urgent, speak with your supervisor.

Responsibility

Failure to comply with any of these policies may result in discipline, up to and including termination.

PARTICIPATION IN INTERNAL INQUIRIES

From time to time, the Agency may conduct internal investigations pertaining to security, auditing, or other work-related matters. In such circumstances, employees are required to cooperate fully with and assist in these investigations if requested to do so by the Agency. Employees, who, if requested, fail to cooperate in any inspection will be subject to disciplinary action, including possible suspension or discharge. Such inspections can occur at any time, with or without advance notice, or consent. An inspection may be conducted before, during, or after working hours by any supervisor, manager or security personnel designated by the Agency.

Agency work areas (including desks, file cabinets, etc.), Agency property (including telephones, computers, etc.), as well as personal belongings on Agency premises (including briefcases, handbags, backpacks, etc.), may be subject to a search with or without prior notice to the affected employee, subject to applicable law. By using Agency property, you are consenting to searches of Agency property, including employee property located on Agency premises.

Prohibited materials, including weapons, explosives, alcohol and non-prescribed drugs or medications, are not allowed on Agency premises, within Agency vehicles or other Agency property, no within personal items on Agency premises. The Agency is not responsible for any articles that are placed or left in a desk that are lost, damaged, stolen or destroyed.

IX. INFORMATION ACCESS & SECURITY

INTERNET, EMAIL, AND ELECTRONIC COMMUNICATIONS

As a condition of employment, certain employees may be granted the use of the Internet, Agency electronic mail (e-mail), and/or other on-line access. The Agency maintains both its Internet/on-line service access and e-mail equipment for business purposes. The Agency understands that, at times, employees may need to use the Agency's Internet and e-mail systems for personal use. However, the Agency expects that employees will exercise good judgment and limit personal use of such services as it can interfere with the Agency's business operations.

The Internet and e-mail systems are the property of the Agency, and the Agency reserves the right to inspect and monitor the systems to ensure that they are being used properly. Employees should not expect that e-mail, Internet, or other on-line communications will be confidential or private.

Use of the Internet, e-mail, or other on-line services shall be subject to the following conditions. This list is illustrative only and not a complete list of conditions of use.

- The Agency may monitor Internet, e-mail, or other online transactions at any time, with or without notice, in its sole and absolute discretion.
- Employees may not use Agency Internet, e-mail, or other online services in a way that violates the Agency's policy against discrimination and harassment, including sexual harassment (e.g., communicating messages that would constitute sexual harassment, using sexually suggestive screen savers, or receiving or transmitting pornographic, obscene, or sexually offensive material or information).
- Employees may not use Agency Internet, e-mail, or other online services in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.
- Employees may not install or download computer software, programs, applications, or executable files without prior Agency authorization.
- Employees must follow IT security protocols, including safeguarding passwords and not opening suspicious files without first checking with a member of IT.

Access to all Internet, e-mail or other on-line services is granted by the Agency as a privilege of employment. Use of this privilege is subject to the direction of the employee's supervisor or Agency management and may be revoked without notice at any time.

The Agency is required to be in compliance with County of Orange Information Technology Usage Policy, which requires the exclusive use of county issued devices and details required training. Employees are required to sign and comply with the policy along with completing the annual training.

X. GETTING AROUND

BULLETIN BOARDS

The Agency maintains a bulletin board as an important source of information. This bulletin board is to be used solely to post information approved by the Agency regarding Agency policies, governmental regulations, and other matters related to employment with the Agency. Employees should develop a habit of checking the bulletin boards daily so that they will be familiar with the information posted there. No information may be placed on these bulletin boards without the approval of the Human Resources.

EMPLOYEE PARKING

The Agency will not be liable for any damage or theft caused to any motor vehicle, or contents thereof, while parked in the parking lot associated with the Agency or at any of its worksites. In addition, the Agency is not responsible for personal property left in Agency vehicles that are lost, damaged, stolen, or destroyed.

HOUSEKEEPING

In order to keep safe, healthy, and respectful working conditions and efficiency in the workplace, employees are expected to keep clean and organized workstations. In addition, they must also keep common areas (such as hallways, aisles, lunchrooms, locker areas and restrooms, if applicable) clean. Employees are responsible for cleaning up after their meals, disposing of all trash properly, and recycling when appropriate. Hallways and aisle ways must be free from excessive clutter to prevent possible injury and abide by fire evacuation regulations.

Hanging explicit or unprofessional material in a workstation is not tolerated. Candles are prohibited inside all Agency premises.

PERSONAL VISITS & PACKAGES

Personal guests and should be kept to a minimum as to not disrupt the work. In addition, personal packages delivered to the work site should be kept to a minimum. The Agency is not responsible for lost or stolen items that are brought on the premises.

A FEW CLOSING WORDS

This handbook is intended to give you a broad summary of things you should know about the Agency, our policies, benefits, and general policies. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. The Agency, in its sole discretion, may always amend, add to, delete from, or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Please do not hesitate to speak to management or Human Resources if you have any questions about the Agency or its personnel policies and practices.

SECTION VIII: DEPARTURE

AT-WILL TERMINATION

The employment between the employee and the Agency is at-will and can be terminated at any time, with or without notice, and with or without cause. Professional and respectful conduct between the employee and the Agency is expected during the termination process. Any misconduct or unprofessional behavior will not be tolerated, and necessary action will take place.

EMPLOYMENT VERIFICATION

All requests for references must be directed to the Human Resources Department. No other manager, supervisor, or employee is authorized to release references for current or former employees. Requests that should be referred include, but are not limited to, requests for verification of employment, employment references, and request for comments regarding performance from any outside agency, organization, or person.

The Agency discloses only the employee's name, dates of employment, job title and department. No other data or information regarding any current or former employee, or his or her employment with the Agency, will be furnished unless the Agency is required by law to furnish the information, or unless the employee authorizes, in writing, the Agency to furnish this information, which also releases the Agency from liability in connection with the furnishing of this information.

Strict observance of this policy is required. Any violation of this policy may result in disciplinary action up to and including possible termination.

EXIT INTERVIEW

The Agency may, when appropriate, request that an exit interview be conducted with an employee who has submitted a voluntary resignation. The purpose of the interview is primarily to explore the reason that led to the resignation. It also employees an opportunity to communicate their views on their work with the Agency, management and the job requirements, operations, or training needs related to the position. It also provides the employee an opportunity to discuss issues concerning benefits and insurance.

Based upon timing of the exit interview, arrangements will be made for employees to return all Agency property. Arrangements for clearing any outstanding debts with the Agency and to receive final pay will also be made at this time.

FINAL WAGES

The Agency will pay employees their final wages on the next regularly scheduled pay date. Any accrued but unused vacation will be paid out upon reconciliation and on a regularly scheduled pay date.

JOB ABANDONMENT

“Job abandonment” means that the employee is missing in action. The Agency may discipline or terminate an employee who fails to show up for work as scheduled or who leaves the job premises without prior authority while on the clock. Any employee who does not notify their supervisor and/or the Agency after missing work for three days will be considered to have abandoned their job; they will be considered to have voluntarily resigned without notice and will be discharged.

The Agency will mail a “Termination Notice Due to Job Abandonment” to the employee’s home address (currently on file).

RESIGNATION

Resignation is a voluntary act initiated by an employee in order to terminate employment. Because all employees enjoy an at-will employment relationship with the Agency, advance notice of your resignation is not required. However, F5OC requests that an employee submits a two (2) weeks’ written resignation notice to their immediate supervisor, prior to the intended departure date. This allows time to prepare a final paycheck and is also appreciated by co-workers and management in order to transfer duties, recruit for a replacement and make arrangements for any schedule adjustments needed to accommodate your departure.

Neither vacation nor sick days are included in the two-week notice period.

When an employee decides to leave for any reason, his/her supervisor may discuss the resignation before a final decision is made. The Agency reserves the right to immediately accept notice of voluntary resignation from any employee.

RETURN OF AGENCY PROPERTY

Employees are required to return all Agency property in their possession or control immediately on termination of employment for any reason. This including but not limited to; computers, phones, printers, vehicles, keys, tools, equipment, uniforms, credit cards, badges and manuals or other Agency owned documents.

Handbook Acknowledgment and Agreement

I received a copy of the Employee Handbook, dated [Month Day Year] (“Handbook”), which applies to my employment with [Agency Name] [and any of its related entities] (the “Agency”). I have been provided an opportunity to review the Handbook and ask questions. I agree to comply with the contents of the Handbook.

I understand that the Handbook is not intended to cover every situation that may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits and expectations of the Agency. I understand that this Handbook replaces any and all prior handbooks, policies and practices of the Agency. I understand that in the event any provision in this Handbook conflicts with the laws of the state where I am employed, the applicable law will supersede the conflicting provisions in this Handbook.

Nothing in this Handbook is intended to, or shall be construed as, prohibiting me from (a) filing a complaint or charge with, or otherwise communicating with, any governmental agency, including the Equal Employment Opportunity Commission or any similar state agency, the Department of Justice, the Securities and Exchange Commission, or the National Labor Relations Board; (b) cooperating with any governmental agency in investigations involving the Agency, including testifying in an administrative, legislative, or judicial proceeding when I have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or request from an administrative agency or the legislature; (c) discussing my working conditions or compensation with other employees; (d) engaging in protected, concerted activity under the National Labor Relations Act, to the extent it applies to me, including filing an unfair labor practice charge, assisting other employees in filing such charge, or otherwise participating in an ongoing labor dispute; or (e) communicating with any governmental agency regarding the terms of this Handbook.

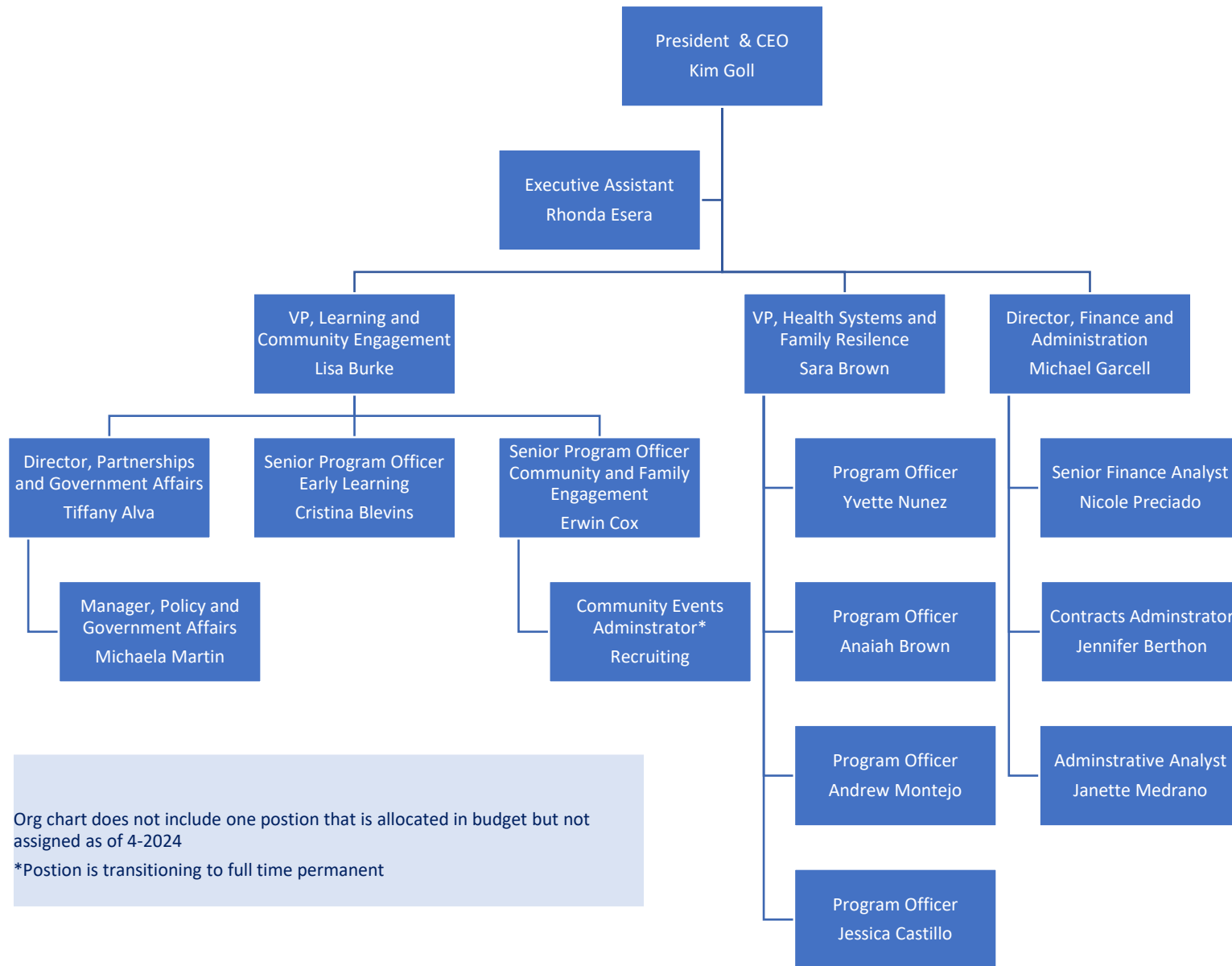
I understand that my employment is at-will, which means that either the Agency or I may terminate the employment relationship at any time, with or without reason or prior notice. In addition, I understand that the terms and conditions of my employment, including compensation, position, title, and responsibilities can change at any time at the sole discretion of the Agency. I understand that the at-will nature of my employment cannot be changed except in a written document signed by me and the Agency’s CEO or President.

If I have any questions regarding this Handbook, I will bring them to the attention of Human Resources, my supervisor or another member of management.

Employee Name (Print)

Employee Signature

Date



POLICIES AND PROCEDURES

No: 4.05

FIXED ASSET POLICY

PURPOSE

At various times fixed assets may be acquired for use in the daily operations of the First 5 Orange County Children and Families Commission. All fixed assets will be accounted for in accordance with generally accepted accounting principles.

The purpose of this policy is to set forth the requirements for properly recording, controlling, and disposing fixed assets owned by the Commission.

POLICY STATEMENT

It is the policy of the Commission to include such items as land, structures and improvements, furniture, and equipment owned by the Commission as fixed assets. Under the modified accrual basis of accounting, the Commission shall charge fixed asset purchases as expenditures.

It is the policy of the Commission to classify and define fixed assets following the Capital Asset Categories and Capitalization Thresholds listed in the County Accounting Manual.

<u>Asset Type</u>	<u>Threshold</u>
Land	Capitalize All
Land Improvements	\$150,000
Buildings and Improvements	\$150,000
Leasehold Improvements	\$150,000
Equipment	\$5,000
Intangible Right-To-Use Asset:	
Lease Equipment	\$10,000
Lease IT Equipment	\$10,000
Lease Structure and Improvements	\$0
Lease Land	\$0
SBITAs	\$10,000
Infrastructure	\$150,000

It is the policy of the Commission that First 5 California funds cannot be used for fixed assets per Children and Families Commission Fiscal Memo No. 01-04.

It is the policy of the Commission that staff record, control, inventory and dispose of Commission fixed assets in accordance with the fixed asset policy and guidelines established by the County of Orange, as stipulated in the County of Orange Accounting Manual – Fixed Assets.

It is the policy of the Commission that the County of Orange Auditor-Controller will enter all Commission-owned fixed assets into the fixed asset reporting system maintained by the County, establish all required fixed asset forms and tags, and produce all required fixed asset reports on behalf of the Commission.

It is the policy of the Commission to maintain a listing of assets that do not meet the specified dollar amount to be classified as fixed assets but require control.

It is the policy of the commission that finance and administrative staff will serve as the property officers for the Commission and will thereby oversee the tracking and control of all fixed assets owned by the Commission.


It is the policy of the Commission that Commission management will be responsible for all required inventory and accounting of Commission fixed assets in accordance with the County of Orange Fixed Asset Policy, as well as with generally accepted accounting principles GAAP and Government Finance Officers Association GFOA guidelines.

ATTACHMENT

1. The full text of the County of Orange Accounting Procedures Manual, Fixed Asset Equipment is available at <http://acintra2.ocgov.com/>.



Agenda Item 5 June 5, 2024

DATE: May 10, 2024
TO: First 5 Orange County
FROM: Kimberly Goll, President/CEO 
ACTION: Receive Update on the Status of Intergovernmental Transfers

SUMMARY:

The federal government has allowed Intergovernmental Transfers (IGTs) to be conducted through Medi-Cal managed care plans since 2006. First 5 Orange County has participated with CalOptima Health in several IGTs, using our funding as the local match to draw down federal Medicaid funds. This item provides an update on the status of the IGTs in which First 5 Orange County is participating.

DISCUSSION:

The opportunity for First 5 Orange County to participate in an IGT began in 2015 and was linked to First 5 efforts to leverage and sustain our investments. To date, we have participated with CalOptima in eight IGT transactions. An IGT transaction may include multiple projects. Attachment 1 to this agenda item provides a description of the IGT process and background information including a discussion of the eligibility criteria for participation in an IGT. Attachment 2 is a table of IGT funding to date including the length of time that funds are anticipated to sustain a particular project, if applicable.

Each of the IGT-supported projects requires unique performance management and oversight. For example, for projects where the proceeds of the IGT are focused on quality improvement in pediatric health settings, it is critical that First 5 staff and consultants are integrating and sharing the knowledge gained with our partners such as CalOptima, other health plans, and our nonprofit community-based providers. IGT projects that are startups require connecting the new services with established community programs and partners funded by First 5 to ensure robust referral networks and seamless access to expanded services for families.

Some of the IGT funding was intended to help programs sustain service levels that would otherwise be supported by First 5. Their performance management is monitored through ongoing data submission and participation in planning and implementation meetings with staff and consultants. Three of these programs – which are integral components of the Prenatal to Three system – will expend all their IGT funding in approximately two years. They include MOMS Orange County, a home visiting program; Help Me Grow Orange County, a support program for early identification and intervention; and DULCE, a pediatric support program implemented in CHOC Children's community clinics.

While the use of IGT dollars has significantly extended funding for these programs, there is no guarantee of additional IGT funding in the future. Given First 5 OC's declining revenue, First 5 OC staff and consultants are focused on sustainability challenges and are working with our

partners to identify all possible avenues for ongoing funding. IGTs have been a viable source of additional funds, and we will continue to pursue this opportunity whenever it presents itself – particularly with the recent adjustment to the local program interpretation that allows First 5 to receive funding directly. The process to participate in an IGT begins with a non-binding letter of intent and justification of expenditures for the medical population that are under or uncompensated. As is our practice, First 5 OC staff will submit all non-binding documents with Board ratification at a subsequent meeting.

STRATEGIC PLAN & FISCAL SUMMARY:

The recommended actions have been reviewed in relation to the Strategic Plan and are consistent with all goal areas. There is no funding action proposed for this item.

PRIOR COMMISSION ACTIONS:

- October 2023 – Authorized the Executive Director to pursue a potential Intergovernmental Transfer (IGT)
- October 2022 – Received Update on the Status of Intergovernmental Transfers
- May 2020 – Adjustment in Funding terms for approved IGT transactions
- October 2015 – Authorized the Executive Director to pursue a potential Intergovernmental Transfer (IGT)
- June 2014 – Annual Planning Meeting, Sustainability Strategies

RECOMMENDED ACTION:

Receive update on the status of Intergovernmental Transfers.

ATTACHMENTS:

1. IGT Process and Background
2. Status Summary of Past IGT Funded Programs
3. IGT Funding Table

CONTACT: Kim Goll

IGT Process and Background

Intergovernmental transfer transactions require a government entity provides non-federal matching funds that the State uses to obtain the highest reimbursement rate that is federally allowable under managed care. As a general guide, for every dollar provided as a match, \$1.00 in federal funding is generated for the originating county. Operationally once we account for fees paid to the state to conduct the IGT (20%), and Cal Optima's administrative fee (2%), the rate of return is 178%.

Participation in an IGT is limited to organizations on both the provider and financing sides that meet the following eligibility criteria:

- *Agencies that have documented uncompensated cost of serving Medi-Cal members* - Since the basis for an IGT is reimbursement for the actual cost of care for services provided, a participating entity must be able to document uncompensated costs for a defined period. The amount of a transaction is based on expenses incurred during a particular fiscal year.
- *Financing to support the transaction must be provided by a government entity* - The local funds to support IGT transaction financing must be public and cannot be federal funds or private provider donations. First 5 Orange County meets this qualification and is an eligible public entity.
- *IGT revenue must be used for Medi-Cal covered benefits* - Potential uses for IGT funding have narrowed significantly due to federal regulations and state policies. IGT funds are now considered part of the capitation payments that CalOptima receives from the state and thus are subject to the same restrictions. Essentially, funds may only be used for covered Medi-Cal benefits for existing CalOptima members.

Status Summary of Past IGT Funded Programs

MOMS Orange County

IGT Funding: approximately \$5.6 million

Sustaining Home Visiting services through 2025

MOMS Orange County received the proceeds of two IGT transactions helping to sustain their Paso a Paso program for an eight-year period which is anticipated to end June 30, 2025 and will provide over 30,000 individual home visits. These services include comprehensive case management services, from the prenatal period through the infant's first year, emphasizing maternal and child health and infant development through screening and education. While the IGT funding was always positioned as a prime opportunity to leverage resources, the significance has been particularly evident in recent years. With the loss of other funding sources, such as CalOptima in 2018, and an increase in need because of the pandemic, IGT funding has enabled MOMS Orange County to maintain its staffing and service levels and adapt where needed to continue to provide valuable services to families.

CHOC Children's Early Childhood Mental Health Support

IGT Funding: approximately \$4 million

One-time catalytic support

This fully-expended funding was used for the capital buildout and start-up of CHOC's Mental Health Inpatient Center (MHIC). Start-up costs included securing a psychiatrist for therapeutic services as well as a social worker and resource specialist to work with patients and families and coordinate care with community agencies. A portion of funds also supported a resource specialist, training, and implementation of mental health-related protocols in the CHOC Orange Emergency Department.

The MHIC serves as an intensive care unit for children and teens in crisis, ages 3-17. In calendar years 2022 and 2023, the Center provided inpatient care to 1,145 unique patients. Known for its innovative design and miniscule restraint rate, the Center receives frequent consultation requests from programs across the country to which the CHOC team is happy to respond. Over the same two years, 5,183 Emergency Department patients required mental health evaluations; 84% of these were provided within two hours.

CHOC Children's Help Me Grow Orange County

IGT Funding: approximately \$6 million

Sustaining services through 2025

Help Me Grow Orange County (HMG) provides a comprehensive, coordinated county-wide system for developmental promotion, early identification, referral, and care coordination for children and expectant families at risk for perinatal, developmental, behavioral, and learning problems from prenatal through age eight. HMG works with families, health care providers, and community partners to: improve awareness of prenatal support and developmental services for children and families; connect families to the most appropriate and accessible resources depending on their needs and desires; and maximize utilization of programs for children at-risk-for or with mild-to-severe developmental delays.

An evaluation completed by First 5 Orange County for HMG found that between 2019 and 2021, more than 7,700 children received services from HMG with the proportion of children trending to the younger ages. For instance, in 2022, 52% of the children served by HMG were under age three, compared with 46% in 2018. Most families access HMG through the toll-free number, through the OC Children's Screening Registry or through the HMG online portal. Caregivers tended to contact HMG soon, typically less than a month after their concerns arose. Additionally, most children served lived in the

cities of Santa Ana, Anaheim, and Garden Grove. The top three concerns were developmental, behavioral, and communication.

Overall, 78% of children who received follow-up care coordination by HMG between 2019 and 2021 had positive service outcomes; they had at least one referral connected or pending. In more than 95% of the Regional Center of Orange County referrals where children received an evaluation, those children were found eligible and were receiving services. During this same timeframe, 99.1% of caregivers responded positively when asked if their needs were met after receiving referrals, information and/or care coordination for their child and family.

In October 2023, First 5 OC completed a “Sustaining Help Me Grow Orange County” report acknowledging that HMG is uniquely positioned to support families and the early identification and intervention system through five distinct and interconnected features that support families, providers, and the Early Identification & Intervention system resulting in more timely interventions, higher connection rates, better quality referrals, meeting family needs, and increased awareness among providers. These results, in turn, impact better quality care for children, an improved customer experience for families, and lower costs of care.

CHOC Children’s QIAs for Developmental Screening Initiative

IGT Funding: approximately \$2 million

One-time quality improvement funding

This initiative funds Quality Improvement Advisors (QIAs) embedded in CHOC Children’s Population Health division. The team of QIAs at CHOC Children’s, in partnership with Help Me Grow OC, works with their portfolio of practices to incorporate developmental screening into their practice workflow with a validated tool and to use the OC Children’s Screening Registry (OCCSR). CHOC Population Health has also instituted a bonus program to incentivize practices to conduct screens and use the screening registry.

The QIAs continue to leverage their relationships with the 133 currently contracted CHOC Health Alliance (CHA) practices. According to recent CHA claims data, 92 practices, or 69% of CHA’s network, are conducting developmental screenings. While promising, this indicates that there is still more work to be done. The QIA team will continue this critical work with the remaining 41 practices that are not currently conducting developmental screenings. In 2023, a total of 36 out of 136 practices (26%) achieved the developmental screening bonus metric. This was attained through having a Help Me Grow presentation and entering 60+ developmental screening results into the OCCSR. Additionally, nine practices completed a quality improvement project linked to developmental screening.

As of April 2024, 79 practices, accounting for 59% of the entire CHA network, have agreed to use the OC Children’s Screening Registry. These 79 practices are conducting developmental screenings not only for their CHA members but also for their non-CHA members, regardless of insurance coverage. The QIA team has identified the top 10 practices that had not yet signed the agreement to use the registry, based on size of membership, to conduct further outreach about screenings and the registry.

The table below illustrates the yearly totals of developmental screenings recorded in the OC Children's Screening Registry from 2019 through April 2024:

Year	Developmental Screenings in OCCSR
2019	5,850
2020	9,753
2021	13,113
2022	12,917
2023	16,459
2024	5,079
Grand Total:	63,171

CHOC Children's Pediatric Support Services (DULCE)

IGT Funding: approximately \$654,484

Sustaining DULCE Model and Case Management services through June 2025

This IGT funding is used to sustain an early intervention and evidence-based program called Developmental Understanding and Legal Collaboration for Everyone (DULCE). DULCE is designed for families with infants in the critical first six months of life, focusing on proactively addressing social determinants of health, healthy infant development, and caregiver support. A 2015 randomized control trial determined that infants enrolled in the program were more likely to have completed their six-month immunization schedule on time; obtained five or more routine preventive care visits by age one-year; and were less likely to have visited the emergency department by age six-months. Data from 2019 to 2021 revealed that CHOC clinic sites with the DULCE intervention (i.e., Garden Grove, Santa Ana, and Clinica Para Ninos) performed better on average than the CHOC Health Alliance (CHA) group overall and CalOptima in terms of well-child visits 0-15 months (W15) and childhood immunization status (Combo 10-CIS). In 2021, DULCE sites all had over 50% in their Combo 10-CIS rates compared to 36.7% for CHA overall and 38.3% for CalOptima. The data comparison also showed that DULCE sites outperformed CHA overall (43.7%) and CalOptima (54.6%) in their W15 rate in 2021, with the most noteworthy comparison to the Santa Ana clinic, which reached over 70%.

As an early and successful adopter of the model, the Center for the Study of Social Policy (CSSP) has regularly called upon and highlighted CHOC's partnership and leadership in program implementation. This has led to national visibility and recognition of CHOC's DULCE clinics through presentations at several conferences and citations in publications with esteemed research partners, including Chapin Hall at the University of Chicago. Locally, the DULCE program has partnered with Cal State Fullerton and US Bank to conduct a financial wellness study. The first of its kind, this project led to the creation of a financial wellbeing index. findings will be published in *The Journal of Community Health*.

Throughout the IGT funding period, CHOC has continued to take action to address long-term sustainability including applying for grant funding (e.g., Bank of America and DHCS Equity and Practice Transformation (EPT) Provider Directed Payment Program) and vetting strategies to leverage opportunities that partner and coordinate with other departments that are piloting innovative reimbursement strategies (e.g., Healthy Steps) and the new community health worker (CHW) benefit through CalAIM. While the latter did not yield immediate results based on CalOptima's reimbursement in a delegated model for the CHW benefit, CHOC continues to proactively follow evolving funding guidelines to identify strategies that may align with the model.

CHOC Children's Obesity Prevention

IGT Funding: approximately \$545,403

One-time quality improvement funding

Through this IGT funding, CHOC is working to equip its primary care providers with the knowledge, tools, and quality improvement support to take a more systemic and assertive approach to intervention for children and youth with obesity. Two recent activities include development of a SharePoint website for use across the CHOC Primary Care Network; and development of a toolkit on Active Play.

Currently, obesity-related referral guidelines, family education, and community resources are being collated and curated on a SharePoint website. Coupled with the SharePoint website, a comprehensive provider-facing curriculum is under development, supporting pediatricians in deepening their role in the treatment of obesity, including gaining knowledge of community resources and utilizing findhelp for closed-loop referrals.

Between Spring and August 2023, in partnership with CHOC's Primary Care Clinic at the Boys and Girls Club of Santa Ana and Wellness on Wheels, CHOC conducted a "Choco Chooses" Active Play Pilot. Prior to the launch, an interactive, age-appropriate booklet, titled "Choco Chooses," was created to aid providers in promoting active play for families with children under six. The booklet was coupled with different incentive items (e.g., bubbles, sidewalk chalk, beach balls, and a book on the importance of hydrating with water) to make a complete toolkit.

The pilot sites participated in a pre-intervention survey to gauge their familiarity with and current patient engagement in active play. They were supported by a CHOC Community Educator and Quality Improvement Advisor (QIA) in integrating the toolkit distribution into their clinic workflow to inform parents of creative, easy ways to engage their children with active play. Each month incentives were rotated. Data from the post-intervention survey show that the number of clinic participants unfamiliar with the term active play went from 19% in the pretest to 0% in the posttest. The level of comfort in talking to patients about active play increased by 38%. Data also showed a 25% increase in parent engagement in active play post-intervention.

In total, the pilot sites distributed 198 toolkits to families. The team is now determining how best to apply learnings to a broader network of providers, and the Choco Chooses booklet will be a featured resource on CHOC's Pediatric Obesity SharePoint website.

CHOC Children's Autism Center

IGT Funding: approximately \$981,725

One-time catalytic funding

This funding, also fully-expended, supported start-up costs for what is now known as the Thompson Autism and Neurodevelopmental Center located on Main Street in Orange. The Center opened in January 2020 but shifted to virtual services shortly thereafter due to the pandemic. Since re-opening, the Center offers comprehensive diagnosis of young children, care for those whose autism is complicated by common co-occurring conditions (e.g., GI and sleep disorders, ADHD, and seizures), and behavior interventions from toileting to treatment to reduce aggression and self-harm. Additional features include a Down's Syndrome Clinic, Fragile X Center of Excellence, social skills groups, facilitation between parents and school districts about educational needs, and multiple single and multi-site research efforts. The Center accepts referrals from pediatricians throughout Orange County. Future plans include development of a Feeding Program and California's first Neurodevelopmental Fellowship to address the scarcity of these providers. Over the last 21 months, the Center served 2,441 patients (10,855 visits).

CHOC Children's Child Protective Services Clinic

IGT Funding approximately: \$1,450,000

One-time catalytic funding

IGT support was focused on much-needed program expansion to meet the needs of children and families. Previously, CHOC had one board-certified child abuse physician, Daphne Wong, MD, but part of her time was needed for resident education. A portion of these funds enabled CHOC to recruit a full-time child abuse physician, Vinod Rao, MD. Having completed his Child Abuse Pediatrics Fellowship in New York, Dr. Rao came to CHOC from Norton Children's Pediatric Protection Specialists (University of Louisville). He concurrently served as medical director for family service organizations in Kentucky and Indiana. Dr. Rao also has expertise in human trafficking which has been a focus of research by CHOC's Emergency Department team.

This fully-expended grant also helped to sustain the PANDA (Physical Abuse and Neglect Diagnosis and Assessment) Clinic. This operates within CHOC's primary care clinic in Orange. The majority of the 37 visits (average) per month are focused on babies affected by prenatal drug exposure and post-natal withdrawal (neonatal abstinence syndrome). Families are seen an average of three times and provided with medical and support services and parent education to ensure that the babies stay on a healthy trajectory. In addition, funding helped to provide important child protection education for CHOC staff and partners from law enforcement, community agencies, and County services. A key feature has been the annual conference which builds knowledge and collaboration among 150 participants.

Finally, this IGT support helped to ensure prompt response to suspected or reportable cases of abuse or neglect as well as staff education. The core team consists of the two physicians (1.7 FTE), a social worker, and an RN care manager. In the first three quarters of FY2024 (July 2023 through March 2024), CHOC has handled 756 reportable cases and worked with an additional 142 transferred cases, an average of about 100 cases per month. (This number is consistent with the monthly average for the prior fiscal year.) This does not include patients about whom concerns were raised but deemed not reportable, and families who were counseled and assisted. For example, the staff may learn that a family is rationing a medication because of cost. The case may not rise to the level of reporting for medical neglect, but the family required help with and education about the medication.

CHOC Promoting Child Resilience and Wellness through Early Intervention, Case Management and Parent Training (a.k.a., Developing Child Resilience)

IGT Funding approximately: \$770,000

One-time catalytic funding

These funds are intended to improve the response to children who screened positive (score of 4 or higher) for Adverse Childhood Experiences (ACEs) in CHOC Medical Group primary care clinics, including through the development of educational materials and online educational modules. CHOC has used these funds to establish a model for Social Work referral and support following an ACEs screening, including articulating clinic workflows. A menu of options was established with the clinic Social Workers serving as the team "quarterback" to provide education and coordinate services across CHOC Psychology, Help Me Grow, and CHOC Health Alliance.

In 2022, CHOC received additional funding from the HealthCare Foundation for Orange County (HFOC) in support of this work, augmenting the impact and lifecycle of the IGT grant. The IGT and HFOC funding supported a second CHOC Medical Group (CMG) Social Worker to provide clinical services and assist with program development, particularly in identifying "buffering supports" in the community such as recreational programs, mindfulness, access to nature, etc. IGT funds also provided

support for a health educator to identify and consolidate outdated education materials that varied across CMG sites. In addition, IGT Resilience funds supported one of CHOC's ACEs and trauma-informed care experts, Dr. Sheila Modir, to create online resources.

To teach resilience and coping skills, CHOC developed a video series tailored for three populations: school-aged children, adolescents, and parents/caregivers. For parents and caregivers, videos focused on helping parents replenish their well-being to help them take care of their child, deep breathing, communication and conflict resolution skills, stress management techniques, and cultivating a positive mindset. These videos have been shared with the CHOC primary care network and within the American Academy of Pediatrics OC chapter. Over 70 primary care providers throughout Orange County, as well as the entire CHOC Psychology Department, have been provided and educated on these links.

To complement the videos, comprehensive guides on the ACEs Aware stress busters were developed, offering practical strategies and techniques to help families learn skills to manage the impact of toxic stress after a trauma. The stress busters are quality sleep, balanced nutrition, physical activity, mindfulness practices, experiencing nature, mental healthcare, and supportive relationships. Each guide empowers families to proactively manage their stress levels and foster healthier relationships.

In preparation for these guides, CHOC trained multiple primary care clinics on how to talk about stress busters, providing them with a script on how to introduce the stress busters and how to set goals with families to encourage and empower them to practice stress management techniques. These presentations have provided physicians and their team with practical tools and strategies for initiating this important conversation. Currently five (5) primary care clinics have been trained with the goal to expand the dissemination of evidence-based stress busters information.


In the last several months, the number of patients with positive ACEs screens referred to the Social Worker increased from 23% to 44%. In addition, "My Number Story" posters in English and Spanish were purchased for every exam room in the CMG primary care clinics and physicians increased the incidences of education provided about stress busters by 61%.



Agenda Item 6 June 5, 2024

DATE: May 1, 2024

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO 

ACTION: Conduct Public Hearing, Review and Confirm Strategic Plan, and Adopt Resolution Approving the Fiscal Year 2024-2025 Proposed Budget

SUMMARY:

California statute requires county Children and Families Commissions to review their strategic plans at least annually and make updates as appropriate. Additionally, First 5 Orange County must prepare and adopt an annual budget. This agenda item is to review First 5 OC's Strategic Plan and approve the annual operating budget.

DISCUSSION:

Strategic Plan

In April 2021, First 5 Orange County updated its Strategic Plan, including all elements needed to meet the requirements of the California statute. The plan outlines our vision that *all children reach their full potential*, and four conditions we believe are essential for children to thrive (referred to as the Conditions) which include:

1. Early and ongoing health and development;
2. A safe, stable and nurturing home;
3. Neighborhoods that support young children and families; and
4. Equitable distribution of resources.

Last year when we brought the Strategic Plan to the First 5 OC Board for review, we discussed our intent to update and level-set the focus areas and more clearly categorize First 5 OC's priorities. You will see these revisions in the updated Strategic Plan provided as Attachment 1.

We have streamlined the Strategic Plan to use the Conditions as our focus areas. Within each of these areas, we name the specific Action Plans developed to prioritize and guide our day-to-day work. The updated Strategic Plan includes new Action Plans we anticipate developing over the 2024-25 fiscal year, and the removal of Action Plans that are complete.

Last year, we also indicated we would review and refine the tools we use to measure our progress towards the Strategic Plan implementation. We have completed this review and recommend the following.

- Strategic Plan Indicators – we can track these population level indicators to determine whether we are contributing to the achievement of the Conditions needed for children and families to thrive. The indicators and their trend from 2021 are included on the last pages of the attached Strategic Plan.

- Action Plan Progress – we will continue to provide bi-monthly reports to the First 5 OC Board through the Chief Executive Officer's (CEO) report, as well as through our Annual Report to the Board and the public. Through these reports, we answer the questions, "What did we do?" and "How well did we do it?" This helps understand our contribution to the population level indicators, which ultimately answer the question, "Is anyone better off?"¹ The June progress report on our 2023-24 Action Plans is included in the Chief Executive Officer's (CEO) report, as usual.
- Systems Change Questionnaire – we will continue to annually gather input using this questionnaire, as we have found the discussion generated among partners and collaboratives through its use to be very beneficial. However, we have come to understand it is more of a process tool that we propose to use outside of Strategic Plan implementation and reporting.

After Board review and confirmation of the Strategic Plan, we will update our website to reflect the refinements.

Proposed Fiscal Year 2024-2025 Budget

The Long-Term Financial Plan was updated in April at First 5 Board meeting. The Proposed Fiscal Year 2024-2025 Budget has been developed to align with the program funding levels as approved in the plan. In response to the decline in revenue because of the ban of flavored tobacco products, the funding level target included in the financial plan was a total operating budget of \$20.4 million, and the Proposed Fiscal Year 2024-2025 Budget recommended for approval aligns with the plan at \$20.3 million.

Below is a summary of the key drivers for this year's budget.

Revenue

- Following the latest revenue projections from the California Department of Finance, tobacco tax revenue is budgeted to be \$17.07 million which is a 4.9% decrease from the prior-year budget. This revenue projection is aligned with the projections included in the approved financial plan and the decline is a result of the flavor ban that was upheld in November 2022.
- Estimated revenue has been budgeted for First 5 Orange County's pass-through and subcontracted programs: First 5 California funded Childcare Quality Improvements (\$980,000), First 5 CA funded Home Visiting Coordination (\$875,000) and CalWORKs Home Visitation (\$4 million). New program funding in the fiscal year includes CalOptima-funded HealthySteps Expansion (\$940,000), Black Infant Health (\$540,000), and Black PEARL (\$700,000).
- Other revenue sources consist of contributions for both the Conditions of Children Report, investment earnings, and other miscellaneous anticipated reimbursements and payments.
- Total revenue is less than budgeted expenses by \$3.6 million in the proposed budget. Of this amount, \$210,000 is from one-time System Building funds. Another difference of \$650,000 is due to the timing difference of revenue for the Healthy Steps Expansion and the related expenses. The remaining \$2.8 million will be pulled from fund balance reserves to cover the deficit of expenses over revenue in the operating budget as approved in the financial plan.

¹ These questions are from Results-Based Accountability™, which is a disciplined way of thinking and taking action used by communities to improve the lives of children, families and the community as a whole.

Program Funding

- The current budget presents the majority of program funding under the goal areas of Prenatal-to-Three, Early Learning and Community Engagement, and System Building and Other Program Funding.
- One-time Systems Building projects are tracked separately from annual budgeted programs. Estimates of System Building expenses are included in the proposed Fiscal Year 2024-2025 budget. \$210,000 is included for Healthy Steps.
- Program management, evaluation and administrative consultants are included in the proposed budget.
- Staff salaries and benefits supporting a specific First 5 Orange County program or project are allocated to the related program goal area totaling approximately \$2.7 million. Allocations are based on First 5's organizational staffing chart and consider specific job descriptions and staff assignments. The budgeted salaries reflect the organizational structure and align with the priorities and responsibilities articulated in the current strategic plan.

Administrative Budget

- Total administrative expenses of \$2.1 million are more than 10% higher than the previous year due mostly to increased office lease costs for additional space as well as office construction and furniture costs to be incurred in fiscal year 2024-2025. Additionally, there are small increases in staff benefits.
- All staff salaries and benefits dedicated to administrative activities are included along with office operations, travel, meetings, office communications, and professional services.
- The proposed administrative budget is 7.3% of the total annual operating budget of \$29.4 million. The staffing budget aligns with the priorities and responsibilities articulated in the current strategic plan. Benefits are provided through the County of Orange and budgeted at the current rates.

The Fiscal Year 2024-2025 Proposed Budget is fully compliant with the policy to limit administrative expenses to 10% of the annual budget. California Health and Safety Code Section 130140 requires the Commission to adopt a limit on the percentage of the operating budget that may be spent on administrative functions. Administrative costs and functions are defined by the First 5 California Commission guidelines pursuant to Chapter 284, Statutes of 2005 (AB 109). Adoption of the Fiscal Year 2024-2025 budget includes a 10% limitation of the operating budget on administrative function expenditures.

Staff requests approval of the Fiscal Year 2024-2025 Proposed Budget (Attachment 2).

STRATEGIC PLAN & FISCAL SUMMARY:

The Fiscal Year 2024-2025 proposed Operating Budget and recommended actions presented in this staff report have been reviewed and are consistent with the Strategic Plan as presented.

PRIOR COMMISSION ACTIONS:

- April 2024 – Confirm the Annual Long-Term Financial Plan Update
- June 2023 – Confirm Strategic Plan and Approve the Fiscal Year 2023-2024 Annual Operating Budget
- April 2022 – Approve Updated First 5 Orange County Strategic Plan

RECOMMENDED ACTIONS:

1. Conduct Public Hearing.
2. Review First 5 Orange County Strategic Plan (Attachment 1).
3. Adopt resolution (Attachment 3) approving the Annual Operating Budget for Fiscal Year 2024-2025 (Attachment 2) and confirming the 10% limitation on administrative expenditures for the operating budget.

ATTACHMENTS:

1. First 5 Orange County Strategic Plan
2. Fiscal Year 2024-2025 Proposed Budget
3. Resolution – Fiscal Year 2024-2025 Operating Budget

CONTACT: Lisa Burke and Michael Garcell



Strategic Plan

2021/22 – 2025/26



Our Vision

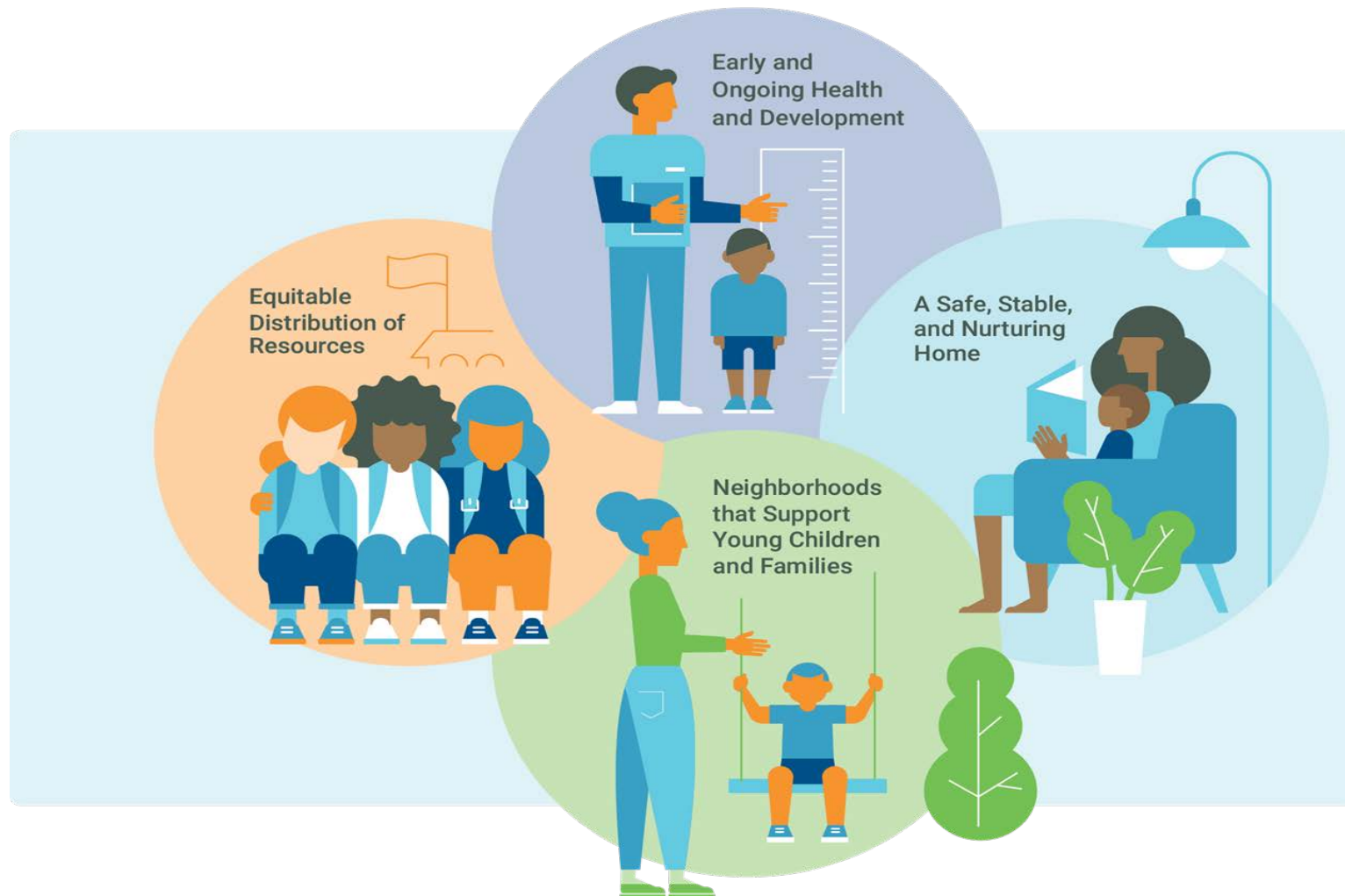
We envision an Orange County in which **“All children reach their full potential.”** The groundwork for this vision to be achieved is set during a child’s earliest years. First 5 Orange County partners with many organizations working towards creating and maintaining an early childhood system that families experience as a seamless network of care.

Each child is unique, and every child’s full potential will look different. We know from years of research that a child’s experiences during their early years establish a foundation that, if strong, sets children up to achieve more in school and life, be physically healthier and more emotionally resilient, and participate more in society.

At First 5 Orange County, we aim to build bridges and remove barriers so children of every culture, color, and condition can thrive. In partnership with health, social service, family support, and education agencies in Orange County, we strive to provide programs and initiatives that build up children and encourage whole family engagement and health.

Conditions for Children to Thrive

For children to thrive, the following set of situational and environmental conditions are needed.



These conditions reflect our conviction that the entities surrounding children (parents, caregivers, communities, and early childhood systems such as health care and child care) directly influence their development and are inextricably linked.

Early and Ongoing Health and Development

Decades of research support the benefits of early intervention for children and the importance of physical and mental healthcare. When met, the health and development condition looks like this: children prenatal to age 5 and their families receive support to optimize children's physical and mental health and cognitive development; and a planned progression of quality services is available at a variety of natural interaction points with systems of care. For example, a mother might receive breastfeeding education, a depression screening, and support if needed for a healthy pregnancy during a prenatal visit. Or a child might receive a developmental screening and their family could be connected with services during a pediatric well visit appointment.

A Safe, Stable, and Nurturing Home

The value of nurturing environments for young children to build resiliency and protective factors is well documented. A child's family is its first and most influential setting, and well-equipped parents and caregivers provide foundational relationships and emotional stability. When the Home condition is met, parents and caregivers have access and capability to attend to their own mental health and can provide positive, responsive parenting to the young children in their care.

Neighborhoods that Support Young Children and Families

Beyond the home, the community surrounding a child also influences their growth and development. Children thrive when they have safe places to play, access to early learning opportunities (such as child care or libraries), and other supports such as family resource centers, nearby healthcare, and access to healthy food. When this condition is met, neighborhoods have the infrastructure to support children and the capacity to sustain healthy social relationships.

Equitable Distribution of Resources

A condition for all children to achieve their full potential is a society where inclusion, diversity, and equity are a value and a priority, and policies and practices are put in place to address the structural barriers that perpetuate equity gaps and racism. When this condition is met, parents and families are put at the center and supported to co-create and advocate for solutions to the pressing issues facing them. First 5 Orange County prioritizes the county's most vulnerable families to reduce disparities in access to equitable, quality services and positive outcomes.

We believe these conditions are non-negotiable, minimum standards Orange County must meet for all its families.

First 5 Orange County's logic for how we achieve change:

Action Plans

Defined goals, activities and timelines to make progress toward desired conditions.

Conditions

Situational and environmental truths that must exist for a young child/family to thrive.

Vision

All children reach their full potential

Our current work



Early and ongoing health and development

- Increase awareness and use of Kid Builders in Orange County
- Increase well-child visits, developmental screens, and linkage to developmental services
- Develop a countywide vision and action plan for a continuum of care for early relational health



A safe, stable, and nurturing home

- Invest in Orange County's home visiting system by expanding training opportunities for the workforce, developing a coordinated entry system, co-designing a performance management plan, and leveraging regional learnings
- Expand First 5 OC-funded services to prenatal families
- Create a First 5 OC postnatal strategy for families
- Increase use and integration of Family Wellness Plans in Orange County
- Increase Medi-Cal families' access to support from doulas in Orange County
- Elevate importance of father engagement across First 5 OC and partner programming

3

Neighborhoods that support young children and families

- Strengthen School District data-informed engagement and relationship-building with local families and child care
- Increase number of early care and education providers and quality of current programs
- Increase the number of communities and families that are empowered changemakers and have access to resources
- Provide technical assistance and capacity building for an Orange County Black Infant Health Program



4

Equitable distribution of resources

- Develop a performance management reporting structure for Prenatal to Three reporting agencies
- Increase stakeholder commitment to advance policy for early childhood
- Develop clear messaging for First 5 Orange County to cultivate and leverage partnerships and improve outcomes for young children and families
- Implement accountability plan for First 5 OC's equity commitment
- Increase use and relevance of Early Development Index
- Facilitate use of the Community Health Worker benefit to sustain Prenatal to Three services

Measuring Impact

We use a set of indicators to determine whether we are contributing to the achievement of the four conditions needed for children and families to thrive. Though we understand First 5 Orange County is one of many organizations influencing these metrics, they help answer the question “Is anyone better off?” because of our contribution to the work.

Indicator	Definition	Current Status	Trend
Improved early childhood development	Percentage of children On Track on all developmental domains of the Early Development Index	52.7% 2022	 Improving
Improved early childhood development in Engaged Neighborhoods	Percentage of children On Track on all developmental domains of the Early Development Index by First 5 Orange County's Engaged Neighborhoods	Ranges between 28% and 46% 2022	Varies, by neighborhood
Improved social and emotional development in young children	Percentage of children On Track in their social and emotional development based on the Early Development Index	75.7% 2022	 Improving
Increased early developmental screening	Percentage of children on Medi-Cal that receive a developmental screen in their first three years	26% 2022	No change
Reduced postpartum depression screening and follow up	Percentage of deliveries in which Medi-Cal members were screened for clinical depression and received follow up	8.1% 2022	Baseline

Reduced postpartum depression screening and follow up	Percentage of deliveries in which Medi-Cal members were screened for clinical depression and received follow up	8.1% 2022	Baseline
Increased early prenatal care	Percentage of infants born to people whose prenatal care began during the first three months of pregnancy.	91.9% 2019 – 2021	▲ Improving
Reduced engagement in the child welfare system for children ages 0–3	Unduplicated count of children ages 0–3 with substantiated child abuse allegations	9.95 per 1,000 children 2023	▲ Improving
Increased licensed child care capacity	Change in licensed child care capacity for children under age 5	+0.4% 2023	▲ Improving
Reduced reliance on tobacco taxes	Proportion of First 5 Orange County revenue that comes from Proposition 10 tobacco tax over time compared to overall revenue	80% of all revenue is tobacco taxes 2023	▲ Improving

First 5 Orange County Children and Families Commission

Fiscal Year 2024-2025 Proposed Budget

	24/25 Proposed Budget
<u>FINANCING</u>	
Prop 10 Tax Allocations	17,067,419
Other Revenues	
Investment Earnings	100,000
MAA Revenue	250,000
First 5 CA Home Visiting Coordination	875,000
CalWORKS Home Visitation Program	4,000,000
Childcare Quality Improvement: First 5 CA	980,000
Black Infant Health	540,000
Healthy Steps Expansion	940,000
Black PEARLS	700,000
Other Revenue	330,000
	25,782,419
<u>PROGRAM SERVICES</u>	
Prenatal-to-Three	
Maternal Child Health Network Hospitals	1,776,816
Maternal Child Health Network Home Visiting Services	3,821,278
CalWORKS Home Visitation Program	4,000,000
First 5 CA Home Visiting Coordination	875,000
Early Relational and Mental Health Systems	232,000
Healthy Steps Expansion	1,600,000
Other Prenatal and Pediatric Supports	2,200,240
Prenatal-to-Three Catalytic Funding	210,000
Prenatal-to-Three Program Support	1,116,566
Prenatal-to-Three Subtotal	15,831,900
Early Learning and Community Engagement	
School District Partnerships	4,182,736
Childcare Quality Improvement: First 5 CA	1,611,260
Early Learning and Community Engagement Program Support	1,152,606
Early Learning and Community Engagement Subtotal	6,946,602

First 5 Orange County Children and Families Commission

Fiscal Year 2024-2025 Proposed Budget

	24/25 Proposed Budget
Homeless Prevention	
Homeless Prevention Operational Support	430,000
Homeless Prevention Subtotal	430,000
System Building	
System Building	1,203,000
Engaged Neighborhoods	1,006,950
System Building Support, Policy, and Partnerships	1,143,001
Systems Building Subtotal	3,352,951
Performance Evaluation	
Performance Management - Data Systems Platforms	177,000
Evaluation and Performance Management Support	500,500
Performance Evaluation Subtotal	677,500
Total Program	27,238,953
Administrative Functions	
Administrative Staff Salary and Benefits	717,689
Strategic Communications	174,000
Professional and Technical Services	593,000
Office, Training & Operating Costs	660,840
Administrative Functions Subtotal	2,145,529
Fiscal Year Budget Total	29,384,482

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ____-24-C&FC

June 5, 2024

**A RESOLUTION OF THE CHILDREN AND FAMILIES
COMMISSION OF ORANGE COUNTY (1) ADOPTING THE
FISCAL YEAR 2024-2025 OPERATING BUDGET, AND (2)
CONFIRMING A 10% LIMIT ON ADMINISTRATIVE
EXPENSES**

WHEREAS, the Children and Families Act of 1998 requires the Children and Families Commission of Orange County (“Commission”) to adopt and annually review its Strategic Plan in order 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 Act requires the Commission to conduct a public hearing with respect to (1) its adoption of an Annual Operating Budget, and (2) adoption of a percentage limitation of its operating budget that may be spent on administrative functions; and

WHEREAS, at its meeting of June 5, 2024, the Commission conducted a public hearing and reviewed the following documents prepared and recommended by staff and identified in the staff report for the June 5, 2024 Commission meeting with the Attachment number set forth herein: The Annual Operating Budget for the Fiscal Year 2024-25 (Attachment 2).

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

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

Section 2 The Commission hereby adopts the Annual Operating Budget for Fiscal Year 2024-25.

Section 3 Pursuant to California Health and Safety Code Section 130140(d)(5), the Commission confirms 10% of the operating budget as the limit that may be expended on administrative functions.

Section 4 Notwithstanding the approval of the budget, no expenditures from the line item categories for grant funding for Program Services (or any subcategory within such categories) is authorized or may be approved except by subsequent action of the Board of Commissioners, no category is required to be funded at any particular level, no grant funding decisions for individual applicants or types of applicant will be made except in connection with specific grant processes, and no ceiling or floor for such categories is established by this budget.

Section 5 Approval by the Board of Commissioners is required to increase or decrease the existing total amount of budgeted appropriations, revenues, and/or reserves as adopted by the Board of Commissioners. The President/CEO, or designee, is authorized to transfer existing budgeted

appropriations mid-fiscal year between existing budget categories and accounts in order to pay for required operating expenses. In accordance with the Commission's Budgetary Control policy, the Commission renews its delegation of authority to approve budgetary transfers to the President/CEO for Fiscal Year 2024-25.

Section 6 The Clerk of the Commission shall append to this Resolution a copy of the Annual Operating Budget for Fiscal Year 2024-25 set forth in Section 2, as Exhibit A (which shall correspond to Attachment 2 of the June 5, 2024 staff report). Exhibit A is hereby fully incorporated as part of this Resolution by this reference and made a part hereof as though fully set forth herein.

Section 7 Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this resolution or any part thereof. The Commission Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

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 June 5, 2024 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: __-24-C&FC

Agenda Date: June 5, 2024

Item No. ____



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

ROBIN STEILER, Clerk of the Commission

By: _____
Deputy

EXHIBIT A TO RESOLUTION OF COMMISSION
(ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2024-2025)
(attached)



Commissioners:

Ramin Baschshi, M.D., Chair
Doug Chaffee, Vice Chair, Jackie Filbeck, Yvette Lavery
Veronica Kelley M.D., Soledad Rivera, Angie Rowe,
An Tran, Irene Salazar
CEO/President: Kimberly Goll

**Agenda Item 7
June 5, 2024**

DATE: May 23, 2024

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Adopt Resolutions Authorizing Agreements and Amendments to Agreements with Designated Organizations to Provide Consulting and Data Collection and Management Services

SUMMARY:

First 5 Orange County's core business is to allocate public funds to improve outcomes for children in Orange County. In furtherance of this goal, it is necessary to contract with evaluation, performance management and proprietary software vendors. This item requests approval of new consultant and vendor agreements, or amendments to existing agreements, for Fiscal Year 2024-2025.

DISCUSSION:

First 5 Orange County's Policy 6.1 provides that "the Commission recognizes circumstances which make a Request for Qualifications (RFQ) process unproductive, when it is generally accepted that only one provider is available or has the specific level of expertise and existing knowledge and involvement in a specific project or functional area." A summary of the expertise of each consultant falling into this category is provided below.

Salesforce (Carahsoft Technology Corporation)

In April 2020, the Board approved the design of a new contracts and data management database which enables First 5 Orange County to better measure progress toward systems change that can facilitate reporting at both programmatic and system levels. The database also provides the administrative functions of budgeting and payment and the necessary data for reporting required by the State. In Fall 2020, First 5 Orange County's High 5 contracts and data management system launched successfully.

First 5 Orange County leveraged the First 5 Alameda system at a lower cost and significantly shorter development time than building a new system. The High 5 database requires First 5 Orange County to purchase an annual license from the Salesforce data platform. It is recommended that First 5 Orange County continue to contract with Salesforce (through Carahsoft Technology Corporation).

Quorum Analytics, LLC

The Government Affairs and Partnership team's is responsible for understanding, influencing, and adapting to the political landscape. A software system that gives the Government Affairs and Partnership team the knowledge and resources they need to manage the complexities of policymaking and maintain productive relationships with policymakers and stakeholders is critical to the task. Quorum Analytics, LLC provides public affairs software for government affairs and

partnership departments, working with a wide range of clients such as Fortune 500 companies, trade associations, advocacy groups, embassies, nonprofits, and government agencies. Quorum specializes in providing comprehensive insights into legislative processes, regulatory landscapes, political trends, and tracking stakeholder relationships in one place. This system is unique in that it can integrate stakeholder management across local, state and federal levels in a singular platform. This includes both partnership and legislation tracking. Finally, Quorum offers sophisticated reporting that allows staff to customize reports to meet First 5 OC's specific needs. It is recommended that First 5 Orange County sign a contract (attachment 4) with Quorum Analytics, LLC.

Navisite LLC

Navisite was approved as First 5 Orange County's High 5 developer to leverage First 5 Alameda's High 5 system. Navisite has expertise in the Salesforce Application Suite as well as First 5 Orange County's custom solution built on the Salesforce App Cloud platform. It is recommended that First 5 Orange County continue to contract with Navisite to ensure seamless support for the implementation, ongoing managed services, and any special projects for the First 5 Orange County High 5 System.

Consistent with the prior agreement, Navisite has requested additional language be included in the Commission-approved agreement template that limits the potential damages arising out of the agreement to direct damages, and it would preclude either party from seeking incidental, consequential, special, punitive, or indirect damages or liabilities for any type of claim arising out of the contract. It further limits the amount of Navisite's liability for damages, related to any claim or action, to the aggregate fees paid by First 5 Orange County for services during the previous 12-month period. However, these liability limitations do not apply to any liability arising out of Navisite's breach of confidentiality obligations or Navisite's indemnity obligations under the Agreement. Navisite would also like to include language requiring First 5 Orange County to adhere to its Acceptable Use Policy, which can be found at the following web address: <https://www.navisite.com/about2/trust-and-transparency/>. The full text of Navisite's requested provisions are available in Attachment 2.

The Regents of the University of California on behalf of its Los Angeles campus and its Center for Healthier Children, Families and Communities

UCLA assists in the collection, analysis and reporting of Early Development Index data for the 25 school districts. This includes data use agreements with the districts, working with district Information Technology departments to access kindergarten student information that feed in to the EDI data set, supporting teacher training, collecting teacher data, and creating district and school reports for distribution after the data has been collected. In addition, UCLA works with support staff, consultants, and Engaged Neighborhood leads to analyze the data and create action plans for sharing and understanding the data. They work alongside the community through individual and group technical assistance and coaching, and leverage the collective learning from the Data Informed Futures initiative. UCLA is the only entity licensed in the United States to perform EDI collection and record analysis.

For these reasons, it is recommended that the Board authorize entering into sole source agreements with each of these consultants based upon findings that each consultant possesses the specific level of expertise, existing knowledge, and involvement in the specific project or functional areas, as discussed above.

STRATEGIC PLAN & FISCAL SUMMARY:

The proposed actions have been specifically reviewed in relation to First 5 Orange County's Strategic Plan and are consistent with its goals. Funding for the proposed actions will be included in the Proposed Fiscal Year 2024-2025 Budget.

PRIOR COMMISSION ACTIONS:

- June 2023 – Adopted resolution authorizing agreements or amendments to agreements with designated individuals and organizations to provide consultant services.
- June 2022 – Adopted resolution authorizing agreements or amendments to agreements with designated individuals and organizations to provide consultant services.

RECOMMENDED ACTIONS:

1. Adopt resolution (Attachment 1) authorizing the President/CEO, or designee, to enter into Agreement No. PS-317 with Navisite, LLC to provide implementation, special projects, and managed services for the term from July 1, 2024 to June 30, 2025 in an amount not to exceed \$105,000, and subject to the language provided in Attachment 2.
2. Adopt resolution (Attachment 3) authorizing the President/CEO, or designee, to enter into Agreement No. PS-316 with Carahsoft Technology Corporation for Salesforce platform subscription services for the term July 1, 2024 to June 30, 2025 in an amount not to exceed \$65,000.
3. Adopt resolution (Attachment 5) authorizing the President/CEO, or designee, to enter into a subscription services agreement with Quorum Analytic LLC on the form provided as Attachment 4 for the term July 1, 2024 to June 30, 2025 in an amount not to exceed \$48,000.
4. Adopt resolution (Attachment 6) authorizing the President/CEO, or designee, to enter into a First Amendment to Agreement No. PS-303 with The Regents of the University of California on behalf of its Los Angeles campus and its Center for Healthier Children, Families and Communities to add \$156,531 (for a total maximum obligation of \$226,531) and extend the term for an additional 36 months for a new term of July 1, 2022 to June 30, 2027.

ATTACHMENTS:

1. Resolution (Navisite)
2. Navisite Proposed Limitation of Liability Language
3. Resolution (Carahsoft)
4. Quorum Analytics Standard Subscription Agreement
5. Resolution (Quorum)
6. Resolution (The Regents of the University of California on behalf of its Los Angeles campus and its Center for Healthier Children, Families and Communities)

CONTACT: Kimberly Goll / Michael Garcell

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ____-24-C&FC

June 5, 2024

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY DIRECTING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENT NO. PS-317 WITH NAVISITE, LLC TO PROVIDE IMPLEMENTATION, SPECIAL PROJECTS, AND MANAGED SERVICES; AND AUTHORIZING APPROVAL AND EXECUTION OF SUCH AMENDMENT 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 President/CEO and Commission Counsel have prepared standard form agreements, which were approved by the Commission; and

WHEREAS, Commission desires to enter into Agreement No. PS-317(hereinafter referred to as the “Agreement”) with Navisite, LLC (hereinafter referred to as “Contractor”), for implementation, special projects, and managed services for the terms, in the amounts, and on the conditions as described in in the staff report, and applicable attachments, for this June 5, 2024 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 Amendment 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 Amendment with the Contractor.

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 agreements, subject to minor, non-substantive revisions (unless otherwise approved by Commission in the Agenda Item) or as otherwise required to comply with external funding sources. The Agreement 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 amendments; (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such Amendment(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such Amendment(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 June 5, 2024 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: __-24-C&FC

Agenda Date: June 5, 2024

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 Agreement)

Navisite Proposed Limitation of Liability Language

1. **LIMITATION ON LIABILITY**

NEITHER PARTY SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LIABILITIES, INCLUDING WITHOUT LIMITATION SUCH DAMAGES OR LIABILITIES FOR LOSS OF REVENUE, LOSS OF BUSINESS, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, WORK DELAYS, LOSS OF PROFITS, OR COST OF CAPITAL, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR OTHERWISE, EVEN IF A PARTY HERETO HAS BEEN ADVISED, KNOWS, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT NO LIMITATION SHALL APPLY TO PROFESSIONAL'S LIABILITY, IF ANY, FOR A BREACH OF ITS CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS HEREUNDER.

EXCEPT WITH RESPECT TO THE NAVISITE'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS AND ITS INDEMNITY OBLIGATIONS, NAVISITE'S LIABILITY FOR DAMAGES TO THE COMMISSION FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SHALL NOT EXCEED THE AGGREGATE FEES PAID BY COMMISSION FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE COMMISSION'S CLAIM.

2. **COMMISSION REPRESENTATION AND WARRANTY**

COMMISSION represents and warrants that it shall comply with NAVISITE'S Acceptable Use Policy, as it can be found at: <https://www.navisite.com/about2/trust-and-transparency/>.

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ____-24-C&FC

June 5, 2024

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY DIRECTING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENT NO. PS-316 WITH CARAHSOFT TECHNOLOGY CORPORATION FOR SALESFORCE PLATFORM SUBSCRIPTION SERVICES; AND AUTHORIZING APPROVAL AND EXECUTION OF SUCH AMENDMENT 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 President/CEO and Commission Counsel have prepared standard form agreements, which were approved by the Commission; and

WHEREAS, Commission desires to enter into Agreement No. PS-316 (hereinafter referred to as the “Agreement”) with Carahsoft Technology Corporation (hereinafter referred to as “Contractor”), for Salesforce platform subscription services for the terms, in the amounts, and on the conditions as described in the staff report, and applicable attachments, for this June 5, 2024 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 Amendment 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 Amendment with the Contractor.

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 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 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 amendments; (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such Amendment(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such Amendment(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 June 5, 2024 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: __-24-C&FC

Agenda Date: June 5, 2024

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 Agreement)

Quorum Subscription Agreement

This Subscription Agreement, together with any ordering document that refers to or incorporates it, any exhibits, schedules, or statements of work that refer to, incorporate, or are attached to it form the collective “Agreement” between the entity stated in the applicable ordering document, which may be a Sales Order or Order Form (“Client”), and Quorum Analytics, LLC, a Delaware limited liability company doing business at 1 Thomas Circle NW, 6th Floor, Washington, DC 20005, together with its Affiliates. Unless otherwise indicated, the earlier of the Start Date listed on the applicable ordering document (hereinafter, the “Order”), the date the Order is executed by both parties, or the date this Subscription Agreement is fully executed by the parties is the Effective Date of the Agreement.

The Agreement governs (i) Client’s use of the System; (ii) Client’s access to and use of Quorum Content, including Baseline Data, Derived Analytics, and other System Output; and (iii) Quorum’s use of Client’s Submitted Content.

1. **Quorum System.** Quorum provides a suite of public affairs tools via one continuous online platform. The Order Form determines which products are included in this Agreement. Quorum’s standalone products include:
 - 1.1. **Quorum Federal:** provides Clients access to the world’s most comprehensive database of legislative information and includes the ability to track legislation and social media, analytics on legislators, contact information for legislative staff, and outreach tools to log meetings with legislators in addition to Quorum Outbox for sending mass emails. The “System” for Quorum Federal consists of Baseline Data, Derived Analytics, Official Contact Information, Outbox.
 - 1.2. **Quorum State:** enables Clients to track and manage legislation across all 50 states in addition to contact information and social media feeds of legislators, analytics on their relationships, and the ability to log meetings and send mass email through Outbox. The “System” for Quorum State consists of Baseline Data, Derived Analytics, Official Contact Information, Outbox.
 - 1.3. **Quorum Local:** is social media tracking of city and county officials Facebook and Twitter pages as well as Official Contact Information and, for some jurisdictions and users, local meeting agendas. It also includes the ability to log meetings and send mass email through Outbox. The “System” for Quorum Local consists of Baseline Data, Derived Analytics, Official Contact Information, Outbox.
 - 1.4. **Quorum Grassroots:** provides tools for Clients’ advocates to learn about issues, register to take action, and contact their legislators by email, phone, or twitter. Quorum Grassroots also includes the ability to upload and store a database of advocates and e-mail them action alerts. The “System” for Quorum Grassroots consists of Quorum Action Center, Outbox, Custom Contact Database.
 - 1.5. **Quorum Stakeholder:** enables Clients to upload and store contact information of stakeholders, track interactions with Custom Contacts, and send e- mails updating Custom Contacts from key events. Quorum Stakeholder t also includes the ability for stakeholders to log meetings and register for events (collectively, “Stakeholder Engagement Tools”). The “System” for Quorum Stakeholder consists of Stakeholder Engagement Tools, Outbox, and Custom Contact Database.

- 1.6. **Quorum News Monitoring:** enables Clients to track and monitor content from news publications as well as interact with news data in Quorum's tools. The "System" for Quorum News Monitoring consists of News Content and Derived Analytics.
- 1.7. **Quorum EU for US Customers:** provides Clients access to the world's most comprehensive database of legislative information and includes the ability to track legislative information and social media, analytics on government officials, contact information for government official staff, and outreach tools to log meetings with government officials in addition to Quorum Outbox for sending mass emails. The "System" for Quorum EU for US Customers consists of Baseline Data, Derived Analytics, Official Contact Information, Outbox.
- 1.8. **Quorum EU-Standard:** provides Clients access to the world's most comprehensive database of legislative information and includes the ability to track legislation and social media, analytics on officials, contact information for officials, and outreach tools to log meetings with officials in addition to Quorum Outbox for sending mass emails. The "System" for Quorum EU consists of Baseline Data, Derived Analytics, Official Contact Information, Outbox.
- 1.9. **Quorum International:** is social media tracking of international officials Facebook and Twitter pages as well as Official Contact Information and the ability to log meetings and send mass email through Outbox. The "System" for Quorum International consists of Baseline Data, Official Contact Information, Outbox.
- 1.10. **Quorum Communications:** provides Clients with news sources as well as the contact information for journalists and other news author sources (collectively, "News Contact Information"). The "System" for Quorum Communications consists of News Content, News Contact Information, Outbox, and Derived Analytics.
- 1.11. **PAC Classic:** provides Clients functionality to solicit, process, and track political contributions from stakeholders, track PAC disbursements, and file required statements with the FEC and state authorities. The "System" for PAC Classic consists of Custom Contacts, Official Contact Information, Outbox, Payment Processing, and Derived Analytics. PAC Classic is provided on a legacy platform outside of quorum.us.
- 1.12. **Quorum PAC:** provides Clients functionality to solicit, process, and track political contributions from stakeholders and file required statements with the FEC. The "System" for Quorum PAC consists of Custom Contact Database, Official Contact Information, Outbox, and Derived Analytics.
- 1.13. **Capitol Canary (Phone2Action) Advocacy:** provides Clients tools to reach advocates, encourage them to participate in campaigns, and track their actions. The "System" for Capitol Canary (Phone2Action) Advocacy consists of Custom Contact Database, Hosted Applications, and Emailer. Advocacy products are provided through phone2action.com.
- 1.14. **Capitol Canary Federal, State, and Local Intelligence:** provides Clients access to basic legislative tracking and official information as well as donor contribution information and school board information. The "System" for Intelligence products consists of Baseline Data. Intelligence products are provided through govpredict.com.

- 1.15. **Capitol Canary (KnowWho) Contact Directories:** provides comprehensive up-to-date contact, biographical, and professional information for federal, state, and local U.S. officials and their staffers. The “System” for Contact Directories consists of Baseline Data, Official Contract Information, and to the extent reflected on an Order, Salesforce Applications. Contact Directories are provided through Salesforce.com and knowwho.com.
2. **Access To Quorum.** Quorum will issue a user name and password (“**Client Access Credentials**”) to each Client user (“User”) up to the number of users included in the User Cap and the Team Name in the Quorum Order Form. Only one User may access the System using each individual set of Client Access Credentials. Additionally, stakeholders, supporters, or advocates who enter information into the System using Stakeholder Engagement Tools, Quorum Action Center, or Hosted Applications (collectively, “Supporters”) will each be considered an “Authorized User.” Client remains responsible for the use of the System and any Quorum Content obtained by any Authorized User. Client shall not permit any third parties or individuals who are not Users to access the System using Client Access Credentials. Client will notify Quorum upon discovery or suspicion of unauthorized use of its Client Access Credentials or inappropriate use of the Quorum Analytics System. Unless Client notifies Quorum of unauthorized use, Client remains responsible for any use of the Quorum System using its Client Access Credentials and by its Users and Authorized Users.
 - 2.1. **Authorized User Access Subject to Privacy Policy and Terms of Use.** Client’s provision of access to the System to its Supporters is subject to the following restrictions: Authorized Users must use the System in accordance with any posted privacy policy or terms of use included or displayed with the tool such Authorized User used to gain access to the System. Client is responsible for ensuring that its Authorized Users and Supporters are in full compliance with all relevant terms of this Agreement and any failure to comply will constitute a material breach of this Agreement by Client.
 - 2.2. **Access Subject to GDPR Addendum.** If the Order includes any Users included in the Team Name who are based in the EU and subject to the requirements of GDPR, or the Client adds any Custom Contacts who are covered data subjects under GDPR, Client shall be entitled to use Quorum subject to the terms of the GDPR Addendum to this Agreement.
 - 2.3. **Access to Quorum News Monitoring.** If the Order includes access to Quorum News Monitoring, Client acknowledges and agrees to use the News Content subject to the terms of the LN Subscription Agreement Addendum to this Agreement.
 - 2.4. **Access to YouTube content.** By accessing the Quorum System, which includes data and content from YouTube, using Client Access Credentials, Client agrees to be bound by the YouTube Terms of Service at <https://www.youtube.com/t/terms>.
 - 2.5. **Access to Payment Processing.** If the Order includes products that provide Payment Processing, Client’s use of Payment Processing requires Client to directly arrange for Paypal Payflow Gateway Services or other mutually agreed-upon third-party payment provider.
 - 2.6. **Prohibited Use.** Client acknowledges that Quorum and the Quorum Analytics System is not intended to meet the requirements of the Health Information Portability and Accountability Act (“HIPAA”) related to Personal Health Information (“PHI”), and

Quorum is not a Business Associate. The submission of any information subject to these requirements will be a Prohibited Use. Additionally, it is a Prohibited Use to use the System to benefit any state sponsors of terrorism as determined by the U.S. government; to advocate for the violent overthrow of the U. S. government (or state or local government) in violation of 42 U.S.C. Sec. 2385; to promote or advocate for violence against any person or group of people; to benefit or promote any organization that has been publicly designated by the U.S. government as an organization promoting or committing hate crimes; to advocate or promote fighting words that incite others to inflict injury or commit violence.; or to use the System in a defamatory or obscene manner.

3. **Privacy and Security.**

- 3.1. Quorum is committed to maintaining the privacy of Client's Personally Identifiable Information and Client Data. Quorum has put in place security systems designed to prevent unauthorized access to or disclosure of Personally Identifiable Information and Client Data Client and Client's Users and Authorized Users provide to Quorum, and takes commercially reasonable steps to secure and safeguard this information. Quorum takes steps to require that its Affiliates' and Site Vendors' security policies are at least as protective of Client's information as this Agreement. Without limiting the foregoing, Quorum shall implement and maintain a written information security program that incorporates administrative, technical, and physical safeguards that ensure the security, confidentiality, and integrity of Client Data and which program is in compliance with applicable laws, rules, regulations and guidance pertaining to privacy, data processing, data protection, data security, encryption, or confidentiality. Such safeguards will be commensurate with the type and amount of Client Data being processed by Quorum, having regard to the state of art and industry standards, and should, at a minimum, protect Client Data against reasonably anticipated threats or hazards, including, without limitation, from unauthorized access, loss, destruction, use, modification, or disclosure. Moreover, Quorum provides access to its databases containing Personally Identifiable Information and Confidential Information on a need-to-know basis only.
- 3.2. Quorum shall ensure that its employees, subcontractors, and agents with access to Client Data are advised of and comply with Quorum's written information security program and trained regarding the handling of Client Data in accordance with such program.
- 3.3. Without limitation to any other obligation, Quorum shall encrypt Client Data when appropriate and, in any case, (i) at rest and when transferred, communicated, or otherwise transmitted electronically outside any Quorum tool or platform (e.g., outside the Quorum Analytics System); (ii) in connection with remote access connectivity involving Client Data; (iii) to the extent any portable devices are used to process Client Data; and (iv) in any circumstances required under applicable law. For purposes of this requirement, encryption shall mean "the transformation of data through the use of an algorithmic process into a form in which there is a low probability of assigning meaning without use of a confidential process or key, or securing the information by another method that renders the data elements unreadable or unusable."
- 3.4. **GDPR Addendum.** In addition to this Section 3, for those Clients whose information is subject to the jurisdiction of the European Union and includes Personally Identifiable Information, such information will also be governed by the provisions of the GDPR Addendum included in this Agreement.

4. **Confidentiality.**

- 4.1. **“Confidential Information”** means information disclosed by one party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. The System is the Confidential Information of Quorum. Client Confidential Information includes all information Client and Client’s Authorized Users upload into the System including Submitted Content and Custom Contacts.
- 4.2. **Protections.** Each party will: (a) protect the other party’s Confidential Information to which it has been granted access with the same standard of care it uses to protect its own Confidential Information and in no event less than reasonable care; and (b) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential in a manner compliant with this section. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this section.
- 4.3. **Exceptions.** Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party without an obligation to maintain the information as confidential.
- 4.4. **Required Disclosure.** Each party may disclose the other party’s Confidential Information when it is required to be disclosed by law, provided that the disclosing party is, where legally permitted, notified in advance, and otherwise promptly notified once legally permitted, by the recipient in order to provide the disclosing party an opportunity to seek a protective order or other relief.

5. **License Grant & Restrictions.**

- 5.1. **Quorum’s Grant of Rights to Client.** Subject to the terms and conditions of this Agreement, Quorum hereby grants to Client, under Quorum’s intellectual property rights, a limited non-exclusive, non-transferable, worldwide right (i) to access and use the System for internal business purposes, and (ii) to access, copy, and publicly display Baseline Data, Derived Analytics, and other System Output, provided that Client is in compliance with the restrictions set forth in Section 5.6 (Restrictions). Clients may not publicly display Official Contact Information or News Content. Client may make the System available to one or more Client Affiliates if expressly permitted to do so in the Order. Client agrees that it shall be responsible and liable for any Client Affiliate’s access to and use of the System. Client Affiliate shall be entitled to use the System subject to the terms of this Agreement.
- 5.2. **Quorum’s Grant of Rights to Client for Quorum Grassroots, Stakeholder Engagement Tools, or Capitol Canary (Phone2Action) Advocacy,** . Subject to the terms and conditions of this Agreement and the inclusion of Quorum Grassroots, Quorum Stakeholder, PAC Classic, Quorum PAC, or Capitol Canary (Phone2Action) Advocacy on the Order, Quorum hereby grants to Client, under Quorum’s intellectual property rights, a limited non-exclusive, non-transferable, worldwide right to access and

use the Quorum System and publicly display the Quorum Action Center, Stakeholder Engagement Tools, or Hosted Applications via iFrame or substantially similar means on Client's website. The Client is also granted a limited non-exclusive, non-transferable, worldwide right to display the Hosted Applications, Action Center, or Stakeholder Engagement Tools on third party websites on the condition that the applicable tools are branded as being the Client's and not those of a third party.

- 5.3. **Client's Grant of Rights to Quorum.** By running queries and uploading or otherwise inputting Submitted Content into the System, Client grants to Quorum a royalty-free, non-exclusive, worldwide license, under Client's intellectual property rights, to use, copy, reformat, index, aggregate, modify, display, and distribute Client's Submitted Content and Client Data, solely for purposes of providing the System and services to Client. Additionally, Client grants Quorum a royalty-free, non-exclusive, worldwide license, under Client's intellectual property rights, to use Submitted Content and Client Data to create, generate, and derive information about Client's Authorized Users' use of the System ("Usage Data"). Quorum may use and disclose Usage Data for its internal business purposes to (i) monitor, enhance, and improve its products and services and (ii) provide customer success, customer support, and customer account executive services to its clients including Client. Additionally, Quorum may aggregate, analyze, and derive anonymized statistical information from Usage Data ("Anonymized Data"). Such Anonymized Data may be publicly disclosed and distributed so long as Client's or its Authorized Users' identity cannot reasonably be publicly determined from the Anonymized Data and so long as the substance of Submitted Content is never publicly disclosed.
- 5.4. **Trademark Grant From Client.** During the Term, Client hereby grants to Quorum the nonexclusive, nontransferable, royalty-free right and license to use and display the Client trademarks and logos as provided by Client to Quorum solely in conjunction with providing the Action Center, printed/PDF'd reports or other documents generated by Client using the System, and any emails sent by Client via the Outbox, in each case branded with such Client trademarks. Such Client trademarks are and shall remain the property of Client and no rights to Client trademarks are granted to Quorum other than those expressly provided herein. Quorum agrees to use and display the Client trademarks only in accordance with Client's specifications and approvals without any modifications, additions or deletions. To preserve the quality, integrity, and goodwill associated with the Client trademarks, Quorum agrees to cease use of the Client trademarks promptly upon Client's request, for whatever reason; provided, however, that Client shall allow a lead-time for such cessation in use that is reasonable in relation to the cause for Client's request.
- 5.5. **Quorum Intellectual Property; Ownership; Reservation of Rights.** Client acknowledges that the System and Quorum Content and all intellectual property rights embodied in the foregoing are and will remain the property of Quorum and its licensors. Client will have no right, title or interest in or to the System or Quorum Content, except those rights expressly granted to Client by Quorum pursuant to this Agreement. There shall be no licenses or rights implied under this Agreement, based on any course of conduct, or other construction or interpretation thereof. All rights and licenses not expressly granted are reserved by Quorum.
- 5.6. **Restrictions.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, CLIENT AGREES NOT TO (i) DUPLICATE, PUBLISH, DISPLAY, DISTRIBUTE, MODIFY, OR CREATE DERIVATIVE WORKS FROM THE SYSTEM; (ii) REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, OR OTHERWISE SEEK TO DISCOVER THE

SOURCE CODE OF THE QUORUM ANALYTICS SYSTEM; (iii) COPY OR REDISTRIBUTE THE QUORUM CONTENT OR THE OUTPUT OR OTHER FUNCTIONALITY OF THE QUORUM SYSTEM IN ANY MANNER THAT IS COMPETITIVE WITH THE QUORUM SYSTEM OR USE THE SYSTEM TO DEVELOP A COMPETING PRODUCT OR SERVICE; (iv) REMOVE ANY COPYRIGHT, TRADEMARK, PROPRIETARY RIGHTS, DISCLAIMER, OR WARNING NOTICE OR ANY OTHER NOTICE OR LEGEND INCLUDED OR EMBEDDED IN ANY PART OF THE SYSTEM; OR (v) ENGAGE IN ANY PROHIBITED USE OF THE SYSTEM AS DEFINED IN SECTION 3.

- 5.7. **Publicity.** Client grants to Quorum the right to use Client's name, logo and/or other marks for the sole purpose of identifying Client as a user of the Quorum Analytics System. No compensation will be paid with respect to Quorum's use of Client's name and/or trademarks under this grant.

6. **Compliance with Laws.**

- 6.1. **General Laws:** Client shall only use the System in compliance with generally accepted Internet practices and in compliance with all laws whose jurisdiction and subject matter are applicable to Client's use of the System, including without limitation, the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), the US Copyright Act (17 U.S.C. § 101 et seq.), US export control laws, and such other laws as may be applicable to the Client Data and Client's use of the System. These laws include, where appropriate, any non-US laws applicable to Client's Data and its use of the System, or the same by any Client Affiliate.

- 6.2. **Texting:** Client shall only use Quorum's texting features in compliance with generally accepted Internet practices and in compliance with all applicable laws and regulations whose jurisdiction and subject matter are applicable to Client's use of phone numbers and texting, including without limitation, the Telephone Consumer Protection Act and the Federal Communication Commission's TCPA Declaratory Ruling and Order. Further, Client agrees to only use Quorum's texting features in accordance with the then-current messaging principles and best practices published by CTIA – The Wireless Association, as published on its website available at ctia.org/positions/messaging.

7. **Payment Terms.** During the Term of this Agreement, Client shall pay to Quorum an annual fee (the "**Subscription Fee**"), as set forth in the Order provided by Quorum, which is attached and incorporated by reference herein. This fee is non-refundable and is exclusive of all federal, state and local and foreign taxes, levies assessments and withholdings. Client shall bear and be responsible for all such taxes, levies and assessments arising out of this Agreement, excluding only any tax based on Quorum's net income. The failure to make a payment in the time period indicated on an Order is a material breach of this Agreement, and Quorum may suspend Client's access to the System for nonpayment of any undisputed amounts.

8. **Service Levels and Support.** Quorum will use commercially reasonable efforts to maintain availability of the Quorum System at all times, and will provide support during business hours of 9:00am to 6:00pm Eastern Standard Time. If Client experiences performance issues, Client may contact Quorum as provided in Section 17 (Contact Information) or using the Live Chat function in the System if available and Quorum will use commercially reasonable efforts to (i) respond to the request for support, and (ii)

provide a resolution. By providing any information, comments, or feedback about the System (collectively, "Feedback"), Client grants Quorum, without charge, the right to use, share, and commercialize such Feedback in any way and for any purpose; provided that nothing in this grant will be deemed to grant Quorum a license to any of Client's Confidential Information, patents, or copyrights, absent an express written grant. All Feedback provided by Client is provided as-is without any express or implied warranties.

9. **Monitoring; Revocation or Suspension of Use Privileges.** Subject to Section 4 (Confidentiality), Quorum reserves the right at any time to (i) monitor Client's use of the System, and (ii) terminate or suspend use of some or all of the System if Client engages in activities that Quorum concludes, in its discretion, harm the functionality of the System, violate applicable law, or are a Prohibited Use.
10. **Term and Termination.** The "Term" of the Agreement shall commence on the Effective Date and continue for the duration of Client's paid subscription to the End Date listed on the Order unless Client's account is terminated earlier by either party as provided herein, or renewed. The Start Date and End Date listed will be considered an initial subscription term for the Order. Thereafter, the Order will automatically renew for successive periods of time the same length as the immediately preceding term, each a renewal term. The pricing for a renewal term, unless otherwise reflected on an Order executed by both parties and applicable to the renewal term, will be the price paid in the immediately preceding term, plus: for a one-year renewal term, the greater of CPI or six and one half percent (6.5%), applied annually; for a two-year renewal term, the greater of 75% of CPI or four and a half percent (4.5%), applied annually; and for a three-year or longer renewal term, the greater of CPI or three percent (3%), applied annually; except that if an Order contains language specifying any one-time discounts, instead of the preceding price paid, the greater of the listed percentages or the then-current commercial list price for the previously discounted product(s) may be applied. Successive renewal terms will continue automatically unless and until the Client provides written notice of its intent to terminate its subscription at least sixty (60) days prior to the first day of the renewal term. In the event that either of the parties is in material breach of any obligation under this Agreement or an Order, the non-breaching party may terminate this Agreement or an Order for cause upon written notice after first: (i) providing the other party with written notice of the breach (a "Notice of Breach") and (ii) providing thereafter a thirty (30) day opportunity to cure beginning on the date of receipt by the alleged breaching party of the Notice of Breach. In the event that Quorum provides notice of Client's material breach of the Agreement, Quorum may suspend access to the System for Client's Authorized Users until the breach is cured. Upon termination of this Agreement or an Order, Client shall promptly discontinue any and all applicable use of the Quorum Analytics System and shall promptly pay all amounts due under the Agreement or Order. All terms and provisions under this Agreement that should by their nature survive the termination of this Agreement or any Order will so survive.
- 10.1. **Handling of Client Data Upon Termination.** Upon termination, Client shall be entitled to obtain its Client Data in a format provided by Quorum at no additional charge for a period of thirty (30) days after termination by submitting a request to Quorum in writing. Depending on the size of the Client Data, Quorum will either post a link allowing Client to download the Client Data or work with Client to deliver the Client Data on other digital media or by an automated data feed. Except as set forth above, Quorum shall have no other obligation to save Client Data or to send Client Data to Client. In the event the Client fails to pay undisputed invoices, Quorum shall not be obligated to retrieve Client Data unless in conjunction with Client's payment of any undisputed

amounts. Client agrees and acknowledges that Quorum has no obligation to retain Client Data and that such Client Data will be irretrievably deleted (or otherwise disabled) after the thirty (30) day period following termination.

11. **Representations and Warranties.** Each party represents and warrants that (i) it has the necessary and full right, power, authority and capacity to enter into this Agreement and to perform its obligations hereunder; (ii) it will comply with all laws and regulations applicable to its provision, or use, of the Quorum Analytics System, as applicable; (iii) it owns or controls the rights granted or licensed to the other party herein; and (iv) that the execution and performance of its obligations under this Agreement will not violate any known rights of any third party, any contractual commitments, or any applicable federal or state law or regulation.

Client represents and warrants that (i) it has not falsely identified itself nor provided any false information to gain access to the Quorum Analytics System and that its billing information is correct, and (ii) the Submitted Content it submits to the System will not contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

12. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, QUORUM AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE QUORUM ANALYTICS SYSTEM OR ANY DERIVED ANALYTICS. QUORUM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE QUORUM ANALYTICS SYSTEM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE QUORUM ANALYTICS SYSTEM WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (C) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE QUORUM ANALYTICS SYSTEM WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (D) ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) THE SYSTEM OR THE SERVER(S) THAT MAKE THE QUORUM ANALYTICS SYSTEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE QUORUM ANALYTICS SYSTEM IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY QUORUM AND ITS LICENSORS.

13. **Limitation of Liability.** EXCEPT WITH RESPECT TO BREACHES OF SECTION 5 (LICENSE GRANT & RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CLIENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS ALLEGEDLY GIVING RISE TO A CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES EXCEPT DIRECT DAMAGES, OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY RELATED TO THE

QUORUM ANALYTICS SYSTEM INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE THE SYSTEM OR ANY CONTENT OBTAINED THROUGH THE SYSTEM, ANY INTERRUPTION IN ACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE QUORUM ANALYTICS SYSTEM, EVEN IF THE PARTY FROM WHICH DAMAGES ARE SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in Section 12 and 13 form an essential basis of this Agreement, and that, absent these disclaimers, exclusions and limitations of liability, the terms of this Agreement, including, the economic terms, would be substantially different.

14. Indemnification.

- 14.1. **Quorum Indemnification Obligations.** Quorum shall indemnify, defend, and hold Client and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with a claim alleging that the Quorum Services or System knowingly infringe the intellectual property rights of a third party, provided that Client (a) promptly gives written notice of the claim to Quorum; (b) gives Quorum sole control of the defense and settlement of the claim (provided that Quorum may not settle or defend any claim unless it unconditionally releases Client of all liability); (c) provide to Quorum all available information and assistance; and (d) have not compromised or settled such claim. Such indemnification is subject to the Limit of Liability in Section 13 except that the amount of any governmental fine or penalty will not count towards the aggregate dollar limit. Notwithstanding the foregoing, in no event shall Quorum have any obligations or liability under this section arising from any Submitted Content provided by Client's Authorized Users.
- 14.2. **Client Indemnification Obligations.** Client shall indemnify, defend, and hold Quorum and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (i) Client's material breach of its obligations under this Agreement; (ii) Client's Prohibited Use of the System; or (iii) any dispute between Client and Client's Supporters or Custom Contacts. Such indemnification is subject to the Limit of Liability in Section 13 except that the amount of any governmental fine or penalty will not count towards the aggregate dollar limit.
15. **Assignment.** Neither party may assign its rights or obligations arising out of this Agreement without the other party's prior written consent; provided that no prior consent is required in the event that Quorum participates in a corporate reorganization, merger, or consolidation or is the subject of a purchase of all, or substantially all, of its assets or capital stock for the entire organization or a specific business line.
16. **General.** This Agreement shall be governed in all respects by the laws of the State of Delaware without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of Delaware. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Where there is a conflict or inconsistency between the terms and conditions of this Agreement and an Order Form incorporated by reference, the terms of the incorporated Order Form will control and take precedence. Headings are for reference purposes only and in no way

define, limit, construe, or describe the scope or extent of such section. Either Party's failure to act with respect to a breach by the other Party or any third party does not waive its right to act with respect to subsequent or similar breaches. This Agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Quorum and Client with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral. This Agreement and the terms and conditions contained herein take precedence over any additional, inconsistent, or conflicting terms contained in a purchase order or order acceptance, warranty statement, other similar documentation provided by Client unless such terms are explicitly acknowledged by reference in this Agreement or signed by both parties. Quorum further reserves the rights to modify the terms and conditions of this Agreement by posting a revised version online, which shall be applicable to all Order Forms that incorporate the terms by reference to the posted terms and have both a Start Date on or after February 1, 2021 and are executed by the Client on or after February 1, 2021.

17. **Contact Information.** Written notice under this Agreement may be provided in hard copy by express service or first-class mail or emailed to the following locations:
 - 17.1. Quorum may be contacted at the billing address listed in the Preamble, or by email at support@quorum.us, or, if applicable, the email address for the customer success representative assigned to the Client. The Client may be contacted at the mailing address and email address indicated on the Order Form, or at the email address of the Client team member who is the primary contact with Quorum.
18. **Definitions.** Capitalized terms have the meanings set out below. Other capitalized terms are defined in the context in which they are used:
 - 18.1. **Affiliate** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a Party (as the context allows), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. A Client Affiliate is any Affiliate of Client. Quorum's Affiliates include Quorum BVBA, having its registered office at 1000 Brussels, Rue du Luxembourg 22 and registered with the Register of Legal Entities under the number 0682.709.853 ("**QAB**").
 - 18.2. **Baseline Data.** The term "Baseline Data" means information collected by or input into the System concerning legislators, government employees, legislation, legislative activity such as meetings and agendas, and social media content. The term "Baseline Data" includes information concerning some or all of the following: (i) Bills, including text, amendments, floor votes, and tracking information; (ii) Statutes, including text, amendments, votes for, votes against, and other voting information; (iii) voting histories for Legislators; (iv) sponsorship information concerning Legislators; (v) a Legislator's name, status, chamber, committee membership, and position; (vi) a Legislator's election records, campaign finance records, and financial disclosures; (vii) travel records, census data, salaries, gifts and earmarks, social media links (including but not limited to Twitter feeds, Facebook posts, and associated data and statistics); (viii) U.S. Census Bureau data; (ix) Congressional Research Service data, including bill categories and summaries; (x) press releases; (xi) public emails; (xii) interest group ratings; (xiii) constituent comments and organization endorsements from the POPVOX constituent comment platform; and (xiv) other associated information. Baseline Data does not include Official Contact

Information.

- 18.3. **Client.** The term “Client” means an individual or business who has registered with Quorum to use the System.
- 18.4. **Affiliate** means an entity that directly or indirectly controls, is controlled by, or is under common control with the relevant entity. Quorum’s Affiliates include Phone2Action, Inc., GovPredict Inc., KnowWho, LLC, and Quorum Analytics Belgium BV.
- 18.5. **Client Access Credentials.** The term “Client Access Credentials” has the meaning provided in Section 2 (Access to Quorum).
- 18.6. **Client Data.** Client Data includes Submitted Content and information, data, and other content, in any form or medium, that is about Client’s business and is provided to Quorum by Client, Client’s Authorized Users, or on Client’s behalf, including the Personally Identifiable Information of Authorized Users and Custom Contacts.
- 18.7. **Confidential Information.** The term “Confidential Information” has the meaning set forth in Section 4.1.
- 18.8. **CPI** is the Consumer Price Index as reported by the U.S. Bureau of Labor Statistics, for the 12-month average of the Consumer Price Index for All Urban Consumers, selected categories, not seasonally adjusted, as reported on <https://www.bls.gov/cpi/>, reviewed on either a quarterly or bi-annual basis for subscriptions automatically renewing in the next quarter or half year.
- 18.9. **Custom Contacts Database.** The term “Custom Contacts Database” means the Quorum tool that enables Clients to manage a database of contact information of individuals added to the System by Client’s Users and Authorized Users (“Custom Contacts”) to log meetings and interactions with such Custom Contacts. Custom Contacts are considered Confidential Information of the Client.
- 18.10. **Data Security Breach.** The term “Data Security Breach” means, in connection with the System, (i) the loss or misuse (by any means) of Client Data; (ii) the unlawful disclosure, access, use, or other processing of Client Data; or (iii) an unauthorized disclosure, access, use, or other processing that poses a material risk for damages to Client as reasonably determined by Quorum.
- 18.11. **Derived Analytics.** The term “Derived Analytics” means analytics resulting from application of the Quorum software, algorithms and tools to the then-current Baseline Data.
- 18.12. **Emailer.** The term “Emailer” means the bulk email tool that allows Clients to send personalized emails using the Advocacy products.
- 18.13. **Hosted Applications.** The term “Hosted Applications” means tools for the Capitol Canary (Phone2Action) Advocacy products consisting of a Quorum-hosted interface to display information or content on a website owned or controlled by Client.

- 18.14. **Microsite / Iframe.** The terms “Microsite” and “Iframe” mean Quorum tools, when used in conjunction with each other, that enable Clients to imbed a Quorum widget on the Client website to allow third parties to either take action or log a meeting.
- 18.15. **News Contact Information.** The term “News Contact Information” refers to the contact and other demographic information for journalists and other news source authors included with Quorum Communications.
- 18.16. **News Content.** The term “News Content” refers to the news media content accessed in the Quorum News Monitoring product.
- 18.17. **Official Contact Information.** The term “Official Contact Information” means a Legislator’s and his or her staff members’ contact information including title, issues, email address and phone number.
- 18.18. **Outbox.** The term “Outbox” means the Quorum bulk email tool that enables Clients to send personalized emails through the Quorum Analytics System for products hosted at quorum.us.
- 18.19. **Payment Processing.** The term “Payment Processing” means the functionality to process payments through the System as integrated with Paypal Payflow Gateway.
- 18.20. **Personally Identifiable Information.** The term “Personally Identifiable Information” means a natural person’s name, address, telephone number, email address, financial account number, government-issued identifier, employer, or other data that directly identifies or that can be used to directly contact or precisely locate such natural person.
- 18.21. **Quorum Action Center** means a tool providing the functionality to coordinate and implement campaigns involving Client stakeholders including information that can be displayed on an external website about a campaign with functionality to permit stakeholders to direct communication to legislators.
- 18.22. **Quorum Analytics System or System.** The term “Quorum Analytics System” or “System” means the (i) the products and services subscribed to by Client pursuant to a fully executed or accepted Order.
- 18.23. **Quorum Content.** The term “Quorum Content” means the information obtained through the System, including information, data, statistics, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property owned by Quorum or its licensors and made available to Client through the System and Services. Baseline Data and Derived Analytics are Quorum Content.
- 18.24. **Site Vendors.** The term “Site Vendors” means third party service providers contracted by Quorum to perform functions on our behalf, such as hosting or maintaining the System, providing services related to the System, collecting information, responding to and sending electronic mail, or other functions necessary to our business.
- 18.25. **Submitted Content.** The term “Submitted Content” includes any information

uploaded to the System by Client and Client's Authorized Users of the System. Submitted Content is considered Confidential Information of the Client.

- 18.26. **System Output.** The term "System Output" means information displayed or downloaded from the System, which includes Baseline Data, the results of applying Derived Analytics to Baseline Data, and the result of the Quorum System's tools being applied to Submitted Content from the Client.

LN Subscription Agreement Addendum

Subscriber agrees that all access to and use of content made available by LexisNexis, a division of RELX Inc. ("LexisNexis"), through (or in connection with) Quorum shall be provided for media monitoring and evaluation purposes only and is subject to any executed Master Agreement or other agreement by and between LexisNexis and Subscriber, or in the absence of such executed agreement, the terms and conditions provided in the General Terms and Conditions for Use of the LexisNexis Services (and updates thereof) available online at www.lexisnexis.com/terms/general (the "General Terms"). Subscriber further agrees that the General Terms (or other executed agreement) constitute and form a separate binding agreement between LexisNexis and Subscriber and that LexisNexis has the right to assert and enforce this Agreement, including the General Terms (or other executed agreement), directly on its own behalf. LexisNexis' consent to the terms of this Agreement shall be evidenced by providing Subscriber with the means to access LexisNexis content.

AGREED TO AND ACCEPTED BY SUBSCRIBER (THE "CLIENT" IN THE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED):

BY: _____
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

PRINT NAME: _____

TITLE: _____

DATE: _____

Appendix A: Quorum Integration(s)

This appendix provides details on any Integration products included on the applicable Order Form to which this appendix applies.

Quorum will use commercially reasonable efforts to make their standard Salesforce integration work with Client's Salesforce implementation and provide standard technical support to help Client integrate Quorum with their Salesforce implementation.

Depending on the product listed on the Applicable Order Form, the Salesforce integration includes the following components:

Component	Standard Integration	Advanced Integration	Custom Integration
Available datasets	Up to 3 Quorum datasets, only client-provided data, including historic Grassroots interactions	Up to 6 Quorum datasets, client- or Quorum-provided	More than 6 Quorum datasets
Sync direction	One-way	One-Way or Two-way	One-Way or Two-way
Sync records per month	10,000	100,000	100,000+
Sync frequency	Up to daily	Up to daily	Up to hourly
Preprocessing	Minimal as reasonably determined by Quorum	Some preprocessing as reasonably determined by Quorum	Advanced preprocessing as reasonably determined by Quorum
Salesforce objects	Only native objects	Native or custom objects	Native or custom objects
Data matching new records	Not included	Included	Included
Automated data changes	Not included	included	included

Client-specific integration notes (including fields, etc.):

- The included datasets are:
- The sync direction is:
- The sync frequency is:
- Other specific integration notes:

Any customizations or changes beyond the components stated here may require additional costs that will be agreed upon in writing by both parties prior to any customization.

Quorum Nationbuilder Integration

Quorum will use commercially reasonable efforts to make their standard Nationbuilder integration work with Client's Nationbuilder implementation and provide standard technical support to help Client integrate Quorum with their Nationbuilder implementation. Any customizations or changes beyond the standard integration will require additional costs that will be agreed upon in writing by both parties prior to any customization.

The contacts and organizations (accounts) and grassroots actions from Client's Quorum account will be included in the Nationbuilder integration. Contacts and organizations (accounts) will be a bi-directional sync between Quorum and Nationbuilder. Grassroots actions, if applicable, will be one-way sync from Quorum to Nationbuilder. Quorum will use commercially reasonable efforts to make the Quorum/Nationbuilder sync occur on a daily basis and will use commercially reasonable efforts to cause data transfer to not require manual processes. Quorum is not liable to Client for any failure on Client's part to provide sufficient documentation about or access to Client's Nationbuilder implementation. Client understands that should their Nationbuilder implementation differ from a standard Nationbuilder implementation, the out-of-the-box integration may not work and may require significant customization at additional cost. Should the out-of-the-box integration not be possible without additional cost, and should that additional cost not be acceptable to Client, Client may cancel the Nationbuilder Integration with immediate effect and no additional payments due for the product.

Quorum SFTP Integration

Quorum will use commercially reasonable efforts to provide recurring data import and/or export functionality for Client with the following characteristics:

1. Data may be imported as frequently as desired, exported on no more than a daily basis, or both as requested by Client;
2. Data will be exchanged between Quorum and the Client using a Secure File Transfer Protocol ("SFTP") Server, either provided by Quorum or provided by Client.
3. If using Quorum's SFTP Server, only access from specifically allow-listed origin IP addresses will be permitted, and authentication shall be by either a Quorum-supplied password or an SSH key.
4. Data will be provided in a "flat file" format comprising a UTF-8 encoded comma-separated-values text file or files;
5. Data may be imported to most client-editable fields in Quorum that are applicable to the products reflected in the applicable Order Form, including all client-created custom fields, that are present in the Contacts or Organizations dataset, or in Aggregate or Geographic

Custom Data, with data imports triggered by the uploading of an import-ready file to the SFTP server by the Client. The import-ready files must present the information exactly as Client wishes it to appear in Quorum, without need for modification or processing;

6. Data may be exported from most client-editable fields in Quorum that are applicable to the products reflected in the applicable Order Form, including all Custom fields, that are present in the Contacts, Organizations, Grassroots Actions, Outbox, Outbound Texting, and Notes and Interactions datasets; limited fields may be available on other datasets but are not guaranteed unless separately stated in this document; with data exports operating on a recurring schedule as agreed between Client and Quorum.

Quorum will use commercially reasonable efforts to facilitate Client's ability to access and use the information in a timely manner. It is possible for Quorum to customize the import and export process to facilitate special needs, including the pre-processing of client data to accommodate client needs and the customization of the form and manner in which data is exported, but any such customization could incur additional costs. Should Client's desired use case not be possible without customization at additional cost, and should that additional cost not be acceptable to Client, Client may cancel the SFTP Integration with immediate effect and no additional payments due for the product.

GDPR Addendum (FOR CLIENTS WITH EU USERS OR EU CUSTOM CONTACTS)

To the extent this GDPR Addendum applies to Client's use of Quorum due to Client users being subject to GDPR protections, the business hours listed in Section 9 of the Agreement shall instead be 09:00am to 6:00pm GMT. To the extent this GDPR Addendum applies to Client's use of Quorum due to the Client inputting Custom Contacts subject to GDPR protections, the jurisdiction applied to the Agreement will be Belgium.

STANDARD CONTRACTUAL CLAUSES

Controller to Processor

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of data to a third country.
 - (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')
- have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
 - (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.1(b), 8.9(a), (c), (d) and (e);
 - (iii) Clause 9(a), (c), (d) and (e);

- (iv) Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e);
- (viii) Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand

its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union¹ (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

- (a) The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least ten (10) business days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer

¹ The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

Processor further commits to the terms of these Standard Contractual Clauses with respect to Switzerland and, if and when recognized by the United Kingdom as a lawful transfer mechanism, the United Kingdom.

- shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
 - (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
 - (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
 - (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her

substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

- (a) Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority,

- (ii) the legal basis for the request and the response provided; or becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

- (ii) the data importer is in substantial or persistent breach of these Clauses; or
- (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance.

Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Belgium.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Belgium.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name: **Client Listed on the Order Form associated with this Agreement**

Address: **Listed on Order Form**

Contact person's name, position and contact details: **Listed on Order Form**

Activities relevant to the data transferred under these Clauses: **See Agreement and the Description of Transfer below.**

Signature: _____

Date: _____

Role: **Controller**

Data importer(s):

Name: **Quorum Analytics, Inc.**

Address: **One Thomas Circle NW, 6th Floor, Washington, DC 20005**

Contact person's name, position and contact details: **Provided Separately**

Activities relevant to the data transferred under these Clauses: **See Agreement and the Description of Transfer below.**

Signature: _____

Date: _____

Role: **Processor**

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Client is solely responsible for identifying the Data Subjects to whom the Client Personal Data relates. (See, e.g., Agreement at Section 1.5.).

Categories of personal data transferred:

Client is solely responsible for determining the categories of Personal Data in the Client Personal Data, and for identifying those categories for Quorum if necessary; Quorum only stores such data at Client's direction.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

Client is solely responsible for determining the special categories of Personal Data in the Client Personal Data, if any, and for identifying those categories for Quorum if necessary. Quorum only stores such data at Client's direction.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Ongoing, strictly as needed to perform the services under the Agreement.

Nature of the processing:

The nature and purpose of the Processing of the Client Personal Data are set out as described in the Agreement. (See, e.g., Agreement at Section 1.) Quorum Processes Client Personal Data that Client chooses to upload to the Quorum System. (See, e.g., Agreement at Section 1.5.).

Purpose(s) of the data transfer and further processing:

The subject matter and duration of the Processing of the Client Personal Data are set out in the Agreement. (See, e.g., Agreement at Sections 1, 10.).

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

The subject matter and duration of the Processing of the Client Personal Data are set out in the Agreement. (See, e.g., Agreement at Sections 1, 1.).

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Same as above, with respect to Quorum's permitted sub-processors.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13:

See Clause 18 of the Standard Contractual Clauses.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

1. Quorum implements appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of personal data, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data.
 2. Quorum implements acceptable measures in order to prevent unauthorized persons from gaining access to the data processing equipment (This includes database, backup, and application servers and their related hardware) where the personal data is processed or used. This includes using only secured facilities for data centers where personal data is hosted is logged, monitored, and tracked, and other appropriate security measures.
 3. Security of the network powering the Quorum System is an important component of Quorum's overall security posture. The production data network for the Quorum System is isolated from Quorum System's corporate enterprise network in order to offer access only to staff members with legitimate business access needs.
 4. The Quorum System is protected with protected IP space, isolation, firewalls, and 2FA.
 5. Access to Quorum System network components is only permitted with audited user credentials.
 6. Quorum System security is enforced through strict firewall enforcement and limited access for trusted engineers. System health is monitored 24x7x365 through a variety of central logging tools, proactive monitoring, and internal portals alerts.
 7. Quorum's engineering team also manages critical patches and follows industry-standard practices to publish changes in a non-client impacting fashion. Central log collection is utilized for expedited troubleshooting.
 8. In addition to the technical and organizational measures implemented by Quorum, Client is responsible for implementing appropriate technical and organizational measures with respect to the Processing of Client Personal Data as set forth in the Agreement.
-

ANNEX III

LIST OF SUB-PROCESSORS

The controller has authorised the use of the sub-processors listed at <https://www.quorum.us/info/current-subprocessors>. The list of sub-processors will be updated 30 days in advance of any change.

**UK GDPR Addendum
(FOR CLIENTS WITH UK USERS OR UK CUSTOM CONTACTS)**

This UK GDPR Addendum applies in addition to the GDPR Addendum to any Client who has Authorized Users or Custom Contacts that are residents of the United Kingdom ("UK") or otherwise entitled to the protection of UK privacy laws. This UK GDPR Addendum is intended to reflect the International Data Transfer Addendum to EU Standard Contractual Clauses issued by the Commissioner under S119A(1) Data Protection Act 2018 in force 12 March 2022.

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

[Interpretation of this Addendum](#)

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:
 - a Addendum – UK GDPR Addendum
 - b Addendum EU SCCs – GDPR Addendum attached or otherwise incorporated into the Agreement
 - c Appendix Information – the Annexes included with the GDPR Addendum
 - d Appropriate Safeguards - The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
 - e Approved Addendum - The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
 - f Approved EU SCCs - The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

- g ICO - The Information Commissioner.
 - h Restricted Transfer - A transfer which is covered by Chapter V of the UK GDPR.
 - i UK Data Protection Laws - All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
 - j UK GDPR - As defined in section 3 of the Data Protection Act 2018.
4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
 5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
 6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
 7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies
 8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection

Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:

"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
 - c. Clause 6 (Description of the transfer(s)) is replaced with:

"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
 - d. Clause 8.7(i) of Module 1 is replaced with:

"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";
 - e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

- “the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”
- f. References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
 - g. References to Regulation (EU) 2018/1725 are removed;
 - h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
 - i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
 - j. Clause 13(a) and Part C of Annex I are not used;
 - k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
 - l. In Clause 16(e), subsection (i) is replaced with:

“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
 - m. Clause 17 is replaced with:

“These Clauses are governed by the laws of England and Wales.”;
 - n. Clause 18 is replaced with:

“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
 - o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

18. From time to time, the ICO may issue a revised Approved Addendum which:

- a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
- b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:

- a its direct costs of performing its obligations under the Addendum; and/or
- b its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ____-24-C&FC

June 5, 2024

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY DIRECTING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AN AGREEMENT WITH QUORUM ANALYTICS, LLC FOR PUBLIC AFFAIRS SOFTWARE SERVICES; AND AUTHORIZING APPROVAL AND EXECUTION OF SUCH AMENDMENT 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 an Agreement with Quorum Analytics, LLC (hereinafter referred to as the “Contractor”), at the President/CEO’s sole discretion, for public affairs software 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 June 5, 2024 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 Agreement shall be on the form provided by the Contractor 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 Amendment(s); (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such Amendment(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such Amendment(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 June 5, 2024 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: __-24-C&FC

Agenda Date: June 5, 2024

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 Amendment)

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ____-24-C&FC

June 5, 2024

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY DIRECTING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE THE first AMENDMENT TO AGREEMENT NO. PS-303 WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF ITS LOS ANGELES CAMPUS AND ITS CENTER FOR HEALTHIER CHILDREN, FAMILIES, AND COMMUNITIES; AND AUTHORIZING APPROVAL AND EXECUTION OF SUCH AMENDMENT 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, Commission previously entered into Agreement No. PS-303 (hereinafter referred to as the “Agreement”) with the Regents of the University of California on behalf of its Los Angeles Campus and its Center for Healthier Children, Families, and Communities (hereinafter referred to as “Contractor”), which was subsequently amended, for Early Development Index services; and

WHEREAS, the Commission desires to enter into the First Amendment to the Agreement (“Amendment”) with Contractor for the terms and in the amounts as specified in the June 5, 2024 staff report, including any applicable attachments (hereinafter referred to as the “Agenda Item”); and

WHEREAS, Commission desires to enter into the Amendment with Contractor in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in the applicable Amendment; and

WHEREAS, Commission has reviewed the staff report for the June 5, 2024 Commission meeting relating to the scopes of services to be provided and hereby finds and determines that the proposed Amendment 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 Amendment with the Contractor.

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 Amendment with the Contractor in the amounts and for the terms consistent with the June 5, 2024 staff report and scope of services referenced therein.

Section 3 The form of the Amendment with the Contractor shall be substantially similar to the form of the standard Professional Services Agreement, subject to minor, non-substantive revisions as reviewed and approved by the President/CEO or designee and Commission Counsel. The approval by the President/CEO, or designee, of the Amendment shall be conclusively evidenced by the execution of such Amendment by the Commission Chair and delivery thereof to the Commission Clerk.

Section 4 Commission hereby approves the Amendment with Contractor for the terms and in the amounts as specified in the June 5, 2024 staff report for this Agenda Item.

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

Section 6 A copy of the 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. The 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 amendments; (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such Amendment(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such Amendment(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 June 5, 2024 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: __-24-C&FC

Agenda Date: June 5, 2024

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 Amendment)



Agenda Item 8 June 5, 2024

DATE: May 23, 2024

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Adopt Resolution Authorizing Agreement with Child Guidance Center to Provide Parent Child Interaction Therapy (PCIT) Model Training

SUMMARY:

First 5 Orange County is in the fourth year of a four-year agreement with Child Guidance Center to train therapists in the Parent Child Interaction Therapy (PCIT) model, facilitate PCIT learning communities, and provide PCIT services to parents. This agenda item request continued funding for Child Guidance Center.

DISCUSSION:

First 5 OC has invested in PCIT for more than 10 years. This evidence-based intervention has strong outcomes for reduced maltreatment and improved engagement between a parent and child reducing problematic behavior in children ages three to six. Additionally, the therapy is reimbursable for Medi-Cal enrollees. Child Guidance Center has been an unfunded referral source for families referred through the Neighborhood Resource Network and our partnership with Social Service Agency for over five years. While PCIT services are reimbursable through Medi-Cal, there often is a waitlist for families because of a lack of therapists trained in the model. Child Guidance Center uses First 5 OC funding to support both the training of therapists as well as a learning community among trained PCIT therapists.

First 5 OC staff recommends executing a one-year agreement with Child Guidance Center in the amount of \$90,000 to maintain these PCIT services. During the 12-month term of the agreement, First 5 OC staff will work with Child Guidance Center to assist in identifying other funding sources for provider training.

STRATEGIC PLAN & FISCAL SUMMARY:

The recommended action has been reviewed in relation to the Strategic Plan and is consistent with the condition of Safe, Stable, and Nurturing homes. The funding amount requested will be adopted in the corresponding fiscal year budget, FY 2024-2025

PRIOR COMMISSION ACTIONS:

- June 2023 – Funding allocation
- February 2020 – Funding allocation

RECOMMENDED ACTION:

Adopt resolution (Attachment 1) authorizing President/CEO, or designee, and Commission Counsel to prepare and negotiate a new agreement FCI-PN3-04, at the President/CEO sole discretion, with Child Guidance Center for a term of one year from July 1, 2024 to June 30, 2025 to provide parent child interaction therapy (PCIT) model training.

ATTACHMENTS:

1. Resolution

CONTACT: Sara Brown

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ____-24-C&FC

June 5, 2024

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY DIRECTING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENT NO. FCI-PN3-04 WITH CHILD GUIDANCE CENTER TO PROVIDE PARENT CHILD INTERACTION THERAPY MODEL TRAINING; AND AUTHORIZING APPROVAL AND EXECUTION OF SUCH AMENDMENT 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 President/CEO and Commission Counsel have prepared standard form agreements, which were approved by the Commission; and

WHEREAS, Commission desires to enter into Agreement No. FCI-PN3-04 (hereinafter referred to as the “Agreement”) with Child Guidance Center (hereinafter referred to as “Contractor”), for parent child interaction therapy model training for the terms, in the amounts, and on the conditions as described in in the staff report, and applicable attachments, for this June 5, 2024 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 Amendment 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 Amendment with the Contractor.

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 agreements, subject to minor, non-substantive revisions (unless otherwise approved by Commission in the Agenda Item) or as otherwise required to comply with external funding sources. The Agreement 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 amendments; (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such Amendment(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such Amendment(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 June 5, 2024 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: __-24-C&FC

Agenda Date: June 5, 2024

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

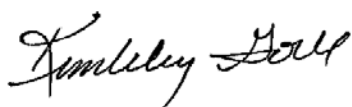
By: _____
Deputy

EXHIBIT A TO RESOLUTION OF COMMISSION

(Attach copy(ies) of final executed Agreement)



Agenda Item 9 June 5, 2024

DATE: May 10, 2024
TO: First 5 Orange County
FROM: Kimberly Goll, President/CEO 
ACTION: Adopt Resolution Authorizing Agreements with Designated Organizations to Provide Home Visiting

SUMMARY:

One of the conditions for children to thrive identified in our Strategic Plan is a nurturing, safe, and stable home. High-quality family support services like evidence-based home visiting and lighter touch services like social group gatherings are a critical component of the prenatal-to-three system of care. This agenda item requests authorization to enter into agreements with five providers for home visiting services and two providers for database and technical support services.

DISCUSSION:

For more than 20 years, First 5 Orange County has invested in home visiting services which are a powerful, evidence-based approach to promote family resilience and connection by matching parents with trained professionals who provide tailored, one-on-one parenting and health care education along with connections to community resources.

Currently, First 5 OC has agreements with two home visiting providers: Children's Bureau and The Priority Center. Combined, these providers have the capacity to serve 280 families annually which are primarily referred from the major birthing hospitals through First 5 OC-funded screenings. Both providers use the Parents as Teachers evidence-based model which focuses on affecting parenting knowledge, attitudes, behaviors and family well-being to impact their child's developmental trajectory. In comparison to the previous year, we have seen a modest and gradual increase of nearly 13% in actionable referrals. This positive increase has a direct impact on the number of families on visiting providers' waitlists and identifying families who are ready to engage in other supportive home visiting services. This aligns with the no wrong door approach, creating access to services that support home visiting.

In April of 2024, First 5 OC approved an agreement with the Social Services Agency of Orange County which expanded the provision of CalWORKs-funded home visiting to 460 families annually and added four subcontractors for First 5 OC. The additional subcontractors will expand our network with greater cultural competency, community connections, and evidence-based models.

In order to continue our work aligning and coordinating evidence-based home visiting services, staff recommends expanding First 5 OC-funded home visiting to include agreements with the following service providers: Priority Center, Children's Bureau, Asian American Senior Citizen Service Center, Abrazar, and The Orange County Children's Therapeutic Art Center. This will allow First 5 OC and the participating home visiting partners to address capacity constraints, strengthen our referral network, and diversify the models offered. Specifically, the additional capacity will reduce an average two-week waitlist.

In addition to these service providers, we recommend agreements with My Team Effort and DataKeeper Technologies to provide database support for multi-model home visiting performance management, tracking, and reporting. Their scopes will provide enhancements within the birthing hospital database system to create equitable referral distribution based on language and provider capacity, as well as streamline referrals from prenatal service providers to match families with the most appropriate services regardless of entry point.

Staff recommends one-year agreements with a total cost for all agreements at \$2,197,278. Attachment 1 lists the proposed funding actions by agency, including dollar amounts and a brief description of the scopes of work.

PRIOR COMMISSION ACTIONS:

- April 2024 – Authorize Receipt of Funds and Agreements with OC Social Services Agency and designated subcontractors for participation in the CalWORKs Home Visiting Program Services
- April 2023 – Receive Report on Results of prenatal-to-three Request for Information and Authorize Agreements for Implementation
- February 2023 – Authorize Request for Information Process
- February 2023 – Authorize 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 2024-2025 budget.

RECOMMENDED ACTION:

Adopt resolution (Attachment 2) authorizing President/CEO, or designee, and Commission Counsel to prepare and negotiate new agreements, at the President/CEO sole discretion, with designated organizations to provide home visiting 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 24/25	New Maximum Payment Obligation
Home Visiting Services				
Children's Bureau of Southern California(CB)	FCI-BN6-14	7/1/24 - 6/30/25	\$912,312	\$912,312
The Priority Center: Ending the Generational Cycle of Trauma (TPC)	FCI-BN6-15	7/1/24- 6/30/25	\$1,021,966	\$1,021,966
Other Special Populations				
Abrazar	FCI-BN6-16	7/1/24- 6/30/25	\$47,000	\$47,000
Asian American Senior Citizen Services Center (AASCSC)	FCI-BN6-17	7/1/24- 6/30/25	\$55,000	\$55,000
Orange County Children's Therapeutic Art Center (OCCTAC)	FCI-BN6-18	7/1/24- 6/30/25	\$46,000	\$46,000
Data Base Supports				

My Team Effort	PS-322	7/1/24-6/30/25	\$65,000	\$65,000
DataKeeper Technologies, LLC	PS-324	7/1/24 - 6/30/25	\$50,000	\$50,000
TOTAL				\$2,197,278

Scope of Work	Comments
Provide family support and case management services for families with children aged birth through five years as part of the Bridges Network with a focus on the prenatal to three period. Scope includes voluntary services to families at risk for future substantiated child abuse reports. Continuous participation in Home Visiting Collaborative	Continue participation in TCM, Bridges continuous improvement and program evaluation activities. Integrates Neighborhood Resource Network program scope within Bridges Network. One year agreement.
Participate in home visiting services and supportive services that include providing guidance and support in developing network outreach strategies and group connections for families. Continuous participation in Home Visiting Collaborative.	One year agreement
Participate in home visiting services and supportive services that include: serving as an overflow provider to support County's home visiting waitlist by providing family support and case management services for families with children aged birth through five years as part of the Bridges Network with a focus on the prenatal to three period. Continuous participation in Home Visiting Collaborative.	One year agreement
Participate in home visiting services and supportive services that include: providing creative outreach strategies to engage, special populations such as Neighborhood Resource Network families and/or families with Family Wellness Plans in voluntary high-quality evidence-based services. Continuous participation in Home Visiting Collaborative.	One year agreement

Provides database development, system testing, monitoring, system training materials, implementation services and interaface supports for reporting.	One year agreement
Provide database support for management of multi-model home visiting monitoring, performance tracking, reporting (requirement of Parents as Teachers and Health Families America models).	One year agreement

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ____-24-C&FC

June 5, 2024

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENTS, AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH DESIGNATED ORGANIZATIONS FOR HOME VISITING SERVICES; AND, AUTHORIZING APPROVAL AND EXECUTION OF SUCH AGREEMENTS 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 Agreements for home visiting services (hereinafter collectively referred to as the "Agreements"), at the President/CEO's sole discretion, with various organizations (hereinafter referred to as the "Contractors") for the terms, in the amounts, and on the conditions as described in in the staff report, and any attachments, for this June 5, 2024 Agenda Item (hereinafter referred to as the "Agenda Item");

WHEREAS, each Contractor desires to enter into its respective 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 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 June 5, 2024 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: __-24-C&FC

Agenda Date: June 5, 2024

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)



1505 E. 17th Street, Suite 230
Santa Ana, CA 92705
714-834-5310 first5oc.org

Commissioners:

Ramin Baschshi, M.D., Chair
Doug Chaffee, Vice Chair, Jackie Filbeck, Yvette Lavery
Veronica Kelley M.D., Soledad Rivera, Angie Rowe,
An Tran, Irene Salazar
CEO/President: Kimberly Goll

DATE: May 31, 2024

TO: Jamie Ross, Clerk of the Board

FROM: Kimberly Goll, President/CEO

A handwritten signature in black ink, appearing to read "Kimberly Goll", written over the printed name in the "FROM" field.

ACTION: Revision to Agenda Item 10 Authorize an Agreement with BreastfeedLA to Implement the Black Infant Health Program in Orange County

Revised paragraph below:

During the selection process, BreastfeedLA highlighted a significant challenge related to the BIH contract: a shortfall in necessary funding. Acknowledging the importance of addressing this issue, we are recommending allocating ~~\$150,000~~ \$250,000 in additional one-time funding from First 5 OC. This enhanced funding will enable BreastfeedLA to expand capacity and strengthen their infrastructure in Orange County. This support aims to facilitate effective service delivery, allowing BreastfeedLA to meet the metrics and outcomes required by the state. It is also important to note that the additional ~~\$150,000~~ \$250,000 is not yet enough to close the gap of what is needed to fully implement the program. First 5 OC, HCA, and BreastfeedLA will be working with local partners to identify any additional resources.

CLERK OF THE BOARD
COUNTY OF ORANGE
SANTA ANA, CALIF. 92705

JUL 1 21 PM 2:10


RECEIVED



Commissioners:

Ramin Baschshi, M.D., Chair
Doug Chaffee, Vice Chair, Jackie Filbeck, Yvette Lavery
Veronica Kelley M.D., Soledad Rivera, Angie Rowe,
An Tran, Irene Salazar
CEO/President: Kimberly Goll

**Agenda Item 10
June 5, 2024**

DATE: April 30, 2024
TO: First 5 Orange County
FROM: Kimberly Goll, President/CEO 
ACTION: Authorize an Agreement with BreastfeedLA to Implement the Black Infant Health Program in Orange County

SUMMARY:

In December 2023, First 5 Orange County approved an agreement to receive funding from Orange County Health Care Agency (HCA) to implement the Black Infant Health Program (BIH). This agenda item recommends entering into an agreement with BreastfeedLA to support the BIH program in Orange County.

DISCUSSION:

In June of 2023, HCA and First 5 OC responded to a Request for Supplemental Information (RSI) from the California Department of Public Health (CA DPH), signaling Orange County's willingness to administer the BIH program. This collaborative submission was approved and First 5 OC began the process to identify a sub-contractor awardee. Through this competitive selection process BreastfeedLA was chosen.

First 5 OC and HCA staff have had discussions with nearby counties already implementing BIH that highlighted the critical role of community organizations in successfully implementing the BIH program, emphasizing their ability to navigate cultural nuances and build trust within the communities. BreastfeedLA's robust capacity, well-established infrastructure, and positive community reputation make them well positioned to support this work.

During the selection process, BreastfeedLA highlighted a significant challenge related to the BIH contract: a shortfall in necessary funding. Acknowledging the importance of addressing this issue, we are recommending allocating \$150,000 in additional one-time funding from First 5 OC. This enhanced funding will enable BreastfeedLA to expand capacity and strengthen their infrastructure in Orange County. This support aims to facilitate effective service delivery, allowing BreastfeedLA to meet the metrics and outcomes required by the state. It is also important to note that the additional \$150,000 is not yet enough to close the gap of what is needed to fully implement the program. First 5 OC, HCA, and BreastfeedLA will be working with local partners to identify any additional resources.

First 5 OC and HCA will collaborate closely with BreastfeedLA to ensure the successful implementation of the BIH program. The program will serve over 100 families, providing comprehensive services including prenatal and post-natal care, mental health support,

workshops, and access to community resources to promote the well-being and healthy development of both mothers and infants. This partnership aims to create a synergistic relationship that maximizes the program's impact, improving health outcomes for Black mothers and infants through a combination of expertise, dedication, and shared commitment to health equity and community well-being.

Staff recommends that the First 5 OC Board authorize entering into an agreement with BreastfeedLA to support the implementation of the Black Infant Health program in Orange County. All funding is contingent on California Department of Public Health funds allocated through the Orange County Health Care Agency to First 5 OC. Reimbursement of expenditures under this agreement is contingent upon guidelines set forth by the California Department of Public Health, the Orange County Health Care Agency, and First 5 OC, which may result in a total funding amount that is below the maximum obligation. Staff recommends a 25-month agreement totaling \$1,584,821.

STRATEGIC PLAN & FISCAL SUMMARY:

The proposed actions have been reviewed in relation to First 5 Orange County's Strategic Plan and are consistent with its goals. Funding for this item is included in the Fiscal Years 2023-2024, 2024-2025, and 2025-2026 Budget.

PRIOR COMMISSION ACTIONS:

- December 2023 – Authorize Agreement with the County of Orange Health Care Agency to Accept Funding to Implement a Black Infant Health Program

RECOMMENDED ACTION:

Adopt resolution (Attachment 1) authorizing the President/CEO, or designee, to enter into Agreement No. FCI-BIH-01 with BreastfeedLA to facilitate a Black Infant Health Program for a total maximum obligation of up to \$1,584,821 for a term of June 5, 2024 to June 30, 2026.

ATTACHMENT:

1. Resolution

CONTACT: Anaiah Brown

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ____-24-C&FC

June 5, 2024

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-BIH-01, AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH BREASTFEEDLA TO IMPLEMENT THE BLACK INFANT HEALTH PROGRAM; 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 President/CEO and Commission Counsel have prepared standard form agreements, which were approved by the Commission; and

WHEREAS, the Commission desires to enter into Agreement No. FCI-BIH-01 with BreastfeedLA (hereinafter referred to as the "Contractor"), at the President/CEO's sole discretion, to implement the Black Infant Health program in Orange County (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 June 5, 2024 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 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 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 June 5, 2024 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: __-24-C&FC

Agenda Date: June 5, 2024

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)



Agenda Item 11
June 5, 2024

DATE: May 22, 2024

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Adopt Resolution Authorizing Agreement with The Regents of the University of California, Irvine and Approve Initial Implementing Actions

SUMMARY:

This agenda item requests authority for First 5 OC to enter into an agreement with The Regents of the University of California, Irvine to become a sub-contractor on a US Department of Health and Human Services (DHHS) grant award from the Office of Minority Health. The grant is for a project funded under the Healthy Families Community-Based Perinatal Health Initiative to develop the innovative Black PEARL (Promoting Equity, Anti-Racism and Love) model for integrating community-based maternal support services into perinatal systems of care in partnership with the UCI Health Your CARE² (Creating Awareness for Racial and Ethnic Equity) Matters initiative.

DISCUSSION:

Black birthing persons experience high rates of maternal morbidity and mortality when compared to other racial groups. According to the 29th Annual Report on the Conditions of Children in Orange County, they are the least likely to receive early prenatal care in the first trimester (83% in comparison to 93.4% of White birthing persons) and most likely to deliver preterm (12.3% in comparison to 6.8% of White preterm births). Black infants are also most likely to have low birth weight (9.8% in comparison to 5% of White infants). There is a critical need for interventions that integrate evidence-based practices, culturally responsive healthcare, and community engagement strategies to create a more inclusive and effective maternal care system for Black birthing persons in the region.

In Orange County, there are several efforts underway to advance the systems improvements necessary to address maternal and infant health disparities. These efforts include: 1) designation of Orange County as a Black Infant Health site and a partnership between First 5 OC and the OC Health Care Agency (HCA) to implement the program; 2) expansion of doula training and services; and 3) the DHHS award to UCI to develop the Black PEARL model for systemic integration of community maternal support services within UCI Health.

The Black PEARL model is designed to address the need for integrated care systems that optimize birth outcomes for Black, Indigenous, People of Color (BIPOC). The model includes a community advisory council, multidisciplinary care teams, healthcare provider and student training, doula care, patient outreach, resource navigation, and collaboration with community partners.

The initial grant was submitted in partnership between UCI and a local nonprofit that pioneered providing a safe space for prenatal BIPOC families to create community and thrive in Orange County. The nonprofit is unable to continue the work due to organizational changes, and First 5 Orange County was identified as an ideal subcontractor given our focus on children prenatal to age five, our ability to connect to a robust referral network, implementation of the Black Infant Health program, and our collaborative partnerships throughout the county. Through collaboration, we aim to empower local doulas, ensuring they have the necessary training and support to thrive and effectively serve their communities.

As a subcontractor, First 5 Orange County will serve as an intermediary, ensuring validity and sustainability of the Black PEARL model by doing the following activities:

- advise and provide feedback on the Black PEARL model;
- assist in the development of a community advisory board;
- help establish a partnership between UCI and the OC Health Care Agency;
- assist in growing regional capacity for BIPOC community-based doulas;
- facilitate opportunities to integrate community maternal support services into UCI perinatal and postpartum care;
- create linkages to other programs and services, such as Black Infant Health Program, aimed at improving BIPOC maternal and infant health; and
- assist in the dissemination of data and knowledge to promote promising practices and replication.

Staff recommends entering into an agreement with The Regents of the University of California, Irvine to accept DHHS funding as a sub-contractor. This work is consistent with investments made by First 5 OC and our desire to ensure that there is a robust workforce that can increase access and utilization of new CalAIM benefits. This is a four-year project with a significant amount of work and related deliverables. We will return to the Board for further approval once suitable sub-contractors have been identified.

STRATEGIC PLAN & FISCAL SUMMARY:

The proposed actions have been reviewed in relation to First 5 Orange County's Strategic Plan and are consistent with its goals. Revenue and expenditures related to this item will be included in the Amended Fiscal Year 2023-2024 Budget.

PRIOR COMMISSION ACTIONS:

- December 2023 – Authorize an Agreement with the OC Health Care Agency to accept funding to implement a Black Infant Health Program.

RECOMMENDED ACTION:

Adopt resolution (Attachment 1) authorizing the President/CEO, or designee, and Commission Counsel to execute an agreement with the Regents of the University of California, Irvine to accept up to \$740,000 annually or \$2,960,000 in total for the four-year agreement to support the implementation of the Black PEARL model.

ATTACHMENT:

1. Resolution

CONTACT:

Sara Brown

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ____-24-C&FC

June 5, 2024

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO TO EXECUTE A GRANT AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, IRVINE TO RECEIVE FUNDING FOR IMPLEMENTATION OF THE BLACK PEARL MODEL; 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, Commission desires to receive funding and enter into a grant agreement (hereinafter referred to as the “Grant Agreement”) with the Regents of the University of California, Irvine (hereinafter referred to as “Grantor”) for implementation of the Black PEARL model;

WHEREAS, the Commission desires to enter into the Grant Agreement with Grantor for the terms and in the amounts as specified in the June 5, 2024 staff report, including attachments, for this Agenda Item (hereinafter referred to as the “Agenda Item”); and

WHEREAS, Commission desires to enter into the Grant Agreement with Grantor 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 grant and hereby finds and determines that the proposed Grant Agreement is in furtherance of and consistent with the Commission’s Strategic Plan; and

WHEREAS, Commission desires to authorize the President/CEO, Commission Chair, and/or Commission Clerk, as required by the grant, to execute the Grant Agreement with the Grantor in the amount and for the terms 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, execute the Grant Agreement with the Grantor to in the amounts and for the terms consistent with the Agenda Item.

Section 3 The Grant Agreement will be on the form provided by the Grantor and shall 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 President/CEO or by the Commission Chair and delivery thereof to the Commission Clerk, as required by the Grant Agreement.

Section 4 Commission hereby approves the Grant Agreement with the Grantor in the amounts and for the terms as specified in the Agenda Item.

Section 5 The President/CEO and/or Commission Chair and the Clerk of the Commission are hereby authorized to execute and attest, respectively, the Grant Agreement on behalf of the Commission.

Section 6 A copy of the Grant Agreement when executed by the President/CEO and/or 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 Grant 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 Grant Agreement, 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 Grant Agreement and any Amendment(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such Amendment(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 June 5, 2024 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: __-24-C&FC

Agenda Date: June 5, 2024

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 Agreement)



Commissioners:

Ramin Baschshi, M.D., Chair
Doug Chaffee, Vice Chair, Jackie Filbeck, Yvette Lavery
Veronica Kelley M.D., Soledad Rivera, Angie Rowe,
An Tran, Irene Salazar
CEO/President: Kimberly Goll

Agenda Item 12
June 5, 2024

DATE: April 19, 2024

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Authorize an Agreements with Designated Organizations to Provide Child Care Development

SUMMARY:

First 5 Orange County is increasing quality infant and toddler child care by building the capacity of providers through a business incubator program. This item requests continued funding of stipends for participants who complete the business incubator program and support to provide guidance in the creation of a child care development guidebook.

DISCUSSION:

First 5 Orange County established the Child Care Cross-sector Task Force in 2022 to build champions for child care and improve availability of quality infant and toddler care. The Task Force is working on solutions to address Orange County's child care needs including:

- building the workforce through business training partnerships; and
- working with affordable housing developers and city leaders to include child care in new building opportunities.

Workforce Training Partnerships

We are helping to develop Orange County's child care workforce through a child care business incubator program in partnership with Community for Innovation, Entrepreneurship, Leadership and Opportunity (CIELO) and the Small Business Development Center's (SBDC) Women's Business Center (WBC). Participants in the program have access to eight weeks of business and child care training sessions, business and peer guide coaching, a peer guide from the Orange County Association for the Education of Young Children (OCAEYC), licensing support from First 5 staff and consultant, program navigation from CIELO staff, child care system supports for professional growth, and resources for families in their care including from Orange County Department of Education, Children's Home Society, Think Together, StartWell, OC Help Me Grow, and local school districts. First 5 OC also provides stipends to program participants who complete the trainings and apply for and receive their child care license. Since their launch in 2023, the Business Incubators executed by CIELO and SBDC's Women's Business Center (WBC) have seen the successful opening of 21 new Family Child Care businesses resulting in at least 80 new infant and toddler child care slots. When we include preschool aged child care for children ages 3 to 5, the number increases to 168 slots (as of April 3, 2024).

Last May, we engaged University of California, Irvine (UCI) to evaluate the SBDC child care incubator program. This evaluation showed that participants found the program to be incredibly

valuable. The educational sessions were rated as highly engaging (mean=4.8 on 5-point scale) and well-aligned with participants' business goals (mean=4.75). The program's comprehensive suite of supports (education, coaching/consulting, stipends, and networking) were viewed as essential to participants' success in applying, or planning to apply for a child care license, which nearly all participants reported as their licensing goal by the end of the two-month program. Graduated stipends allowed participants to cover the standard costs of setting up their child care business (e.g., background checks, CPR, licensing fees, Google advertisements) as they moved through the program. The program's "one-stop shop" educational approach, paired with meaningful financial support (stipends), reduced many of the barriers typically faced by aspiring child care providers including the licensing, marketing, and budgeting overwhelm they would have otherwise experienced in the absence of the program.

Based on this data and the success of this workforce development effort, staff recommends continuing the stipend program for an additional year in the amount of \$275,000. Stipends would be provided to participants of the child care business incubators who participate in the eight-week training and open a licensed child care business.

Incorporating Child Care into New Building Projects

The Cross-Sector Task Force has a subcommittee that has been working with affordable housing developers and city leaders to incorporate child care in city policies and new building opportunities. The subcommittee has been reviewing policies and guidance from neighboring counties as well as supporting each other with applications for housing to incorporate infant and toddler child care settings in their plans. Through these conversations, the group has identified the need for a guidebook to support city leaders and housing developers with resources and information on creating child care centers for residents in their communities.

To support the creation of a city guidebook, staff recommends contracting with Low Income Investment Fund (LIIF) in the amount of \$90,000. Their work would include conducting a survey of cities in Orange County to understand the process for providers to open a child care facility in various communities. They will identify what is currently being done to support child care providers, including things like child care-friendly policies and zoning, as well as common barriers. LIIF will bring their expertise on guidebook content development and leverage the resources they have created in other communities to customize a guidebook for Orange County cities. The guidebook would be created in collaboration with the Cross-Sector Task Force subcommittee.

Staff also recommends contracting with Wallace Walrod in the amount of \$75,000 to continue providing specialized technical assistance on child care-related economic impacts. Additionally, he would serve as a liaison between LIIF and cities for the creation of the guidebook. Dr. Walrod is on our qualified list and consultant has extensive experience working with Orange County cities and familiarity with the affordable housing landscape.

A term sheet summarizing the recommended agreements with LIIF and Wallace Walrod is attached.

STRATEGIC PLAN & FISCAL SUMMARY:

The proposed action has been reviewed in relation to First 5 Orange County's Strategic Plan and is consistent with its goals. Funding for the proposed action will be included in the Fiscal Year 2024-2025 Budget.

PRIOR COMMISSION ACTIONS:

- April 2023 – Resolution authorizing Agreement No. FCI-CC-01 with CIELO to administer stipend program to participants who complete the described coursework as well as receive a family child care license.
- June 2023 – Resolution to enter into agreements with designated individuals and organizations to provide consulting service, including Wallace Walrod.

RECOMMENDED ACTION:

Adopt resolution (Attachment 2) authorizing President/CEO, or designee, and Commission Counsel to prepare and negotiate agreements, at the President/CEO's sole discretion, with designated organizations to provide child care development for the terms, support services in the amounts, and on the conditions as specified in Attachment 1.

ATTACHMENTS:

1. Term Sheet
2. Resolution

CONTACT: Cristina Blevins

Term Sheet

Strategic Goal	Consultant	Contract #	Term	Max Obligation	Scope of Work
Increase access to infant and toddler child care	Wallace Walrod	C-503	July 1, 2024-June 30, 2025	\$75,000	Continue to work with employers and partners to identify and prioritize opportunities within the business community, affordable housing developers, city leadership, and other stakeholders in Orange County on economic, workforce and labor market perspectives. Project management of guidebook for cities that includes information on supporting the child care industry. Facilitate discussions through the development of the guidebook.
	Low Income Investment Fund	PS-321	July 1, 2024-June 30, 2025	\$90,000	Survey cities participating in the cross-sector task force on current practices and policies regarding child care facilities renovation, expansion and operation. Analyze and provide a summary and individual city reports as well as participate in cross sector whole group and subcommittee meetings to provide technical assistance and guidance for strengthening policies and practices to increase the supply of child care by supporting the creation of the city guidebook.
	CIELO-Community for Innovation Entrepreneurship, Leadership and Opportunity	PS-323	July 1, 2024-June 30, 2025	\$275,000	Provide stipends for participants in the business training cohorts as well as resource and program navigation to participants as they begin the process of opening a licensed family child care business.

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ____-24-C&FC

June 5, 2024

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AN AGREEMENT AND NEGOTIATE AN AMENDMENT TO AN AGREEMENT, AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH DESIGNATED ORGANIZATIONS FOR CHILDCARE DEVELOPMENT; 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 with various organizations for childcare development and desires to enter into a new agreement (hereinafter collectively referred to as the "Agreements") (hereinafter referred to as the "Contractors"), which are identified in the staff report and attachments for this June 5, 2024 Agenda Item (hereinafter referred to as the "Agenda Item").

WHEREAS, the Commission desires to amend an existing agreement and enter into a new agreement, 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; and

WHEREAS, each Contractor desires to enter into or amend its Agreement, as applicable, 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 Agreements; 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 the 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 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 June 5, 2024 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: __-24-C&FC

Agenda Date: June 5, 2024

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)



Commissioners:

Ramin Baschshi, M.D., Chair
Doug Chaffee, Vice Chair, Jackie Filbeck, Yvette Lavery
Veronica Kelley M.D., Soledad Rivera, Angie Rowe,
An Tran, Irene Salazar
CEO/President: Kimberly Goll

**Agenda Item 13
June 5, 2024**

DATE: May 1, 2024
TO: First 5 Orange County
FROM: Kimberly Goll, President/CEO 
ACTION: Receive Communications Report and Adopt Resolution Authorizing Agreement with Cornerstone Communications to Provide Communications Services

SUMMARY:

This agenda item provides an overview of communications activities completed in 2023-2024 and planned for next fiscal year. It also recommends approval of an agreement with Cornerstone Communications to provide communications support, described in greater detail below, for 2024-2025.

DISCUSSION:

First 5 Orange County contracts with the consulting firm Cornerstone Communications to provide support with our public-facing communications. These services include updating and maintaining our website, social media outreach, media outreach, eblasts (digital announcements, newsletters, and spotlights), and strategic communications for focus areas such as child care, home visiting, and well-child visits, screenings and linkage to services. Cornerstone Communications assigns four staff members to work with First 5 OC on a regular basis (part time), with additional experts supporting as needed. In addition, Cornerstone provides services including photography, videography and video editing, and design work. The Cornerstone Communications agreement concludes June 30, 2024.

A summary of support provided by Cornerstone Communications in 2023-2024 is included as Attachment 1. Notable highlights include work to support Kid Builders, including the launch of our Instagram, multiple media campaigns, event support with photography and videography, and advertisements including on Grocery TV and OCTA buses. Cornerstone also completed website improvements and updates, including changing the photography on our website to use pictures from a variety of our events so that the website reflects real young children and families in OC. They implemented a child care campaign including Champions of Child Care videos and child care success stories; developed quarterly newsletters for the Child Care and Detect & Connect OC collaboratives; and prepared our Annual Report webpage, including writing and design. Over the past year, traffic on our website increased by approximately 69%, with a total of 32,522 visits between July 1, 2023 and May 15, 2024. On any given week, there are between 500 and 1,000 visitors to the website. We also saw a 16% increase in new followers on our social media platforms, and a 17% increase in related impressions.

Looking ahead to 2024-2025, we have begun to develop communication goals for several of First 5 OC's focus areas. For example, for the Prenatal to Three (PN3) work, we identified activities to support staff and partners in 2024-25. These include developing unified branding for OC Prenatal Connects and support throughout the year with design and promotion as prenatal classes roll out;

developing a Constant Contact Spotlight series highlighting the PN3 work to educate about the different elements of this work and highlight the partners; building a PN3 webpage on our website; and creating op eds or press releases as needed for anything timely through the year.

Over the next few months, we will identify similar communication activities to support First 5 OC's work including home visiting, well-child visit/screenings, HealthySteps expansion, child care, Kid Builders, father engagement, and other areas of focus.

We also identified Social Media Goals for calendar year 2024, and this work has already begun. Our goals include:

1. **Increase brand awareness and community engagement.** Brand awareness is measured by impressions and audience. Community engagement is measured by engagement.

- Targets:
 - Increase impressions by 10% YOY
 - Increase audience by 15% YOY
 - Increase community engagement by 5% YOY
- Tactics:
 - Continue to share tailored content that resonates with audience
 - Continue to have paid ad campaigns and boosted posts
 - Post stories in real time and live stream on social media during events

2. **Increase traffic to the First 5 OC website.** This is measured by total website visits.

- Targets:
 - Increase total website visits by 10% YOY
- Tactics:
 - Utilize social media and SEO to drive users to the website
 - Optimize website analytics

3. **Support First 5 OC's programs through social media.** This is measured by number of monthly posts per Strategic Plan focus area.

- Targets:
 - Four posts per month that highlight the Strategic Plan focus areas
- Tactics:
 - Thoughtfully create content that highlights each of First 5 OC's focus areas
 - Well-child visits and screenings
 - Resilience among children and families
 - Quality infant and toddler child care
 - Other areas to be identified throughout the year such as HealthySteps expansion, Black Infant Health, Early Relational Health, etc.

Staff recommends approval of an agreement with Cornerstone Communications, in the amount of \$240,000 for one year, to implement communications strategies to support First 5 OC's work. This amount includes subcontracting with vendors as needed related to communications, such as website maintenance, photography, videography, boosting of social media, and marketing (e.g., bus advertisements).

As First 5 OC grows our communications footprint, we want to raise to the Board the potential to bring some elements of communications in house in the future. Initially, our social media may be something to consider, since it benefits from an in-depth understanding of First 5 OC's work and

is dependent on timely posts for relevance. With our current approach, there is sometimes a lag between activity evolving rapidly at First 5 OC and our ability to convey it to the Cornerstone team and post to social platforms in a timely manner. Over the course of FY 2024-25, we will consider the pros and cons of keeping communications-related work solely with a consulting firm or bringing some of the work in house and will report back to the Board. If we decide to bring communications work in house, it would likely require hiring of additional staff.

STRATEGIC PLAN & FISCAL SUMMARY:

The recommended actions presented in this staff report have been reviewed in relation to the Strategic Plan and are consistent with all goal areas.

PRIOR COMMISSION ACTIONS:

- June 2023 – 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. Receive communications report.
2. Adopt resolution (Attachment 2) authorizing the President/CEO, or designee, and Commission Counsel to prepare and negotiate agreements, at the President/CEO's sole discretion, with Cornerstone Communications in the amount of \$240,000 for one year to provide communications services.

ATTACHMENTS:

1. 2023-24 Communications Highlights
2. Resolution

CONTACT: Lisa Burke



Communications Highlights

2023-2024



First 5 OC External Communications

- Website
- Social media
- Media (paid and earned)
- Email newsletters
- Collateral materials and design
- Photography, videography
- Communications strategies



First 5 OC Website


- **32,522** website visits
- Website Updates:
 - New: Community Engagement, Father Engagement, Family Ambassadors
 - Revamp: Engaged Neighborhoods, Child Care
- Annual report webpage
- Learning Links interactive map, updated as needed

Social Media


LinkedIn, Facebook, Instagram & X (Twitter)

- **3,215** new followers (**16%** increase)
- **2,242,965** impressions (**17%** increase)
- **932** social media posts published


Social Media


**First 5 Orange County**
Fri 2/2/2024 9:30 am PST

We were excited to partner with Pretend City Children's Museum and PNC recently to welcome 1,475 community...



Total Engagements 3,011


first5orangecounty



3 Years Old





Safety Builders: More About Me


Teach your child their full name, your full name, their home address, and your phone number. It may be easier to remember with a song or a rhyme. Practice saying this information out loud together.

 **FIRST 5**
ORANGE COUNTY


[First5OC.org/Kid-Builders](https://first5oc.org/Kid-Builders)

[View insights](#) [Boost again](#)




 Liked by hoaghealth and 171 others

first5orangecounty Practice safety with your little one by using our More About Me activity! Teach your child their full name, your full name, their home... more

**First 5 Orange County**
Thu 2/22/2024 8:50 am PST

The First 5 OC team was excited to recently join the Santa Ana Unified School District for their Spring into...



Total Engagements 1,132

Media and Emails

- **12** Media Mentions (earned media)
- Constant Contact Emails
 - **65** News and Updates
 - Spotlight Series
 - Engaged Neighborhoods
 - Quarterly Newsletters
 - Child Care Task Force
 - Detect & Connect OC

Media Pick-up Highlights

parentingOC

Thriving at Camp

Published April 1, 2024 Admin Only:

April 1, 2024
Views Per Month: 16,000
Ad Equivalency: \$10,056



(Photo Courtesy of Beyond Blindness)

Learn how to help your child with special needs have an enriching summer camp experience.

Choosing a summer camp — and preparing your child with special needs for the experience — can be a daunting task for parents and caregivers. But the reward is well worth the effort when kids can make positive, enriching summer camp memories.

The first step is finding a camp that is supportive of your child's unique needs, provides inclusive and adaptive programming, has trained staff members, and is supportive of children's imagination and exploration. For many families, finding a camp that can accommodate siblings can ease summer schedules and build in sibling bonding through shared experience. Many camps have experience catering to children with various special needs and disabilities, and provide supportive staff members who can make accommodations for campers as needed.

Creating a relationship with the camp ahead of time can smooth the path for communication during camp days. Most camps provide ample information on their website, so that's a great place to start. Reach out in advance of registration to ensure there will be enough time to address your questions and concerns before signing up.

Patch

Kid Builders at Pretend City Children's Museum

JAN 26 Chelsea Thompson, Neighbor

KID BUILDERS AT Pretend City CHILDREN'S MUSEUM

FRIDAY, JANUARY 26
10 AM - 4 PM
29 HUBBLE, IRVINE, CA 92618

FREE ADMISSION FOR KID BUILDERS

PRETEND CITY IS OPEN TO THE PUBLIC FOR THE DAY!
ENGAGE IN FUN LEARNING SPACES AND FIVE STATIONS FEATURING DEVELOPMENTAL ACTIVITIES.

FIRST5 Pretend City PNC

October 16, 2023
Views Per Month: 168,300,000
Ad Equivalency: \$5,400

Aol.

First 5 O.C. to host a screening of a movie about how we're failing parent caregivers



First 5 O.C. to host a screening of a movie about how we're failing parent caregivers

October 13, 2023 - First 5 Orange County is hosting a screening of the new documentary Unseen: How We're Failing Parent Caregivers & Why It Matters. The free screening will take place in person at 5:30 p.m. on October 19 at Reimagine, 1601 S. St. Andrew Place, Santa Ana, followed by a panel discussion about this important topic moderated by Wendy Altamirano, Executive Director, Thompson Autism and Neurodevelopmental Center at CHOC.

January 19, 2024
Views Per Month: 212,000
Ad Equivalency: \$2,800

THE ORANGE COUNTY REGISTER

Cool to be kind: North OC residents recognized for paying it forward

The Kindness Awards honor seven big-hearted people from Chaffee's northern Orange County district — Rosa Dominguez of Anaheim, Gianna Mulkey of Brea, Ellie Westenhaver of Buena Park, Sandra White of Fullerton, Sara Ursenbach of La Habra, Joe Rasic of Placentia and Maria Lorena Flores of Stanton.



Sara Ursenbach was honored by Orange County Supervisor Doug Chaffee and the 2023 Kindness Awards. (Courtesy of the Office of Supervisor Doug Chaffee)

First five

First 5 commissions sprang to life a quarter-century ago, funding services for young children with tobacco tax revenues[Sara Ursenbach] of La Habra stepped in to help. She connects families to the resources they need as a professional — and also as a Family Ambassador for First 5 Orange County. She creates workshops to help parents navigate governmental systems and seeks to create systemic change in early childhood systems.

November 23, 2023
Views Per Month: 8,362,566
Ad Equivalency: \$11,400

parentingOC

Ask the Experts

Compiled by Jessica Parilla

Dealing with School Anxiety

How do I help my young child with anxiety about starting school this fall?

Visit the school. One effective way to help your child become comfortable in their new surroundings is to visit the school before the academic year begins. Walk around the campus, showing them important places, such as the playground, bathrooms and classrooms. If visiting the school isn't an option, you can create a mental picture by reading books about school together. Encourage children to share their thoughts based on what they see in the stories.

Talk and listen. Ask questions and help your child share their feelings about starting school. Sometimes children struggle to find the right words to describe their emotions, so listen to them carefully and help them name their feelings. This can build trust with your child, so they can continue to share their concerns as the school year rolls on. The Kid Builders Express Yourself activity for 4- and 5-year-olds on First 5 Orange County's website can help guide you in helping your child share their feelings.

Share your feelings too. Let your child know that feeling nervous about starting school is normal. Share a personal story about a time you felt nervous or anxious. This can help your child understand that everyone experiences these emotions and it's possible to overcome them. Teach them empowering sayings such as, "I've got this, I am brave," and provide them with tools like a fidget bracelet or simple breathing exercises to manage anxiety.

Practice gradual separation. To help your child feel more comfortable being away from you, arrange playdates or short visits to loved ones' homes. Start with short timeframes and slowly extend the length of the visit. Always say goodbye when leaving, because sneaking out can create stress for your child when they realize you're gone. Celebrate each successful visit and your child's growing independence.

Establish a routine and use visuals. A consistent morning routine can provide structure and stability for both you and your child. Plan and review the routine together the night before and able to use the restroom independently, take their jacket off and put it back on and do other simple tasks on their own. Encourage their efforts, celebrate their successes and remember that mistakes are a natural part of the learning process. By allowing them to take ownership of potty training, dressing themselves and using a backpack, you are teaching them valuable skills that will serve them in school. For free and fun activities to help build your child's skills, visit first5oc.org/kid-builders.

Stay calm and be positive. Children are sensitive to parents' emotions, so it is crucial to remain calm and positive. Project a reassuring attitude. Your child will draw strength from your composure and optimism, building a sense of security and confidence in their abilities.

If you or your child are experiencing extreme anxiety, reach out to your child's teacher for guidance and support. They have a wealth of knowledge and can provide personalized advice for your family's specific needs. You can also speak to your child's doctor, who can connect you with mental health specialists if necessary. Remember, your love and support are the key to helping your child thrive as they begin their educational journey.

Cristina Blevins is the Early Learning Systems manager for First 5 Orange County and has over 20 years of experience in early childhood education.

16 Parenting OC Magazine | August 2023

www.ParentingOC.com

August 3, 2023
Circulation: 70,000
Ad Equivalency: \$10,095

Constant Contact newsletters





Orange County
Cross-Sector Child
Care Task Force:
March 2024
Quarterly Update


First Things First

We are excited that our **FIRST IN PERSON** Task Force meeting is **TOMORROW Tuesday, March 12 from 1 to 2:30 p.m. at Applied Medical.**

We will have a tour of Applied Medical's on-site child care facility as well as hear about their work and family-friendly culture. In addition, we will have an opportunity for Task Force members to get to know one another and gather some input from you. We look forward to seeing you there! Please RSVP if you haven't done so already.

In this issue:

- Blurb about the Task Force to add to your bios
- Introducing one of our Cross-sector Child Care Task Force partners
- New Research: *"Rising Cost of Child Care Services a Challenge for Working Parents"*
- SBDC: Update on the Family Child Care Future Providers Cohort
- Summary of recent *Fortune* magazine article highlighting child care trends in the workplace
- Legislative Update



News and
Announcements

Governor's May Revision Proposes Significant Cuts to Early Childhood Services


California Governor Gavin Newsom's May Revision has been released, which includes details on expected state budget cuts. First 5s across the state have been facing a decline in tobacco tax revenue and the proposed cuts deepen the impact on programs and services for children and families.

Among the programs and services facing cuts are:

- CalWORKS Home Visiting Program,
- Universal Transitional Kindergarten,
- Children and Youth Behavioral Health Initiative,
- Child Care Slots, and
- Continuous Medi-Cal eligibility for children 0-5 was not included in the budget.

The Governor's proposed cuts add immense pressures on local First 5 organizations and early childhood providers to administer more services with less funding.


"These budget cuts deprive very young children and their families of essential services at a crucial stage in their lives," said Ramin Baschshi, M.D., Chair of the First 5 Orange County Board of Commissioners. "Our youngest citizens



Engaged
Neighborhood
Spotlight



Network Anaheim: Learn Well

Network Anaheim: Learn Well envisions an Anaheim where children and youth are ready to learn, succeed in school, and are college and career ready.



Established in 2014, Network Anaheim: Learn Well was First 5 Orange County's second Engaged Neighborhood.

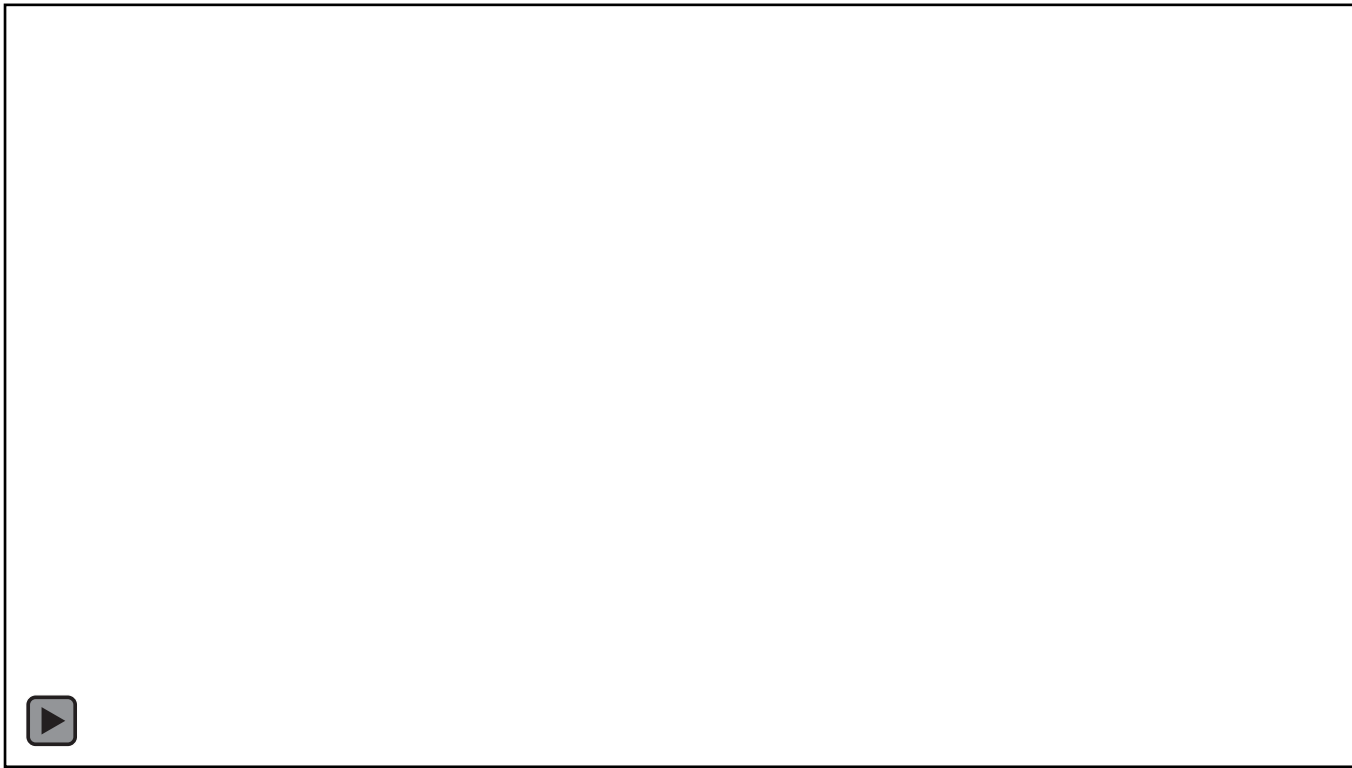
Learn Well empowers families to advocate on behalf of their young children and provides early childhood resources to families. Learn Well develops parent leaders through a Resident Leadership Academy, which trains participants to identify their community needs and then become messengers who can clearly and impactfully advocate for those needs. The Academy includes nine sessions with topics like: Telling the Stories of Our Communities through its Assets, Using Data to Support Community Change Ideas, and How to Lead, Get Others to Join and Influencers to Listen.



Focus Area Campaign – Kid Builders

- Event coverage
 - Photography and videography
- Ads
 - OCTA buses
 - Grocery TV
- Social media
 - Consistent posts
 - Special contests

Focus Area Campaign – Kid Builders



Focus Area Campaign – Child Care

- Success videos from child care incubators
- Champions of Child Care video series
- Photography
- Phase III Child Care Task Force newsletter
- Child Care webpage ongoing updates
- Social media posts

Child Care Videos

Champions of Child Care

Orange County is facing a significant lack of child care for children in their first three years of life, and what is available is not considered affordable for most families. In 2022, First 5 OC launched the Child Care Task Force, a cross-sector group of parents, employers, city representatives, child care providers, legislators, and philanthropists working together to develop and implement local solutions to the child care crisis in Orange County.

We introduce our Champions of Child Care and sit down with Task Force members to learn more about their unique perspectives and connections to the cause.



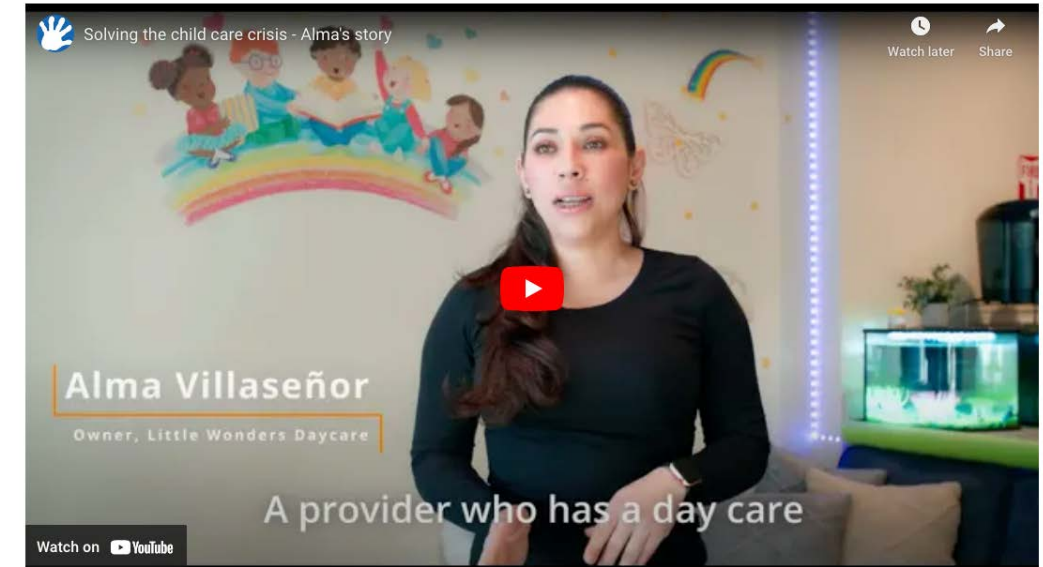
Child Care Business Program

In partnership with Orange County Community Foundation's Workforce Development Initiative, First 5 Orange County helped launch a child care business program with the Small Business Development Center, CIELO (Community for Innovation, Entrepreneurship, Leadership and Opportunities), Orange County Association for the Education of Young Children, Orange County Department of Education, and other partners.

In the program, future child care providers spend two months building their knowledge of business basics, early child development, and how to operate a child care program.

400

additional child care slots
could be created through this
program



Questions?

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ____-24-C&FC

June 5, 2024

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY DIRECTING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENT NO. PS-308 WITH CORNERSTONE COMMUNICATIONS FOR COMMUNICATIONS SERVICES; AND AUTHORIZING APPROVAL AND EXECUTION OF SUCH AMENDMENT 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. PS-308 with Cornerstone Communications (hereinafter referred to as the “Contractor”), at the President/CEO’s sole discretion, for communication 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 June 5, 2024 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 agreements, subject to minor, non-substantive revisions (unless otherwise approved by Commission in the Agenda Item) or as otherwise required to comply with external funding sources. The Agreement 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 Amendment(s); (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such Amendment(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such Amendment(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 June 5, 2024 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: __-24-C&FC

Agenda Date: June 5, 2024

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 Amendment)



Agenda Item 14
June 5, 2024

DATE: April 10, 2024
TO: First 5 Orange County
FROM: Kimberly Goll, President/CEO 
ACTION: Election of First 5 Orange County Board Chair and Vice-Chair for Fiscal Year 2024-25

SUMMARY:

First 5 Orange County's by-laws require the election of officers before the beginning of each fiscal year. This item requests the Board to elect two officers to serve as the Chair and Vice-Chair for one-year terms beginning July 1, 2024 to June 30, 2025.

DISCUSSION:

Commissioner Ramin Baschshi, M.D. and Supervisor Doug Chaffee were nominated and elected to a 12-month term as Chair and Vice-Chair on June 7, 2023. Nominations for the Chair and Vice-Chair for the upcoming fiscal year will be considered at the June 5, 2024 meeting. Staff recommends that First 5 Orange County Board members elect the Chair and Vice-Chair for the term beginning July 1, 2024, through June 30, 2025.

STRATEGIC PLAN & FISCAL SUMMARY:

There are no funding actions proposed for this item.

PRIOR COMMISSION ACTION:

- June 7, 2023 – Elected Commission Chair and Vice-Chair for Fiscal Year 2023-24
- December 1, 2021 – Elected Commission Chair and Vice Chair for 18-month term ending June 2023

RECOMMENDED ACTION:

Elect the First 5 Orange County Board Chair and Vice-Chair for Fiscal Year 2024-25.

ATTACHMENTS:

None

CONTACT: Kim Goll



Agenda Item 15
June 5, 2024

DATE: May 27, 2024

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Receive the President/Chief Executive Officers Report

Financial Update

Pursuant to First 5 Orange County's Fiscal Year 2023-2024 Investment Policy Statement, the Orange County Treasurer submits Quarterly Investment Reports to the Commission. The Investment Report (Attachment 1) summarizes investment activities for the three-month period of January 1 through March 31, 2024. The primary objective of the Treasurer is to invest the First 5 Orange County'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).

Financial highlight reports for the months of March (Attachment 2) and April (Attachment 3) are attached. The reports summarize information regarding year-to-date revenue, expenses, and Encumbrances.

Policy Update

On May 10th, Governor Newsom released the May Revise budget proposal for fiscal year 2024-2025. The state faces an estimated \$70 billion deficit. The January budget proposal addressed nearly \$40 billion of the shortfall, and the legislature passed an Early Action Budget Package to address an additional \$17 billion. This left the remaining budget challenge at around \$27 billion. The May Revise intends to reduce this deficit through funding delays, reductions/pullbacks, trigger reductions, and borrowing. Proposed reductions/eliminations impactful to early childhood include:

- *CalWORKs Home Visiting Program* – there is a proposed reduction of \$47.1 million, which is a 45% reduction in funding.
- *California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program* – this is a proposal to eliminate the planned investment of \$550 million that would support the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Program. This was previously a “delay” in the January budget proposal. The Administration has signaled that this investment could be considered for inclusion in education facilities bond proposals being contemplated by the Legislature.
- *Child Care Slot Expansion* – the proposal will indefinitely pause the multi-year child care expansion that was previously negotiated in prior budget years. This would be a reduction of \$489 million in 2024-25 and \$951 million in 2025-26.
- *Preschool Inclusivity* – this would eliminate programing that would have supported the California State Preschool Programs in receiving higher reimbursements rates for State

Preschool programs to serve at least 10% of students with disabilities by 2026-27. Providers would continue to be required to serve at least 5% of students with disabilities.

The policy team is actively engaged in advocacy efforts to address the proposed reduction of \$47.1 million in funding for the CalWORKs Home Visiting Program. The team has reached out to legislators, the Orange County Board of Supervisors, and connected with other advocacy groups to advocate for the preservation of this funding. We will continue to share impacts to First 5 OC's work and families in Orange County as the budget is finalized in June. Further details on the 2024-25 May Revise are available on the [Budget website](#).

First 5 OC Technical Advisory Committee Summit

First 5 Orange County's Technical Advisory Committee (TAC) holds a minimum of two meetings a year, with one of these meetings being a community-facing event to share early childhood systems work. On May 10th, the TAC held its first community-facing event on the collaborative work of Detect & Connect OC which is focused on increasing well-child visits, developmental screening, and linkage to services. More than 30 invited stakeholders attended to help strategize how to move this work forward. In small groups, participants reviewed and discussed posters with background information and data about Detect & Connect OC, well visits and developmental screening in Orange County, and system barriers that exist. The information shared helped to frame a discussion on potential solutions. Solutions discussed fell into six categories: Prevention and Parent/Caregiver Engagement; Screening and Diagnosis; IT/Infrastructure; Care Model Redesign; Workforce Incentives; and System Sustainability. Based on the discussion at the summit, strategies related to three of the potential solutions rose to the top for further action. They include systematizing a model that works (workforce, care model and payment), parent engagement and prevention, and a technology platform to help with referrals based on appointment availability. In July, Detect & Connect OC's Steering Group will convene to develop next steps around these three areas.

Action Plan Update

Attachment 4 provides a summary matrix with an overarching view of our Action Plans, staff leads, and current progress status. A more detailed summary of accomplishments and challenges for each Action Plan is provided as Attachment 5. Below are few notable highlights from our work over the past several months.

- We participated in eight Kid Builder events in April and May and launched a 12-week ad campaign on 40 OCTA buses.
- All 25 school district early learning agreements were approved by their boards.
- The first Community Health Worker cohort, which included six participants supported by First 5 OC, graduated in May and they are now in their internship phase.
- The prenatal group classes launched with MOMS and Padres Unidos completing a series each, in Santa Ana and Garden Grove.
- The Equity Commitment Accountability Plan is complete.
- The First 5 OC Technical Advisory Committee held its first summit, focusing on solutions to barriers for families to access well-child visits, developmental screens, and linkage to services.

ATTACHMENTS:

1. Investment Report
2. March 2024 Financial Highlights
3. April 2024 Financial Highlights
4. Summary of First 5 Orange County Action Plans for 2023-2024
5. Summary of Progress on Strategic Plan Action Plans

**First 5 Orange County
Quarterly Investment Report
January 1, 2024 through March 31, 2024**

OVERVIEW

Pursuant to the First 5 Orange County (Commission) fiscal year 2023/2024 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 January 1 through March 31, 2024.

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 Treasurer's Pool (OCTP). As of March 31, 2024, these totaled \$70,410,784.51. All funds are managed by the Office of the Orange County Treasurer. We have attached a summary of key OCTP investment information (Attachment A).

ORANGE COUNTY TREASURER'S POOL

The primary goal of the OCTP 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 January, February, and March 2024. The net year-to-date yield for fiscal year 2023/2024 is 4.161%, net of the estimated investment administrative fee to be lower than the 5.0 basis points primarily due to higher average balances than originally estimated and higher cost savings for the rest of the fiscal year. The forecast for the OCTP gross and net yields for fiscal year 2023/2024 are 4.05% and 4.00% respectively. The monthly investment administrative fee charged lowered in March to 2.0 basis fees. The OCTP 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	OCTP Accrued Interest ⁽¹⁾	OCTP Market Value	OCTP Book Value	Weighted Average Maturity (Days)	Net Asset Value	Duration
January	\$ 68,018,787	4.326%	\$ 104,595,666	\$ 15,491,500,345	\$ 15,548,893,782	333	1.00	0.87
February	\$ 65,975,776	4.518%	\$ 112,251,571	\$ 15,236,357,754	\$ 15,337,378,823	358	0.99	0.94
March	\$ 70,410,785	4.320%	\$ 124,897,462	\$ 15,128,297,260	\$ 15,205,518,068	361	0.99	0.94

(1) Accrued interest has been broken out separately from OCTP Market Value.

The OCTP market value is sensitive to changes of interest rates as it invests 100% in fixed income investments. With a month end balance of \$70.4 million and duration of 0.94, every 1% increase or decrease in short term interest rates would have an additional estimated \$661,861.37 decrease or increase in the value below book value.

ECONOMIC UPDATE

The U.S. economy continues to experience employment gains yet, inflation remains above the Federal Open Market Committee's (FOMC) target of 2%. Employment gains averaged 276,000 per month, higher than the previous quarter's 212,000 per month average. Headline inflation remained elevated at 3.5% year over year, higher than the previous quarter's 3.4%. Core inflation, which excludes food and energy, increased 3.8% from a year ago, the highest level since 1992. The Federal Open Market Committee (FOMC) held the Fed Funds Rate (Rate) at a range of 5.25-5.50% at the meetings on March 20, 2024 and on May 1, 2024. Neither the financial market nor the FOMC are pricing a change at the next FOMC meeting. Other U.S. economic releases from the first quarter of 2024:

- The unemployment rate ended the quarter at 3.8% (survey: 3.8%) at the end of the first quarter, down 0.1% from February, but up 0.1% from the prior quarter.
- The Empire State Manufacturing Index decreased to -20.9 (survey: -7.1) from -14.5 in the fourth quarter while the Philadelphia Fed Index rose to 3.2 (survey: -2.1) from -12.8 at the end of the fourth quarter. The Federal Reserve uses these indexes as regional economic gauges with a positive reading signaling economic expansion.

The Treasury par yield curve rose as interest rates increased during the first quarter. The 90-day Treasury Bill par yield increased to 5.46% from 5.40%. The 2-year Treasury Note par yield rose to 4.59% from 4.23% while the 10-year Treasury Bond par yield increased to 4.20 from 3.88%.

COMPLIANCE MONITORING

As of March 31, 2024, 100% of the holdings of the Commission were in compliance with the Commission's IPS. The investment in OCIF has no compliance exceptions in the quarter ended March 31, 2024.

The County Treasurer's investments are audited regularly by the County Auditor-Controller, Internal Audit Division (AC-IAD). The AC-IAD issued two reports (Attachment D, E,) during the quarter ended March 31, 2024, as follows:

Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended September 30, 2023 - (Attachment D).

On January 17, 2024, the Auditor-Controller issued their report on Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ending September 30, 2023, that stated no compliance exceptions were identified.

Review of the Treasurer's Schedule of Assets as of September 30, 2023 - (Attachment E).

On January 30, 2024, the Auditor-Controller issued their Review of the Schedule of Assets Held by the County Treasury as of September 30, 2023. The report stated that they were not aware of any material modifications that should be made to the Schedule in order for it to be in accordance with the modified cash basis of accounting.

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 January, February, and March 2024 (Attachment B). This summary tracks compliance in a variety of areas.

STATEMENT OF ACTIVITY

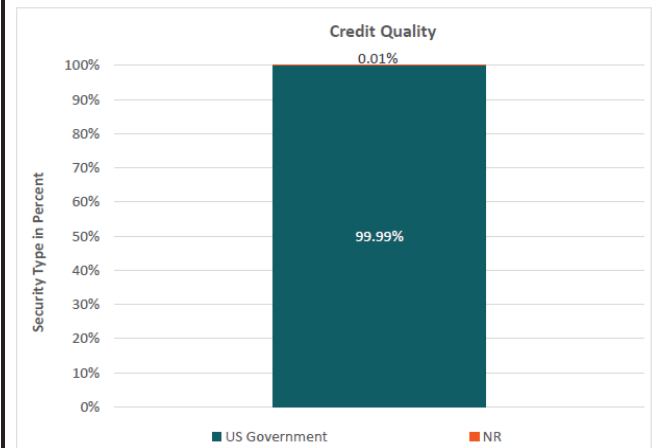
We have attached the Statement of Activity for the months of January, February, and March 2024. (Attachment C). These Statements report the beginning and ending balances of the Commission's funds invested in the OCTP.

Attachments:

- A. OCTP Summary.
- B. Statement of Activity for the months of January, February, and March 2024.
- C. Investment Policy and Treasury Oversight Committee Compliance Summaries January, February; and March 2024.
- D. Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended September 30, 2023.
- E. Review of the Treasurer's Schedule of Assets as of September 30, 2023.

**ORANGE COUNTY TREASURER-TAX COLLECTOR
ORANGE COUNTY TREASURER'S POOL
INVESTMENT POOL SUMMARY
AT March 31, 2024**

Security Type	OCTP PORTFOLIO COMPOSITION			
	Market Value ¹	% of Market Value	Book Value ¹	Unrealized Gain (Loss)
U.S. GOVERNMENT AGENCIES	\$ 10,973,461,750	72.53%	\$ 10,997,952,760	(24,491,010)
U.S. TREASURIES	3,738,113,304	24.71%	3,790,843,102	(52,729,798)
MONEY MARKET MUTUAL FUNDS	415,360,345	2.75%	415,360,345	-
LOCAL AGENCY INVESTMENT FUND	1,361,861	0.01%	1,361,861	-
TOTAL	\$ 15,128,297,260	100.00%	\$ 15,205,518,068	\$ (77,220,808)



**SUMMARY OF INVESTMENT DATA
INVESTMENT TRENDS
OCTP**

	MARCH 2024	FEBRUARY 2024	INCREASE (DECREASE)	NET CHANGE %	MARCH 2023	INCREASE (DECREASE)	NET CHANGE %
Orange County Treasurer's Pool (OCTP)							
End Of Month Market Value ¹	\$ 15,128,297,260	\$ 15,236,357,754	\$ (108,060,494)	-0.71%	\$ 14,155,434,937	\$ 972,862,323	6.87%
End Of Month Book Value ¹	\$ 15,205,518,068	\$ 15,337,378,823	\$ (131,860,755)	-0.86%	\$ 14,699,666,613	\$ 505,851,455	3.44%
Monthly Average Balance	\$ 14,963,608,044	\$ 15,239,484,468	\$ (275,876,424)	-1.81%	\$ 14,227,054,066	\$ 736,553,978	5.18%
Year-To-Date Average Balance ²	\$ 14,579,375,678	\$ 14,531,346,631	\$ 48,029,047	0.33%	\$ 13,048,032,699	\$ 1,531,342,979	11.74%
Monthly Accrued Earnings ³	\$ 55,529,329	\$ 55,260,475	\$ 268,854	0.49%	\$ 39,041,317	\$ 16,488,012	42.23%
Monthly Net Yield ³	4.300%	4.498%	-0.198%	-4.40%	3.253%	1.047%	32.19%
Year-To-Date Net Yield ³	4.161%	4.143%	0.018%	0.43%	2.185%	1.976%	90.43%
Annual Estimated Gross Yield ⁴	4.050%	4.050%	0.000%	0.00%	2.615%	1.435%	54.88%
Weighted Average Maturity (WAM) ⁵	361	358	3	0.75%	199	162	81.24%

¹ Market values provided by Northern Trust, excludes accrued interest.

² The OCTP Year-To-Date Average Balance is higher than the prior year primarily due to an increase in property assessed values of 6.41% in FY 23-24.

³ The OCTP Monthly Accrued Earnings, Monthly Net Yield and Year-To-Date Net Yield are higher than prior year due to the FOMC target rate range of 5.25% -5.50%, and reinvestment yields that are higher than the current portfolio yield and the maturing securities, respectively.

⁴ The OCTP Annual Estimated Gross Yield is higher than the prior year due to continued higher yields from short-term rate increases. The OCTP Annual Estimated Gross Yield for March 2023 is reported at the actual annual gross yields for FY 22-23.

⁵ The OCTP WAM is higher than the prior year due to longer term purchases. The financial market is not pricing a change in rates at the next FOMC meeting on May 1, 2024.



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 B



octreasurer.com/publicfunds

January 31, 2024

FIRST 5 ORANGE COUNTY

Fund Number : 225

JANUARY 2024 STATEMENT

Transactions

<u>Transaction Date</u>	<u>Transaction Description</u>	<u>Amount</u>
01/01/2024	December 2023 Investment Admin Fee	\$ (2,908.52)
01/01/2024	FY 2022/2023 Investment Admin Fee Refund	\$ 5,610.02
01/17/2024	October 2023 Interest Paid	\$ 233,772.14
01/26/2024	FY 2022/2023 Interest on Refund	\$ 281.66

Summary

Total Deposit:	\$ 1,670,387.50	Beginning Balance:	\$ 68,120,087.69
Total Withdrawal:	\$ (1,771,687.86)	Ending Balance:	\$ 68,018,787.33



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 B



octreasurer.com/publicfunds

February 29, 2024

FIRST 5 ORANGE COUNTY COMMISSION

Fund Number : 225

FEBRUARY 2024 STATEMENT

Transactions

<u>Transaction Date</u>	<u>Transaction Description</u>	<u>Amount</u>
02/01/2024	January 2024 Investment Admin Fee	\$ (2,938.88)
02/22/2024	November 2023 Interest Paid	\$ 236,911.82

Summary

Total Deposit:	\$ 1,316,954.97	Beginning Balance:	\$ 68,018,787.33
Total Withdrawal:	\$ (3,359,966.12)	Ending Balance:	\$ 65,975,776.18



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 B



octreasurer.com/publicfunds

March 31, 2024

FIRST 5 ORANGE COUNTY

Fund Number : 225

MARCH 2024 STATEMENT

Transactions

<u>Transaction Date</u>	<u>Transaction Description</u>	<u>Amount</u>
03/01/2024	February 2024 Investment Admin Fee	\$ (1,083.10)
03/20/2024	December 2023 Interest Paid	\$ 256,512.63

Summary

Total Deposit:	\$	5,383,995.42	Beginning Balance:	\$	65,975,776.18
Total Withdrawal:	\$	(948,987.09)	Ending Balance:	\$	70,410,784.51

ORANGE COUNTY TREASURER-TAX COLLECTOR
OCTP INVESTMENT POLICY (IPS) COMPLIANCE SUMMARY⁽¹⁾
January 31, 2024

Investment Type	IPS Diversification Limit	Market Value of Investments ⁽²⁾	Percent of Portfolio
U.S. Government Agency Securities	100%	\$ 11,143,205,204	71.44%
U.S. Treasury Securities	100%	3,500,677,931	22.45%
Municipal Debt	20%	-	-
Medium-Term Notes	20%	-	-
Banker Acceptances	40%	-	-
Commercial Paper	40%	-	-
Certificates of Deposits	20%	-	-
Local Agency Investment Fund (LAIF)	\$75MM	1,361,861	0.01%
Repurchase Agreements	20%	-	-
Money Market Mutual Funds (MMMFs)	20%	950,851,015	6.10%
JPA Investment Pools (JPA)	20%	-	-
Supranationals	30%	-	-
		\$ 15,596,096,011	100.00%

Compliance Category	IPS Limitations	Compliance (Yes/No)
Percentage Limits		
Issuer Limit	5%	Yes
MMMFs, JPA, Repurchase Agreements ⁽⁴⁾	20%	Yes
Government Agencies Issuer	100%	Yes
Diversification Limit	See Above	Yes
Maturity/Duration Limits		
Duration ⁽⁵⁾	1.5 Years	Yes/ 0.87
Final Maturity	5 Years/1826 days	Yes/ 1750
Rating Limits		
Short Term/Long Term	A-1/≥ AA ⁽³⁾	Yes
Authorized Issuer	Approved Issuer List	Yes
Authorized Broker/Dealer	Broker/Dealer List	Yes
Net Asset Value ⁽⁶⁾	>0.9975	1.0030

(1) The 2024 IPS compliance effective January 1, 2024.

(2) All investments are marked to market in compliance with the IPS and market values are provided by Northern Trust, which includes accrued interest.

(3) Excludes US Government Debt per the 2024 IPS policy approved by the Board of Supervisors on December 19, 2023 effective on January 1, 2024.

(4) IPS requirements further limit investments in each MMMF account, JPA pool and repurchase agreement issuer to 10%.

(5) Modified duration which does not take into consideration all embedded options such as callable bonds.

Note: Compliance exceptions, if any, are noted by red shading for the specific IPS guideline.

**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POLICY (IPS) AND TREASURY OVERSIGHT COMMITTEE (TOC) COMPLIANCE SUMMARY
January 31, 2024**

COMPLIANCE CATEGORY	RESPONSIBLE PARTY	REGULATORY/POLICY GUIDELINES	CURRENT STATUS
Annual Compliance Audit of County Treasurer's Compliance with CGC Article 6	TOC	Performance Evaluation-Cal Govt. Code 27134	Annual Compliance Audit as of June 30, 2023 not yet started and RFP for procurement of audit released on January 11, 2024.
Quarterly Compliance Monitoring of County Treasury	TOC	TOC Directive	September 30, 2023 completed. December 31, 2023 in progress
Annual Schedule of Assets Audit of County Treasury	AC	Performance Evaluation-Cal Govt. Code 26920(b)	June 30, 2023 in progress.
Quarterly Schedule of Assets Review of County Treasury	AC	Performance Evaluation-Cal Govt. Code 26920(a)	September 30, 2023 completed. December 31, 2023 in progress.
Investment Administrative Fee Reconciliation of Estimate to Actual	TTC	Compensation Agreement-Cal Govt. Code 27013 and IPS Section XVI.	FY 22/23 refunds totaling approximately \$1.1 million complete.
Annual Broker/Dealer/Financial Institutions Review	TTC	Authorized Financial Dealers and Qualified Institutions	Calendar year 2022 completed.
Annual Broker/Dealer IPS Certification of Receipt	TTC	Authorized Financial Dealers and Qualified Institutions	2023 IPS certifications received from all approved brokers for OCTP and Specific Investment Accounts.
IPS Compliance Findings	TTC	Investment/Diversification/Maturity Restrictions	FY 23/24 identified six compliance incidents as of December 31, 2023.
TOC Bylaw Changes	BOS	TOC Review and BOS Annual Approval	The TOC reviewed Bylaws and made no changes at the October 25, 2023 meeting. No BOS approval required.
Annual IPS Approval	BOS	TOC Review and BOS Annual Approval	The TOC reviewed proposed IPS changes at the October 25, 2023 meeting and provided input on the proposed IPS changes. BOS approved on December 19, 2023.
TOC Annual Report	BOS	TOC Bylaws Rule 30 - Oral and Written Report	The 2023 Annual Report was approved by TOC on January 31, 2024 and is scheduled for the February 27, 2024 BOS meeting.
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 25, 2023.
TOC Certificates of Compliance	TTC	TOC Bylaws Rule 34 - Annual	The TOC members are in compliance for calendar year 2023.
TOC Ethics Training	TTC	TOC Bylaws Rule 34 - Every Two Years	The TOC members are in compliance for calendar year 2022.
TOC 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 2022.

LEGEND	
Auditor-Controller	AC
Board of Supervisors	BOS
Treasury Oversight Committee	TOC
Office of Treasurer-Tax Collector	TTC

ORANGE COUNTY TREASURER-TAX COLLECTOR
OCTP INVESTMENT POLICY (IPS) COMPLIANCE SUMMARY⁽¹⁾
February 29, 2024

Investment Type	IPS Diversification Limit	Market Value of Investments ⁽²⁾	Percent of Portfolio
U.S. Government Agency Securities	100%	\$ 11,132,056,637	72.53%
U.S. Treasury Securities	100%	3,628,668,179	23.64%
Municipal Debt	20%	-	-
Medium-Term Notes	20%	-	-
Banker Acceptances	40%	-	-
Commercial Paper	40%	-	-
Certificates of Deposits	20%	-	-
Local Agency Investment Fund (LAIF)	\$75MM	1,361,861	0.01%
Repurchase Agreements	20%	-	-
Money Market Mutual Funds (MMMFs)	20%	586,522,648	3.82%
JPA Investment Pools (JPA)	20%	-	-
Supranationals	30%	-	-
		\$ 15,348,609,325	100.00%

Compliance Category	IPS Limitations	Compliance (Yes/No)
Percentage Limits		
Issuer Limit	5%	Yes
MMMFs, JPA, Repurchase Agreements ⁽⁴⁾	20%	Yes
Government Agencies Issuer	100%	Yes
Diversification Limit	See Above	Yes
Maturity/Duration Limits		
Duration ⁽⁵⁾	1.5 Years	Yes/ 0.94
Final Maturity	5 Years/1826 days	Yes/ 1721
Rating Limits		
Short Term/Long Term	A-1/≥ AA ⁽³⁾	Yes
Authorized Issuer	Approved Issuer List	Yes
Authorized Broker/Dealer	Broker/Dealer List	Yes
Net Asset Value	>0.9975	1.0007

(1) The 2024 IPS compliance effective January 1, 2024.

(2) All investments are marked to market in compliance with the IPS and market values are provided by Northern Trust, which includes accrued interest.

(3) Excludes US Government Debt per the 2024 IPS policy approved by the Board of Supervisors on December 19, 2023 effective on January 1, 2024.

(4) IPS requirements further limit investments in each MMMF account, JPA pool and repurchase agreement issuer to 10%.

(5) Modified duration which does not take into consideration all embedded options such as callable bonds.

Note: Compliance exceptions, if any, are noted by red shading for the specific IPS guideline.

**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POLICY (IPS) AND TREASURY OVERSIGHT COMMITTEE (TOC) COMPLIANCE SUMMARY
February 29, 2024**

COMPLIANCE CATEGORY	RESPONSIBLE PARTY	REGULATORY/POLICY GUIDELINES	CURRENT STATUS
Annual Compliance Audit of County Treasurer's Compliance with CGC Article 6	TOC	Performance Evaluation-Cal Govt. Code 27134	Annual Compliance Audit as of June 30, 2023, not yet started. No vendors responded to RFP, so alternative procurement options are in process to procure the annual compliance audit. Process of vendor selection is near completion.
Quarterly Compliance Monitoring of County Treasury	TOC	TOC Directive	December 31, 2023 in progress
Annual Schedule of Assets Audit of County Treasury	AC	Performance Evaluation-Cal Govt. Code 26920(b)	June 30, 2023 in progress.
Quarterly Schedule of Assets Review of County Treasury	AC	Performance Evaluation-Cal Govt. Code 26920(a)	December 31, 2023 in progress.
Investment Administrative Fee Recalculation of Estimate to Actual	TTC	Compensation Agreement-Cal Govt. Code 27013 and IPS Section XVI.	FY 22/23 refunds totaling approximately \$1.1 million complete.
Annual Broker/Dealer/Financial Institutions Review	TTC	Authorized Financial Dealers and Qualified Institutions	Calendar year 2022 completed.
Annual Broker/Dealer IPS Certification of Receipt	TTC	Authorized Financial Dealers and Qualified Institutions	2023 IPS certifications received from all approved brokers for OCTP and Specific Investment Accounts.
IPS Compliance Findings	TTC	Investment/Diversification/Maturity Restrictions	FY 23/24 identified six compliance incidents as of December 31, 2023.
TOC Bylaw Changes	BOS	TOC Review and BOS Annual Approval	The TOC reviewed Bylaws and made no changes at the October 25, 2023 meeting. No BOS approval required.
Annual IPS Approval	BOS	TOC Review and BOS Annual Approval	The TOC reviewed proposed IPS changes at the October 25, 2023 meeting and provided input on the proposed IPS changes. BOS approved on December 19, 2023.
TOC Annual Report	BOS	TOC Bylaws Rule 34 - Oral and Written Report	The 2023 Annual Report was approved by TOC on January 31, 2024 and is scheduled for the March 26, 2024 BOS meeting.
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 25, 2023.
TOC Certificates of Compliance	TTC	TOC Bylaws Rule 40 - Annual	The TOC members are in compliance for calendar year 2023.
TOC Ethics Training	TTC	TOC Bylaws Rule 40 - Every Two Years	The TOC members are in compliance for calendar year 2022.
TOC Conflict of Interest Form 700 Filing	TTC	TOC Bylaws Rule 40 / IPS - Every Year	All current TOC members and designated employees are in compliance for calendar year 2022.

LEGEND	
Auditor-Controller	AC
Board of Supervisors	BOS
Treasury Oversight Committee	TOC
Office of Treasurer-Tax Collector	TTC

ORANGE COUNTY TREASURER-TAX COLLECTOR
OCTP INVESTMENT POLICY (IPS) COMPLIANCE SUMMARY⁽¹⁾
March 31, 2024

Investment Type	IPS Diversification Limit	Market Value of Investments ⁽²⁾	Percent of Portfolio
U.S. Government Agency Securities	100%	\$ 11,088,585,791	72.70%
U.S. Treasury Securities	100%	3,747,886,726	24.57%
Municipal Debt	20%	-	-
Medium-Term Notes	20%	-	-
Banker Acceptances	40%	-	-
Commercial Paper	40%	-	-
Certificates of Deposits	20%	-	-
Local Agency Investment Fund (LAIF)	\$75MM	1,361,861	0.01%
Repurchase Agreements	20%	-	-
Money Market Mutual Funds (MMMFs)	20%	415,360,345	2.72%
JPA Investment Pools (JPA)	20%	-	-
Supranationals	30%	-	-
		\$ 15,253,194,723	100.00%

Compliance Category	IPS Limitations	Compliance (Yes/No)
Percentage Limits		
Issuer Limit	5%	Yes
MMMFs, JPA, Repurchase Agreements ⁽⁴⁾	20%	Yes
Government Agencies Issuer	100%	Yes
Diversification Limit	See Above	Yes
Maturity/Duration Limits		
Duration ⁽⁵⁾	1.5 Years	Yes/ 0.94
Final Maturity	5 Years/1826 days	Yes/ 1690
Rating Limits		
Short Term/Long Term	A-1/≥ AA ⁽³⁾	Yes
Authorized Issuer	Approved Issuer List	Yes
Authorized Broker/Dealer	Broker/Dealer List	Yes
Net Asset Value	>0.9975	1.0031

(1) The 2024 IPS compliance effective January 1, 2024.

(2) All investments are marked to market in compliance with the IPS and market values are provided by Northern Trust, which includes accrued interest.

(3) Excludes US Government Debt per the 2024 IPS policy approved by the Board of Supervisors on December 19, 2023 effective on January 1, 2024.

(4) IPS requirements further limit investments in each MMMF account, JPA pool and repurchase agreement issuer to 10%.

(5) Modified duration which does not take into consideration all embedded options such as callable bonds.

Note: Compliance exceptions, if any, are noted by red shading for the specific IPS guideline.

**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POLICY (IPS) AND TREASURY OVERSIGHT COMMITTEE (TOC) COMPLIANCE SUMMARY
March 31, 2024**

COMPLIANCE CATEGORY	RESPONSIBLE PARTY	REGULATORY/POLICY GUIDELINES	CURRENT STATUS
Annual Compliance Audit of County Treasurer's Compliance with CGC Article 6	TOC	Performance Evaluation-Cal Govt. Code 27134	Annual Compliance Audit as of June 30, 2023 not yet started. Alternative procurement options are in process to procure the annual compliance audit.
Quarterly Compliance Monitoring of County Treasury	TOC	TOC Directive	December 31, 2023 in progress
Annual Schedule of Assets Audit of County Treasury	AC	Performance Evaluation-Cal Govt. Code 26920(b)	June 30, 2023 in progress.
Quarterly Schedule of Assets Review of County Treasury	AC	Performance Evaluation-Cal Govt. Code 26920(a)	December 31, 2023 in progress.
Investment Administrative Fee Recalculation of Estimate to Actual	TTC	Compensation Agreement-Cal Govt. Code 27013 and IPS Section XVI.	FY 22/23 refunds totaling approximately \$1.1 million complete.
Annual Broker/Dealer/Financial Institutions Review	TTC	Authorized Financial Dealers and Qualified Institutions	Calendar year 2023 in progress.
Annual Broker/Dealer IPS Acknowledgement of Receipt	TTC	Authorized Financial Dealers and Qualified Institutions, IPS Section XI	2024 IPS Acknowledgement of Receipt requests in progress.
IPS Compliance Findings	TTC	Investment/Diversification/Maturity Restrictions	FY 23/24 identified six compliance incidents as of March 31, 2023.
TOC Bylaw Changes	BOS	TOC Review and BOS Annual Approval	The TOC reviewed Bylaws and made no changes at the October 25, 2023 meeting. No BOS approval required.
Annual IPS Approval	BOS	TOC Review and BOS Annual Approval	The TOC reviewed proposed IPS changes at the October 25, 2023 meeting and provided input on the proposed IPS changes. BOS approved on December 19, 2023.
TOC Annual Report	BOS	TOC Bylaws Rule 34 - Oral and Written Report	The 2023 Annual Report was approved by TOC on January 31, 2024 and received by the BOS on March 26, 2024.
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 25, 2023.
TOC Certificates of Compliance	TTC	TOC Bylaws Rule 40 - Annual	The TOC members are in compliance for calendar year 2023.
TOC Ethics Training	TTC	TOC Bylaws Rule 40 - Every Two Years	The TOC members are in compliance for calendar year 2022.
TOC Conflict of Interest Form 700 Filing	TTC	TOC Bylaws Rule 40 / IPS - Every Year	All current TOC members and designated employees are in compliance for calendar year 2022.

LEGEND	
Auditor-Controller	AC
Board of Supervisors	BOS
Treasury Oversight Committee	TOC
Office of Treasurer-Tax Collector	TTC



Andrew N. Hamilton, CPA Orange County Auditor-Controller



Internal Audit

Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended September 30, 2023

Audit Manager: Michael Steinhaus
Auditor II: John C. Lim, CIA

Audit Number 2304
Report Date: January 17, 2024



OFFICE OF THE
ORANGE COUNTY AUDITOR-CONTROLLER

ANDREW N. HAMILTON, CPA
AUDITOR-CONTROLLER

DATE: January 17, 2024

TO: Treasury Oversight Committee

FROM: Michael Steinhaus, Audit Manager

SUBJECT: Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended September 30, 2023

At the request of the Treasury Oversight Committee, we have completed our compliance monitoring of the Treasurer's investment portfolio for the quarter ended September 30, 2023. Our report is attached for your review.

We appreciate the assistance extended to us by the personnel of the Treasurer-Tax Collector during this engagement. If you have any questions please contact me at 714-834-6106.

Other recipients of this report:

Board of Supervisors
Audit Oversight Committee
Dana Schultz, Assistant Treasurer-Tax Collector
Jason Prole, Director of Investments
Brian Winn, Accounting/Compliance Manager
Salvador Lopez, Chief Deputy Auditor-Controller
John Lim, Auditor II
Foreperson, Grand Jury
Robin Stieler, Clerk of the Board of Supervisors
Eide Bailly LLP, County External Auditors

Internal Auditor's Report

We have completed our compliance monitoring of the Treasurer's investment portfolio for the quarter ended September 30, 2023. The purpose of our engagement was to determine whether the Treasurer's investment portfolio complied with the Treasurer's Investment Policy Statement (IPS).

We analyzed the FIS Quantum data for 15 business days to perform the following procedures:

1. Authorized Investments (IPS Sections VI, VII, IX, and XI): We selected one investment purchase per day and confirmed that it conformed to the IPS restrictions.
Results: We found no exceptions.
2. Diversification Limits (IPS Section VIII.1): We confirmed that investments did not exceed the diversification limits.
Results: We found no exceptions.
3. Maximum Maturity Limits (IPS Section VIII.2): We confirmed that investments did not exceed the maximum maturity limits.
Results: We found no exceptions.
4. Lower Maturity Limits (IPS Section VIII.1): We confirmed that investments with lower limits than those covered by IPS Section VIII.2 did not exceed the lower maturity limits.
Results: We found no exceptions.
5. Issuer Concentration Limits (IPS Section VIII.1): We confirmed that the investments did not exceed the issuer concentration limits.
Results: We found no exceptions.
6. Financial Reporting (IPS Section XXI): We confirmed that T-TC reported any compliance exceptions in the Treasurer's Monthly Investment Report.
Results: We found no exceptions.

This report is intended solely for the information and use of the Treasury Oversight Committee and the Office of the Treasurer-Tax Collector; however, this report is a matter of public record and its distribution is not limited.



Michael Steinhaus
Audit Manager
January 17, 2024



Andrew N. Hamilton, CPA Orange County Auditor-Controller



Internal Audit

Review of the Treasurer's Schedule of Assets as of September 30, 2023

Audit Manager: Michael Steinhaus
Auditor II: John C. Lim, CIA

Audit Number 2307
Report Date: January 30, 2024



OFFICE OF THE
ORANGE COUNTY AUDITOR-CONTROLLER

ANDREW N. HAMILTON, CPA
AUDITOR-CONTROLLER

DATE: January 30, 2024

TO: Honorable Board of Supervisors

FROM: Michael Steinhaus, Audit Manager

SUBJECT: Review of the Treasurer's Schedule of Assets as of September 30, 2023

Pursuant to GOV Section 26920(a), we have reviewed the Treasurer's Schedule of Assets (Schedule) as of September 30, 2023, and the related notes to the Schedule. We use the term schedule instead of statement because the Schedule only presents the assets in the County Treasury; it does not present the financial position of the County Treasury. A statement fairly presents financial position in conformity with GAAP (e.g., a statement of net position), and a schedule presents data on legally prescribed basis different from GAAP (e.g., GOV Section 26920). Our report is attached for your review.

We appreciate the assistance extended to us by the personnel of the Treasurer-Tax Collector during this engagement. If you have any questions please contact me at 714-834-6106.

Other recipients of this report:

Members, Audit Oversight Committee
Dana Schultz, Assistant Treasurer-Tax Collector
Jason Prole, Director of Investments
Brian Winn, Investment Accounting/Compliance Manager
Salvador Lopez, Chief Deputy Auditor-Controller
John Lim, Auditor II
Foreperson, Grand Jury
Robin Stieler, Clerk of the Board of Supervisors
Eide Bailly LLP, County External Auditor

Independent Accountant's Review Report

We have reviewed the accompanying Orange County Treasurer's Schedule of Assets (Schedule) as of September 30, 2023, and related notes to the Schedule. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the Schedule as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Schedule

Management is responsible for the preparation and fair presentation of the Schedule in accordance with the modified cash basis of accounting; this includes determining that the modified cash basis is an acceptable basis for the preparation of the Schedule in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of Schedules that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the Schedule for it to be in accordance with the modified cash basis of accounting. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Orange County Treasurer and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the Schedule in order for it to be in accordance with the modified cash basis of accounting.

Basis of Accounting

We draw attention to Note 1 of the Schedule, which describes the basis of accounting. The Schedule is prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our conclusion is not modified with respect to this matter.



Michael Steinhaus
Santa Ana, California
January 30, 2024

Attachment E
Orange County Treasurer's
Schedule of Assets as of September 30, 2023
(Dollar Amounts in Thousands)

	Orange County Treasurer's Pool	Specific Investment Accounts	Bond Proceeds Account
Cash	\$ 5,796	\$ 0	\$ 0
Investments (Fair Value)	13,479,133	542,386	21,381
Total Assets	\$ <u>13,484,929</u>	\$ <u>542,386</u>	\$ <u>21,381</u>

See Notes to Schedule as of September 30, 2023

Note 1 – Summary of Significant Accounting Policies

The Financial Reporting Entity

The Orange County Treasurer-Tax Collector (TTC) is responsible for tax collection, banking, investment, disbursement and accountability of public funds. The TTC invests the cash of the Orange County Investment Fund (OCIF), which in State law is called the County Treasury, and defined as all monies under the investment authority of the TTC. The OCIF consists of three types of Funds, pooled funds called the Orange County Treasurer's Pool (OCTP), Specific Investment Accounts and a Bond Proceeds Account that are included in the Schedule of Assets. The OCTP is managed on behalf of the pool participants that include the County, local school and community college districts, who are required by State statute to deposit funds with the TTC, and other non-mandatory local agencies and districts. The OCTP is maintained for the County and other non-County entities for the purpose of benefiting from economies of scale through pooled investment activities. The Specific Investment Accounts are governed by the IPS and the Bond Proceeds Account is governed by a bond indenture and both account types have separate agreements between the County and/or a participant's governing board to invest funds that are set up for a specific requirement and where the investment may extend beyond five years.

The State of California allows the Board of Supervisors (Board) the ability to delegate the investment authority to the TTC in accordance with Section 53607 of the California Government Code (CGC). On an annual basis, the Board delegates the investment authority to the TTC. Pursuant to CGC 27130-27137, the Board has established the Treasury Oversight Committee (TOC) to monitor and review the Investment Policy. The TOC consists of members appointed from the districts or office that they represent and four members of the public, with a majority having expertise or an academic background in public finance.

The OCTP is not registered with the Securities and Exchange Commission as an investment company and does not have any legally binding guarantees of share values. The accompanying Schedule of Assets Held by the County Treasury (Schedule) is intended to separately report cash and investments in the County Treasury as of September 30, 2023.

Financial Statement Presentation

The Schedule has been prepared using the modified cash basis, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Receipts are recognized when received by the Treasurer and disbursements are recognized when paid by the bank. Investment transactions are recorded on the settlement date, and the value of investments is stated at fair value in accordance with *Governmental Accounting Standards Board (GASB) Statement No. 72, Fair Value Measurement and Application*.

Cash

As of September 30, 2023, the OCTP maintained accounts at Wells Fargo bank. Demand deposits of public funds at financial institutions that are not covered by the Federal Depository Insurance Corporation (FDIC) are required to be collateralized under CGC Section 53652 et. seq. and the IPS, which also prescribe the amount of collateral at market value that is required to secure these deposits. All such collateral is considered to be held by an agent of depository pursuant to CGC Section 53658. The pledge to secure deposits is administered by the California Department of Financial Protection and Innovation. Obligations pledged to secure deposits must be delivered to an institution other than the institution in which the deposit is made; however, the trust department of the same institution may hold them. Written agreements are required to provide, among other things, that the collateral securities are held separately from the assets of the custodial institution.

Collateral is required for demand deposits at 110% of all deposits not covered by FDIC. Obligations of the United States and its agencies, or obligations of the State or its municipalities, school districts, and district corporations are pledged. Collateral of 150% is required if a deposit is secured by first mortgages or first trust deeds upon improved residential real property located in California. FDIC is available for demand deposits and time saving deposits at any one financial institution up to a maximum of \$250.

Investments

The TTC invests in securities for the OCTP, the Specific Investment Accounts, and the Bond Proceeds Account. Investments are recorded at the settlement date. Investments held by the TTC are exposed to risks such as interest rate risk, credit risk, concentration of credit risk and custodial credit risk.

Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, fixed income investments of longer maturities are more sensitive to changes in market interest rates. Declines in the fair value of investments are managed by limiting the length of the maturity of the securities and providing daily and ongoing liquidity in the portfolio. The Treasurer manages its exposure to interest rate risk by carefully matching incoming cash flows and maturing investments to meet expenditures and by maintaining a duration of 1.50 years or less. The duration of OCTP at September 30, 2023 is 0.71 year.

Credit Risk

This is the risk that an issuer or other counterparty to an investment may not fulfill its obligations or that negative perceptions of the issuer's ability to make these payments will cause the price to decline. The County is not required to disclose the credit of obligations of the U.S. government or obligations explicitly guaranteed, which as of September 30, 2023, represents 17.94% of OCTP. All U.S. Government Agencies, Money Market Mutual Funds and LAIF represent 76.30%, 5.75% and 0.01% of OCTP and have a rating of AA, AA+ and Non-rated respectively. The Specific Investment Accounts are 96.97% in U.S. Treasuries and 3.03% in U.S. Government Agencies. The Bond Proceeds Account is 15.64% in U.S. Treasuries, 82.21% in U.S. Government Agencies, and 2.15% in Money Market Mutual Funds.

Concentration of Credit Risk

This is the risk of loss attributed to the magnitude of a government's investment in a single issuer. As of September 30, 2023, all OCIF investments were in compliance with applicable state law, bond indentures and/or the IPS single issuer limits.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that in the event of the failure of the counterparty, the County will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. The IPS does not permit investments in uninsured and unregistered securities not held by the County. The Treasurer utilizes third party Delivery Versus Payment which mitigates any custodial credit risk. Securities purchased by the Treasurer are held by third party custodians in their trust department to mitigate custodial credit risk. At year-end, in accordance with the IPS, the OCIF did not have any securities exposed to custodial credit risk, and the Treasurer did not have any securities lending at September 30, 2023.

Investment Strategy

The TTC's investment strategy for the OCTP is to preserve principal, provide liquidity to meet the disbursements needs and generate a yield within the parameters of prudent risk management. The cash flow needs of the OCTP participants are monitored daily to ensure that sufficient liquidity is maintained to meet the needs of participants. The TTC's basic investment strategy is to buy and hold, to a designated maturity, high quality fixed income investments.

The Specific Investments Accounts are used to account for the schedule of assets for individual investment accounts. The individual investment strategies are customized to the needs of the requesting participants.

The Bond Proceeds Account is invested according to the bond indenture and are used to account for the schedule of assets for an Educational District and is customized to the needs of the District.

The investments in the accompanying Schedule are reported at fair value. The table below summarizes the investments stated at fair value for OCTP, Specific Investment and the Bond Proceeds Accounts as of September 30, 2023:

	Orange County Treasurer's Pool	Specific Investment Accounts	Bond Proceeds Account
U.S. Treasuries	\$ 2,418,286	\$ 525,925	\$ 3,345
U.S. Government Agencies	10,284,515	16,461	17,577
Money Market Mutual Funds	775,332	0	459
Local Agency Investment Fund	1000	0	0
	<u>\$ 13,479,133</u>	<u>\$ 542,386</u>	<u>\$ 21,381</u>

Financial Highlights as of March 31, 2024

Comparison of Budget vs. Actual Fiscal Year 2023-2024 Unaudited Period Ending 03/31/24

FY 2023-24 FY 2023-24
Amended Budget Actuals

Financing Sources

Tobacco Tax Revenue	\$17,940,000	\$11,873,333	66.2%
Interest Earnings	100,000	1,907,214	1907.2%
Other Revenue	<u>4,337,700</u>	<u>1,379,291</u>	31.8%

Revenue Total **\$22,377,700** **\$15,159,838**

Expenses*

Prenatal-to-Three*	\$11,173,020	\$3,865,750	34.6%
School Readiness Initiative	7,986,860	3,486,630	43.7%
Homeless Prevention	633,000	502,689	79.4%
Children's Dental*	300,000	839,936	280.0%
Systems Building	3,601,952	873,311	24.2%
Performance Evaluation	<u>708,000</u>	<u>361,288</u>	51.0%

Program Services **\$24,402,832** **\$9,929,604**

Admin. Functions** 1,776,916 826,558 46.5%

Total Operating Exp. **\$26,179,748** **\$10,756,162**

*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 \$826,558 and encumbrances of \$1,004,019 were 7.00% of the Fiscal Year 2023-2024 Budget of \$26.2 million. Final administrative expenses are projected to be 6.5% at year-end.

Total Encumbrances as of March 31, 2024 including multi-year contracts through Fiscal Year 2023/2024

Prenatal-to-Three	\$14,857,066
School Readiness Initiative	\$5,902,112
Homeless Prevention	\$1,731,234
Children's Dental	\$0
System Building	\$1,911,320
Performance Evaluation	\$400,011
Admin. Functions	\$1,004,019

Revenue and Cash Balance Update

Tobacco Tax Revenue has been reported through Feb 2024. Current year revenue (July 2023 – Feb 2024) as reported by First 5 California is \$13.6 million including the annual backfill amount of \$5.0 million and revenue through February.

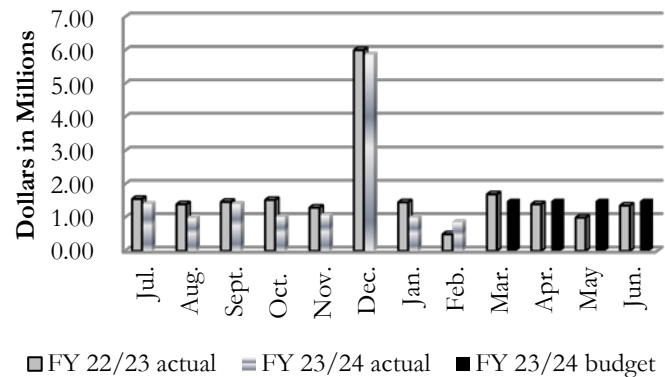
Interest earnings for July 2023 through March 2024 are \$1,907,214.

Systems Funding Update

\$49,308,635 in One-Time System Funding was expensed from Fiscal Year 2012-2013 through Fiscal Year 2022-2023.

As of March 31, 2024, \$5.2 million was encumbered for one-time System Building programs.

Fiscal Year 2022-23 & 2023-24 Tobacco Monthly Revenues



Fiscal Year 2022-2023 Ending Fund Balance From Commission Long Term Financial Plan

Beginning Fund Balance, July 1, 2022 \$63,362,269

Total Revenue 26,357,442
Total Program Expenses (24,094,286)
Fund Balance for System Building Projects (12,591,365)

June 30, 2023 Fund Balance **\$53,034,060***

*Based on Commission action through April 2023 and financial results through June 30, 2023. 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 April 30, 2024

Comparison of Budget vs. Actual Fiscal Year 2023-2024 Unaudited Period Ending 04/30/24

FY 2023-24 FY 2023-24
Amended Budget Actuals

Financing Sources

Tobacco Tax Revenue	\$17,940,000	\$13,724,900	76.5%
Interest Earnings	100,000	2,161,464	2161.5%
Other Revenue	<u>4,337,700</u>	<u>3,066,262</u>	70.7%

Revenue Total **\$22,377,700** **\$18,952,626**

Expenses*

Prenatal-to-Three*	\$11,173,020	\$4,536,309	40.6%
School Readiness Initiative	7,986,860	5,116,495	64.1%
Homeless Prevention	633,000	584,534	92.3%
Children's Dental*	300,000	839,936	280.0%
Systems Building	3,601,952	972,396	27.0%
Performance Evaluation	<u>708,000</u>	<u>395,015</u>	55.8%

Program Services **\$24,402,832** **\$12,444,684**

Admin. Functions** 1,776,916 1,064,951 59.9%

Total Operating Exp. **\$26,179,748** **\$13,509,635**

*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 \$1,064,951 and encumbrances of \$956,154 were 7.72% of the Fiscal Year 2023-2024 Budget of \$26.2 million. Final administrative expenses are projected to be 6.5% at year-end.

Total Encumbrances as of April 30, 2024 including multi-year contracts through Fiscal Year 2023/2024

Prenatal-to-Three	\$14,432,241
School Readiness Initiative	\$4,347,507
Homeless Prevention	\$1,699,389
Children's Dental	\$0
System Building	\$1,875,441
Performance Evaluation	\$351,559
Admin. Functions	\$956,154

Revenue and Cash Balance Update

Tobacco Tax Revenue has been reported through Mar 2024. Current year revenue (July 2023 – Mar 2024) as reported by First 5 California is \$14.5 million including the annual backfill amount of \$5.0 million and revenue through March.

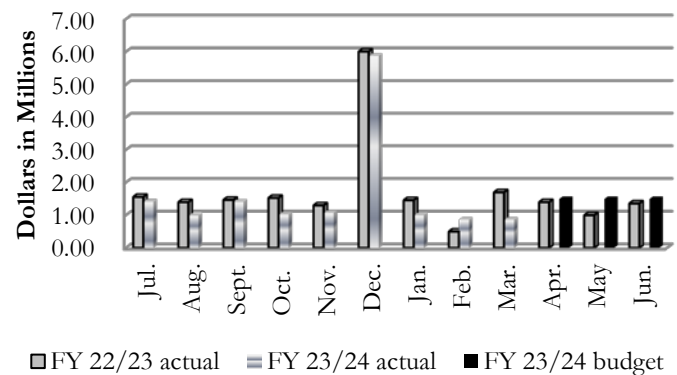
Interest earnings for July 2023 through April 2024 are \$2,161,464.

Systems Funding Update

\$49,308,635 in One-Time System Funding was expensed from Fiscal Year 2012-2013 through Fiscal Year 2022-2023.

As of April 30, 2024, \$5.1 million was encumbered for one-time System Building programs.

Fiscal Year 2022-23 & 2023-24 Tobacco Monthly Revenues



■ FY 22/23 actual ■ FY 23/24 actual ■ FY 23/24 budget

Fiscal Year 2022-2023 Ending Fund Balance From Commission Long Term Financial Plan

Beginning Fund Balance, July 1, 2022 \$63,362,269

Total Revenue 26,357,442
 Total Program Expenses (24,094,286)
 Fund Balance for System Building Projects (12,591,365)

June 30, 2023 Fund Balance **\$53,034,060***

*Based on Commission action through April 2023 and financial results through June 30, 2023. 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.

Summary of First 5 Orange County Action Plans for 2023-2024

Action Plan	Staff Lead	Status
1. Increase awareness and use of Kid Builders in Orange County	Lisa Burke	On Track
2. Build universal school district support for a realignment of work focused on connection to child care, family engagement, and linkage to health systems and services	Cristina Blevins	Complete
3. Implement home visiting regional work plans for state funded program management and technical assistance	Andrew Montejo	On Track
4. Implement Orange County's home visiting work plan for state funded program management and technical assistance	Yvette Nuñez	On Track
5. Develop a performance management reporting structure for Prenatal to Three reporting agencies	Yvette Nuñez	Delayed
6. Assess feasibility and if feasible develop strategy to the Community Health Worker benefit to support sustainability for Prenatal to Three services	Sara Brown	On Track
7. Expand First 5 OC-funded services to prenatal families	Sara Brown	On Track
8. Increase use of and integrate Family Wellness Plans (plans of safe care) in Orange County	Yvette Nuñez	On Track
9. Increase stakeholder commitment to advance policy for early childhood	Tiffany Alva	On Track
10. Increase access to quality infant and toddler child care	Cristina Blevins	On Track
11. Develop an accountability plan for First 5's Equity Commitment	Lisa Burke	Complete
12. Develop countywide vision and action plan for continuum of care for Early Relational Health	Anaiah Brown	On Track
13. Increase Well-Child Visits, developmental screens, and linkage to service	Lisa Burke, Sara Brown	On Track
14. Assist doulas in utilizing the Doula Benefit in Orange County	Anaiah Brown	On Track
15. Increase number of communities and families that are empowered changemakers and have access to resources	Cristina Blevins	On Track

Attachment 5
Summary of Progress on Strategic Plan Action Plans
June 2024

1. Increase awareness and use of Kid Builders in Orange County

Accomplishments: We are working on creating Kid Builder toolkits, tailored to different audiences, including libraries, health care providers and child care providers. We started with libraries and the library toolkit is almost complete. We are set to begin a partnership with an Anaheim public library this summer. In addition to the toolkits, our team worked with OCTA to develop exterior bus ads promoting Kid Builders activities and linking to our website. The ads began to run on 40 buses the week of April 26 and continue for a 12-week run. We monitor traffic to First 5 OC's website, and with the Kid Builder promotion, we have seen an increase in traffic. In the months of April and May, we participated in eight events showcasing Kid Builders.

2. Build universal school district support for a realignment of work focused on connection to child care, family engagement, and linkage to health systems and services

Accomplishments: All twenty-five School Districts that we work with to support kindergarten readiness and collection of Early Development Index data have received their new 3-year agreement and all have been approved by their boards.

3. Implement home visiting regional work plans for state funded program management and technical assistance

Accomplishments: First 5 OC continues to lead the regional cohort of First 5s from Imperial, Riverside, and San Bernardino counties using funds from First 5 California's Regional Technical Assistance for Home Visiting Coordination and Integration Project. This work includes three regional trainings, and in April, the second training, titled "Culturally and Linguistically Appropriate Care," was held in Anaheim with participation from 50 home visiting leaders across the four counties. The training provided a deeper understanding of different home visiting models to meet the needs of diverse populations. Model experts from across the country presented on integrating community-driven approaches within evidence-based home-visiting models. Home visitors also had time to discuss best practices around the models and share creative ways they have met the cultural needs of their communities. To further optimize service delivery, a subcommittee has formed to explore coordinated entry pathways into Home Visiting programs and recommendation will come early next fiscal year.

4. Implement Orange County's home visiting work plan for state funded program management and technical assistance

Accomplishments: Representatives from the Orange County Home visiting collaborative attended the regional training on cultural and linguistic appropriate care. There have been two successful subcommittee meetings to discuss opportunities to create a coordinated entry system into home visiting. This would leverage current home visiting services and better match families to supports. The home visiting collaborative has begun conversations about the need for

Attachment 5

Summary of Progress on Strategic Plan Action Plans

June 2024

an administrative infrastructure to support a coordinated referral system. They have also developed universal communication to promote countywide messaging around home visiting.

5. Develop a performance management reporting structure for Prenatal to Three reporting agencies

Accomplishments: We met with First 5 LA to learn about their performance management system and gain insights on potential structures and strategies.

Challenges: This action plan is delayed. We have been waiting for the expanded network of prenatal to three/home visiting partners so that we can have a collective discussion about performance management, rather than conversations with organizations one by one. After the agenda item today on home visiting agreements, this work can move forward in earnest.

6. Assess feasibility and if feasible develop strategy to the Community Health Worker benefit to support sustainability for Prenatal to Three services

Accomplishments: We continue to assess the feasibility of the CHW role as part of our sustainability plan. The first CHW cohort, which included six participants supported by First 5 OC, graduated in May and they are now in their internship phase. We also have an executed agreement and have received a first payment from CalOptima for F5 participation in the CHW Learning Academy, which is a step towards vendor contracting (anticipated to begin in October). We expect the Academy to provide us with learnings around contracting, IT infrastructure needs and billing.

Challenges: Much of this work is subject to CalOptima timelines and responses and we anticipate some back and forth as we navigate these early learnings, being that this is a new benefit being deployed for CalOptima members. Also, while we would like to support additional participants to attend a second CHW academy, a date for it to begin is not finalized.

7. Expand First 5 OC-funded services to prenatal families

Accomplishments: The prenatal educational group series are well underway. Two classes have already been completed by MOMS and Padres Unidos in Santa Ana and Garden Grove, respectively. A third class is currently in progress, also in Santa Ana. A total of 43 individuals registered for these three classes. Over the past few months, Padres Unidos has worked with community schools to develop an MOU to hold prenatal classes, as well as working with a church in San Juan Capistrano. MOMS is partnering with Ponderosa Family Resource Center (FRC) in Anaheim to have the classes there. In June MOMS, will start a class at the Ponderosa FRC in Anaheim, and Padres Unidos will start a class in San Juan Capistrano in late June. We are currently exploring sites that could support the prenatal group series for Arabic families.

Attachment 5

Summary of Progress on Strategic Plan Action Plans

June 2024

8. Increase use of and integrate Family Wellness Plans (plans of safe care) in Orange County

Accomplishments: First 5 OC provides technical assistance for the countywide group working to expand the use of Family Wellness Plans in Orange County. Key organizations in this group include First 5 OC, Health Care Agency, and Social Services Agency. There is a hospital coordination workgroup that is currently working on a newborn risk assessment tool to help improve the safety and health of the baby. A pilot with hospitals is also underway to identify processes and best practices for integrating Family Wellness Plans. Three of the eight high birthing hospitals First 5 OC funds are participating in the pilot, which will integrate the newborn screening tool as well as Family Wellness Plans. We are also leveraging Help Me Grow's prenatal outreach to educate and engage OB and prenatal providers about Family Wellness Plans. Additionally, one of our Family Ambassadors who has lived expertise presented recently at the F5 home visiting partner meeting to build their knowledge around Family Wellness Plans.

The Stigma and Discrimination Workgroup is developing education and training for health care professionals as its first priority. Health Care Agency has established a notification portal to document the initiation of Family Wellness Plans, and developed a survey of service providers to identify needs and barriers to integrate Family Wellness Plans in the community, hospital systems and county systems.

We also continue work on a data dashboard to gather data on Family Wellness Plans and families' outcomes in Orange County.

Challenges: We need to identify an agency to support with engagement and point of contact for hospitals and community organizations who are using Family Wellness Plans.

9. Increase stakeholder commitment to advance policy for early childhood

Accomplishments: The policy team is setting up site visits and continuing to engage the OC delegation offices. First 5 OC has supported AB 2983: the prenatal-to-3 system workgroup; and SB 1397 CalWORKs: Home Visiting Program. We have also sent in letters of support for continuous Medi-Cal Coverage implementation for children 0-5. All offices have been supportive of our requests. We are continuing to set up site visit with the OC delegation to showcase the HealthySteps program and the importance of First 5s and strengthening the infrastructure for families and children ages prenatal to 5.

As mentioned in other Action Plan updates, First 5 OC has secured funding for expansion of HealthySteps, and participation in the CHW Academy as well as support for a second cohort to receive CHW certification. This reflects new stakeholder support for early childhood work.

The policy team is also reaching out to CalOptima to discuss next steps for an MOU that is required between all First 5s and the local Managed Care Plans.

Attachment 5

Summary of Progress on Strategic Plan Action Plans

June 2024

Challenges: First 5 OC is working with the First 5 Association to find support for AB 2982 as there is a cost to the prenatal-to-3 system workgroup. Additionally, while we continue to work with the First 5 Association on the \$100 million budget ask, this effort has unfortunately stalled due to the state budget deficit.

10. Increase access to quality infant and toddler child care

Accomplishments: The ECE Systems Collaborative had been hearing presentations from the various child care subsidy funding sources, to better understand the process for the funding as well as the funding requirements. Thus far they have had presentations regarding CAPP, CFCC (FCCHEN), CCTR, and CSPP. CHS also presented regarding the Centralized Eligibility List and the enrollment process. OCAEYC also presented on their organization and the supports they offer to providers. The remaining presentations include CIELO, Help Me Grow, and CalWORKs child care funding.

The Cross Sector Task Force conducted an extensive scan on available toolkits for cities and completed a memo about the findings. We also met with stakeholders from cities and the affordable housing community to ascertain what would be most impactful, and they indicated they would appreciate mini-resource guides rather than a comprehensive toolkit.

A total of 44 participants successfully completed all eight sessions of the third Small Business Development Council (SBDC) child care business incubator offering. Of those, 11 have submitted a child care licensing application, and one has received her license to open an Family Child Care in Santa Ana. Planning is underway for cohort four to begin July 17th. SBDC's commitment to this partnership is strong, but also is predicated on funding. The May Revise proposed a 49% cut to SBDC's programming which may impact this program. More to come.

IMPACT participation numbers are as follows: non-state funded programs = 122 programs. Family Child Care homes = 107. This includes a total of 346 participating classrooms. As the IMPACT Legacy grant comes to an end with unknown future funding projections, First 5 California has launched the Building Equitably Early Learning Systems (BEELS) initiative. This initiative will be facilitated by WestEd staff to support local consortia in building equitable access to early learning programming. BEELS orientation with county groups will begin this summer. Additionally, First 5 California will be convening a state level group to support their strategic planning around early learning.

11. Develop an accountability plan for First 5's Equity Commitment

Accomplishments: The Accountability Plan has been completed and is being presented to the First 5 OC Board as part of the June agenda. The updated "Equity Commitment and Accountability" will be uploaded to the First 5 OC website after the Board meeting. An action plan that lays out the steps and timeline for implementation will be developed over the next few months with progress reported through this summary document beginning in August.

Attachment 5
Summary of Progress on Strategic Plan Action Plans
June 2024

12. Develop countywide vision and action plan for continuum of care for Early Relational Health

Accomplishments: This work is on track. The consulting firm supporting the work has held multiple focus groups and key stakeholder interviews over the past two months. A countywide Early Childhood Mental Health (ECMH) stakeholder and leaders group has been formed to center and improve county support and the ECMH continuum.

13. Increase Well-Child Visits, developmental screens and linkage to service

Accomplishments: The First 5 OC Technical Advisory Committee, in partnership with Detect & Connect OC, held its first summit in May, focused on developing local solutions to barriers that families face in receiving well-child visits and developmental screens and accessing needed services. Solutions discussed fell into six categories: Prevention & Parent/Caregiver Engagement, Screening & Diagnosis, IT/Infrastructure, Care Model Redesign, Workforce Incentives and System Sustainability. Based on the discussion, there was particular interest in strategies related to three potential solutions: systematizing a model that works (workforce, care model and payment), parent engagement/prevention, and a technology platform to help with referrals based on appointment availability. As a next step, Detect & Connect OC's Steering Group – which First 5 OC facilitates – will convene to develop next steps around each. First 5 OC also continues to promote the joint communications campaign developed by the Detect & Connect Collaborative, along with other partners. In addition, we are developing a series of short video clips for families to use with their young children to work on key speech and language milestones.

Staff and consultants have been gearing up for the expansion of HealthySteps clinics. An application and all the related documents for a Notice of Funding Availability are being finalized with an anticipated publish date in early June. This NOFA is the first step in identifying federally qualified health clinics to participate in HealthySteps implementation through the recently-secured CalOptima funding.

14. Assist doulas in utilizing the Doula Benefit in Orange County

Accomplishments: We have five doulas in the program with one completing PAVE portal enrollment. With the upcoming launch of the Black Infant Health Program and the Doula stipend program, we are using various interventions to combat county C-Section rate disparities.

Challenges: Enrollment in the PAVE portal has many time-consuming requirements. For example, a business license application can take numerous weeks slowing down the enrollment process for Doulas. Additionally, there has been low uptake in application submissions for our doula stipend program.

Attachment 5
Summary of Progress on Strategic Plan Action Plans
June 2024

15. Increase number of communities and families that are empowered changemakers and have access to resources

Accomplishments: Now that we have hired our new Community and Family Engagement Senior Program Officer, this focus area is being transitioned to his portfolio of work. He has begun to work with other staff and consultants on creating a long-term vision for the community engagement work, which is anticipated to be complete in December 2024 (a six-month delay due to hiring and onboarding). We have been working on a document that defines multiple tiers of engagement of parents with First 5 OC, and it is currently being presented to the Engaged Neighborhoods and Family Ambassadors. We are beginning to have conversations with organizations to explore the possibility of an Engaged Neighborhood in south Orange County. The Engaged Neighborhoods have continued to implement their scopes of work, and the Family Ambassadors are being integrated into their workgroups. One of our Family Ambassadors has been working with CHOC and gathering feedback from parents during Wellness on Wheels community resource events. Two Family Ambassadors are actively participating in the OC Fatherhood Coalition, one in the SEEDs Coalition, one in the child care cross sector task force, and two in the Family Support Task Force.