#### AGENDA

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

Wednesday, June 4, 2025, 9:00 A.M.

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

#### JACKIE FILBECK

Chair

**SOLEDAD L. RIVERA** Vice Chair

VERONICA KELLEY, DSW, LCSW Commissioner

ANGIE ROWE Commissioner

VICENTE SARMIENTO Commissioner RAMIN BASCHSHI, MD Commissioner

**YVETTE LAVERY, MPA, MBE** Commissioner

IRENE SALAZAR Commissioner

AN TRAN Commissioner

President/CEO Kimberly Goll Commission Counsel Cassie Trapesonian Clerk of the Commission Jamie Ross, Deputy

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

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

Please click the link below to join the webinar: <u>https://us02web.zoom.us/j/88359930264?pwd=Ym9SSmxoRnJ1OWcvdDcxM0w0cVBWZz09</u> Passcode: 302048 Or One tap mobile: US: +16699009128,, 883 5993 0264#,,,,\*302048# or +16694449171,, 883 5993 0264#,,,,\*302048# Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 669 900 9128 or +1 669 444 9171 or +1 253 205 0468 Webinar ID: 883 5993 0264 Passcode: 302048

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.

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#### AGENDA

1. <u>In-Person Comment</u> - 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. <u>Written Comment</u> - Public comments may be submitted in writing by emailing them to <u>First5OC@cfcoc.ocgov.com</u>. 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 3, 2025. 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 <u>First5OC@cfcoc.ocgov.com</u> or (714) 834-2206.

All supporting documentation is available for public review online at <u>https://first5oc.org/</u> and 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 Ambassadors
- 2. Receive presentation on First 5 Orange County's Infant and Toddler Child Care Landscape

#### **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 First 5 Orange County Doula Stipend Program
- 4. Receive and file Orange County California Investment Policy
- 5. Approve updated roster for qualified consultant applicants

#### **<u>PUBLIC HEARING ITEMS</u>**: (Items 6 – 7)

- 6. Conduct Public Hearing and receive the First 5 California 2023-2024 Annual Report and the California State Controller's results of Audit Oversight of County Commissions
- 7. Conduct Public Hearing, review and confirm Strategic Plan, and adopt resolutions approving Fiscal Year 2025-2026 proposed budget and Fiscal Year 2024-2025 amended budget

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#### AGENDA

#### **REGULAR ITEMS**: (8 – 14)

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

- 8. Adopt resolutions authorizing agreements and amendments to agreements with designated organizations to provide consulting and data collection and management services
- 9. Authorize receipt of funds and adopt resolution authorizing a Memorandum of Understanding with Covina-Valley Unified School District for First 5 Orange County to serve as Child Find Exemplar Lead of the CalECSE Network
- 10. Receive summary of First 5 Orange County communications for 2024-2025 and future staffing strategy and adopt resolution approving Agreement with Cornerstone Communications to support communications work for 2025-2026
- 11. Adopt resolution authorizing agreements with organizations to implement a portion of the Black PEARL Model
- 12. Adopt resolution authorizing agreements and amendments to agreements with designated organizations for Home Visiting services
- 13. Adopt resolution authorizing agreement with Health Management Associates to provide technical assistance for Medi-Cal Leveraging and home visiting strategies
- 14. Adopt resolution authorizing agreement with Community for Innovation, Entrepreneurship, Leadership, and Opportunity (CIELO) to administer stipends to Family Child Care Business Incubator participants

#### PRESIDENT/CEO REPORT: (Item 15)

- 15. Receive President/Chief Executive Officers Report
  - a. Governor's May Revision: Impact on Children's Health and Services
  - b. Developmental Play Groups Launch
  - c. Finance update
  - 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 6, 2025Regular Meeting, 9:00 A.M.October 1, 2025Regular Meeting, 9:00 A.M.

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



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

> Agenda Item 2 June 4, 2025

DATE:	April 29, 2025
TO:	First 5 Orange County
FROM:	Kimberly Goll, President/CEO Similarly See
ACTION:	Receive Presentation on First 5 Orange County's Infant and Toddler Child Care Landscape

A focus of First 5 Orange County's Strategic Plan is increasing quality infant and toddler child care. Multiple efforts are underway, including implementing workforce expansion and training, growing child care business sustainability, building and supporting employer and community partnerships, and expanding child care infrastructure and accessibility. All of these efforts will strengthen and build capacity of infant and toddler child care providers.

Foundational to our child care strategy is having access to accurate, up-to-date data on both the supply and demand for child care across Orange County. This information helps to identify service gaps and child care deserts, and also illustrates the broader impact of child care access on family well-being, workforce participation, and economic stability. Robust data allows us to make informed decisions, target resources effectively, and advocate for system-level improvements that benefit children, families, and providers. Over the past several months, we have been working to update the Child Care Landscape that we completed in 2020.

Cristina Blevins will provide an update on the Child Care Landscape, along with work related to our strategies to affect systems change.

#### ATTACHMENT:

1. Child Care Presentation

**CONTACT**: Cristina Blevins

Item 2 – Attachment 1

# Child Care Update

June 4, 2025

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- Updated Child Care Landscape
- First 5 OC's Child Care Initiatives & Strategies



### Updated Child Care Landscape



# Key Findings

- Changes in licensing and age definitions impact our ability for data comparison
- The percentage of young children with all parents working has grown
- There are licensed spots for only 1 in 8 infants and toddlers in OC
- Average cost for full time, center-based care for two children has increased by about 50%
- Economic impacts to employers and the economy have grown





# Changes in Licensing and Age Definitions

- Licensing data
  - 2025: No age break down due to statewide change.
- New age definitions:
  - 2020: Infant/Toddler = 0-35 months; Preschool = 36-60 months
  - 2025: Infant/Toddler = 0-23 months; Preschool = 24-60 months



# Caregivers' Ability to Participate in the Workforce

- Since 2019, the percent of young children with all parents working has grown:
  - 2019
    2023
    61%
    68%
- Historically, Orange County has mirrored state trends, with a slightly higher percentage of all parents working

Sources: Center for American Progress: Early Learning Fact Sheet 2019 <u>https://www.americanprogress.org/wp-content/uploads/sites/2/2019/09/California.pdf</u> and A 2024 Review of Child Care and Early Learning in the United States <u>https://www.americanprogress.org/article/a-2024-review-of-child-care-and-early-learning-in-the-united-states/</u>



# Supply/Capacity Compared to Number of Children

- In 2025, for infants and toddlers (0-23 months), there are approximately 8.3 children per licensed slot.
- For preschoolers (24-60 months), there are 2.3 children per licensed slot.
- In other words, there are licensed slots for about 12% of infants/toddlers, and about 42% of preschoolers.
- If 68% of infants/toddlers needed child care,<sup>1</sup> there would be more than 5 children per licensed slot.

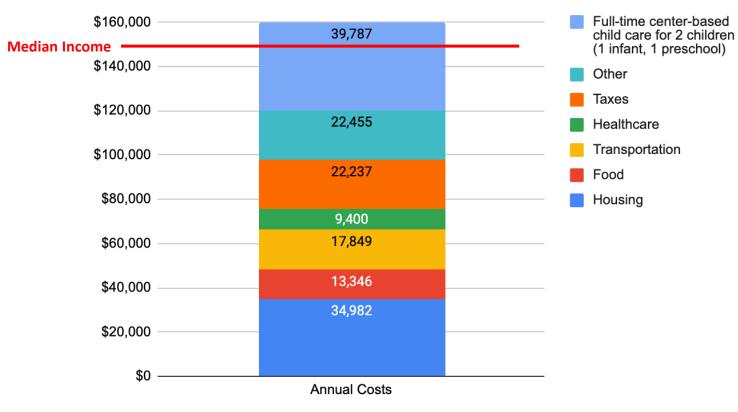
<sup>1</sup> Based on new data re: the percent of children with all parents working

Sources: Demographic data – U.S. Census Bureau – <u>Public Use Microdata Sample (2023), 5-Year Estimates</u>; Capacity data – Children's Home Society 2025 data; Licensed Capacity in Family Child Care Homes – estimates for age breakdown based on prior years; Child Care Desert Definition – Center for American Progress



## Price of Child Care Continues to Break Most Families' Budgets

 Total annual costs for full-time center-based child care for a family with 2 children under 6: \$39,787





Impact to the Orange County Economy & Employers is Significant and Growing

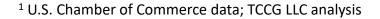
- \$5.47 <u>Billion</u> annually in lost productivity and wages (+27%)
- \$536 Million annually in lost tax revenue (+44%)
- More than 71,600 lost jobs annually due to disruptions or gaps in child care (+7%)

Note: The impact of child care combines economic impact on Orange County family and the overall Orange County Economy with impact on Orange County employers

### Child Care Problems Affect Working Parents/Guardians

- 1 in 5 arrive late to work due to gaps in child care (Same as 2019)
- 1 in 6 have to leave work early on a regular basis (Same as 2019)
- 1 in 8 are forced to reduce their hours or are not able to go into fulltime positions (Improved from 1 in 10 in 2019)
- 1 in 10 either choose to resign or lose their jobs due to child care challenges (Improved from 1 in 11 in 2019)

Note: These are conservative estimates for working parents with children under 6



# Parents Shared Many Challenges Finding Child Care for their Children with Disabilities

"We had so many challenges. Private daycare wasn't an option because my son wasn't potty trained at three, and he had behavioral issues....Between my work, child care challenges, and all the therapy appointments for my son, it was very stressful."

"I was brought to tears on several occasions trying to find child care for my son."

"As a single parent, I need child care embedded with therapies. And I need flexibility the ability to call and say, 'hey he is having an issue this morning and I have to bring him in late'. For me, the most difficult part was that there were a lot of child care programs in OC - everywhere and different types - but not ones that would accept him. I was on the waitlist for a year. I have it worked out now, but it was very difficult for a long time."

Sources: NP Strategies interviews; Families and Providers: Providing High Quality Care for Children with Special Needs, January 2024, Early Childhood Mental Health Collaborative



# Child Care Provider Needs

- Qualified staff with a desire to support children with disabilities and special needs
- Access to ongoing consultation with specialists (e.g., speech, occupational therapy, etc.)
- Behavior specialists on staff

*"There is a HUGE shortfall"* in Orange County children with disabilities really have nowhere to go for child care. Parents have to give up their jobs until children can go to school and even then, after school options are very *limited.* Staff are not equipped and don't understand so they turn away those children"

– ABA Provider,Orange County



# OC Providers Serving Children With Disabilities

	Asthma	Behavioral Disorder/ Emotional	Developmenta I Delays	Diabetes	Visual/ Hearing Impaired	Learning Disorder	Non- Abulatory	Physical Impairment	Seizures or Epilepsy	Speech & Language
FCC	147	101	127	63	9	52	38	64	8	113
Center- Based	189	113	128	80	28	75	74	68	32	133
Total	336	214	255	143	37	127	112	132	40	246

Source: Children's Home Society, 2025 data





# Bright Spots

- Provider training
- Infant & early childhood mental health consulting for providers
- Co-located therapy/child care exist that can be learned from and modeled



### First 5 OC's Initiatives & Strategies for Continued Work



### First 5 OC's Child Care Initiatives

Workforce Development Child Care Cross-Sector Task Force Child Care Systems Collaborative Additional System Efforts



### Workforce Development

### OCBC Jobs First Sector Investment Coordinator

- \$250,000 (Jobs First) to support grantees funded by the Jobs First collaborative in projects revolving around child care
- OC Pathways
  - \$75,000 (OCDE) to create buy in for apprenticeships and connect apprentice programs with potential employers 2 employee partners and 4 partners in the pipeline

### • Business Cohorts

• 55 participants trained, licensed to be quality child care providers with business skills; up to 220 infant and toddler slots and up to 330 including preschoolers; 24 participants in process of getting licensed

### • Quality Start OC

• 327 private, in-home, and family, friend and neighbor providers received quality improvement training & strategies



### Cross Sector Task Force

### Housing Workgroup

 Request for Information will create a list of child care operators that can be accessed by housing developers when creating child care spaces in their developments

### • Legislative Workgroup

- Leverage city survey data to streamline city policies and procedures that impact opening new child care businesses
- Communications Workgroup
  - Create campaign that will highlight businesses and agencies with exceptional family friendly practices



### Systems Collaborative

- Intentional systems-level collaboration as new funding opportunities arise
- Resource guide that references the available services and supports available to ECE providers
- Social Media Campaign that distributes information about available ECE resources
- Increase Coordination of the Centralized Eligibility List (CEL)



## Learning & Collaboration Sessions

### **Greater understanding of...**

- Funding sources and models
- Program priorities and requirements
- Requirements, scopes and limitations
- Structure and capacity
- Variety of initiatives and programs
- The system as a whole

### Led to...

- Additional partners brought into the system discussion
- Increased partnerships and collaboration
- Greater intentionality in existing collaborations and initiatives
- Identification of collaborative activities for 2025





### Additional System Efforts

- Support for Houseless Families
  - Streamline referral process and navigation supports by collaborating with 211, SSA, and CHS
- Child Find
  - Participate in the CalECSE Network
- Streamline Processes for Children with Special Needs
  - Convene districts and Regional Center to improve timely transition and families' access to supports
- Universal Pre-Kindergarten (UPK) Opportunities
  - Work with districts to build relationships with local providers and focus on family-centered care opportunities



### Questions?



5/28/2025

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



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

> Agenda Item 3 June 4, 2025

**DATE:** June 4, 2025

TO: First 5 Orange County

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

Genilely Gel

ACTION: Receive Report on the First 5 Orange County Doula Stipend Program

#### SUMMARY:

The First 5 Orange County Doula Stipend program was created in partnership with CalOptima Health to address the financial constraints for community-based doulas to meet the requirements to become a Medi-Cal Provider. This item is an update on the program and outlines our proposed transition plan.

#### **DISCUSSION:**

The California Department of Health Care Services (DHCS) launched a Medi-Cal benefit for doulas, allowing qualified doulas to enroll as Medi-Cal providers through the Provider Application and Validation for Enrollment (PAVE) portal. This online platform, managed by DHCS, is designed to streamline and expedite the enrollment process for healthcare service providers into the Medi-Cal program. However, the launch of this benefit revealed numerous barriers that prevented doulas from successfully enrolling in the PAVE portal, making it challenging for them to become Medi-Cal providers.

Among the barriers identified, financial support to cover costs such as fees for business licenses and required trainings (e.g., CPR and the Health Insurance Portability and Accountability Act) rose to the top. Following stakeholder discussions, and in partnership with CalOptima Health, the First 5 Orange County Doula Stipend program was launched in November 2023 to address these financial barriers.

Over the past year and a half, we implemented a variety of outreach strategies to promote the program and encourage applications. These efforts included targeted communication to key stakeholders, ongoing social media promotion, outreach via First 5 OC e-blasts, and sharing information across multiple collaboratives. Despite these efforts, we received a total of 23 applications. Of these, three doulas have completed all program activities and are now enrolled as Medi-Cal providers, while five doulas are currently active in the program and working toward enrollment through the DHCS PAVE portal. These participants have been completing required steps such as CPR and HIPAA certification, submitting documentation, obtaining National Provider Identifier (NPI) numbers, and preparing verification materials to qualify through either the training or experience pathway outlined by DHCS.

The remaining 15 applicants were placed on a waitlist due to not meeting the program's original eligibility criteria, which focused specifically on supporting doulas who had not yet begun the enrollment process. To better support doulas facing financial barriers, we are expanding the

program's inclusion criteria to allow participation from doulas who are already active in or have completed the PAVE enrollment process. This change will enable us to issue stipends to those on the waitlist and ensure broader support for the doula workforce.

Additionally, CalOptima has decided to conclude distribution of funds for this initiative as part of their internal budget decisions. After providing stipends for the doulas on the waitlist, approximately \$12,000 of First 5 OC's original allocation for doula stipends will be unspent. We have other partnerships and funding in place to support doulas and strengthen family connections, including our collaboration with UCI on the Black PEARL model, our Kaiser-funded initiative to train community members to become doulas, and our prenatal strategy connecting families to doula services.

We recognize the critical role doulas play in physical and emotional support for birthing persons and families through the perinatal and postpartum period. With fewer than 25 doulas currently enrolled as Medi-Cal providers in Orange County, and persistent maternal health disparities, there is an ongoing need to increase the number of doulas in the county and make sure families have access to doula services. We continue to align our efforts with the goals of supporting the Medi-Cal doula population and enhancing maternal health outcomes in Orange County.

#### 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.

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

- October 2024 Received Update on Program Progress
- August 2023 Approval of Funding to Support a Doula Stipend Program

#### **RECOMMENDED ACTION:**

Receive update for Orange County Doula Stipend Program and next steps to support doulas in Orange County.

#### ATTACHMENTS:

None

**CONTACT:** Sara Brown and Anaiah Brown

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



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

> Agenda Item 4 June 4, 2025

**DATE:** May 2, 2025

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

Genilely Gel

**ACTION:** Receive and File Orange County California Investment Policy

#### SUMMARY:

First 5 Orange County annually reviews its Investment Policy Statement. This item presents and requests annual confirmation and approval of the Orange County California Investment Policy Statement.

#### **DISCUSSION:**

On December 15, 1998, the Board of Supervisors adopted an O.C. Children and Families ordinance #98-18, establishing the Children and Families Commission and Trust Fund. All First 5 Orange County funds are managed as part of the Orange County Investment Pool (OCIP). As approved in May 2012, First 5 Orange County does not operate a separate investment program.

#### **Governing Authority**

The Commission, as the governing body, is the fiduciary authorized to make investment decisions on behalf of First 5 Orange County. The investment program shall be operated in conformance with federal, state, and other legal requirements, including California Government Code 53600-53609, for the investment of First 5 OC funds.

#### **Investment Parameters**

First 5 OC maintains deposits of all operating and surplus funds at the Orange County Treasurer-Tax Collector as originally agreed upon in the County Services Agreement prepared by the Orange County CEO. Interest earnings are apportioned on a monthly basis. Monthly and quarterly reports are published for First 5 OC and regularly provided to the Commission detailing investment activities.

#### **Investment Policy Statement**

California Government Code contains specific provisions regarding the types of investments and practices permitted after considering the broad requirement of preserving principal and maintaining liquidity before seeking yield. First 5 Orange County, as a local agency, may invest only in those instruments specified by State law.

By statute, consideration of the Investment Policy Statement is annually required. The updated Orange County California Investment Policy was approved on February 11, 2025 by the Orange County Board of Supervisors. The policy statement is designed to be compliant with State law and provides the structure for the prudent investment of funds deposited in the County treasury. The full Investment Policy is included as Attachment 1.

#### STRATEGIC PLAN & FISCAL SUMMARY:

The recommended actions have been reviewed in relation to the Strategic Plan and are consistent with all goal areas. No funding is requested in this item.

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

- April 2024 Received and considered Investment Policy Statement
- June 2023 Received and considered Investment Policy Statement

#### **RECOMMENDED ACTIONS:**

- 1. Receive and file Orange County California Investment Policy.
- 2. Direct the First 5 Orange County Children and Families Commission/Orange County Treasurer-Tax Collector to continue to report First 5 OC investment transactions and activities in the Monthly and Quarterly Investment Reports.

#### ATTACHMENT:

1. Orange County California Investment Policy

**CONTACT:** Michael Garcell

# **Orange County California**



### **Investment Policy**

(Approved By B.O.S. 2/11/2025)

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#### ORANGE COUNTY INVESTMENT POLICY

#### **PURPOSE**

The Orange County Investment Policy ("Policy") provides the structure for the prudent investment of the funds of the County of Orange ("County") and the funds of other depositors in the County treasury.

#### I. <u>POLICY STATEMENT</u>

The Policy is prepared in accordance with California State law and based on prudent money management practices. The primary goal is to invest public funds in a manner that 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 within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The Orange County Investment Fund (OCIF), which includes all cash balances deposited into the Treasury, is designed to meet both the investment and cash requirements of our participants.

#### II. <u>SCOPE</u>

This Policy governs the investment of funds deposited into the County treasury. This Policy is more restrictive than State law in certain areas. Funds from bond proceeds may be invested in accordance with Government Code section 53601(m), which authorizes investment in accordance with the statutory provisions governing the issuance of the bonds, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the approved documents providing for the issuance.

#### 1. Pooled Funds:

The County will maintain a pooled investment fund. The pooled fund's name is the Orange County Treasury Pool (OCTP). Government Code Sections 53600 *et seq.*, 53630 *et seq.* and 27000.3 guide the investment requirements of the OCTP, and, if applicable, the OCTP may be a permitted investment for bond proceeds.

#### 2. Specific Investment Accounts:

The County or a participant that deposits funds in the County treasury may request a specific investment account to invest funds pursuant to a specific investment objective. Such investments may include cash required for future long-term needs. All new specific investment accounts require the written approval of the County Investment Manager, as defined in Section IV (Investment Authority). If approved, the investments will be matched to the time-horizon for their future use or to an identified liability. The County or the governing body of any participating agencies will be required to sign a written agreement acknowledging that there may be risk to principal should they desire to redeem funds early.

In addition, no investment will be made in any security that at the time of the investment has a term remaining to maturity in excess of five years, unless the appropriate legislative body has granted express authority either specifically or as part of an investment program approved by that legislative body no less than three months prior to the investment.

#### III. PRUDENT INVESTOR STANDARD

The Board of Supervisors, as a fiduciary of public funds adheres to the "prudent investor" standard as stated in Government Code sections 27000.3 and 53600.3. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the Board of Supervisors shall act with care, skill, prudence and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the County and other depositors that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the County and the other depositors. Within the limitation of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

The Board of Supervisors and those delegated staff shall act in accordance with written procedures and the Policy, exercise due diligence, report in a timely fashion and implement appropriate controls to mitigate adverse developments

#### IV. INVESTMENT AUTHORITY

The authority to invest the funds of the County and the funds of other depositors in the County Treasury rests with the Board of Supervisors. The Board may delegate its investment authority as it determines appropriate. Throughout this Policy, the "County Investment Manager" shall be defined as the County official or individual who is authorized by the Board to invest the funds of the County and the funds of other depositors in the County treasury.

#### V. <u>OBJECTIVES</u>

The primary investment objectives, presented in their absolute order of priority, are:

#### 1. SAFETY

Safety of principal is the foremost investment objective. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.

The County Investment Manager shall seek to preserve principal and minimize capital losses by mitigating credit risk and market risk as follows:

- a) **Credit Risk:** Defined as an issuer's ability and willingness to repay interest and principal. Credit risk shall be mitigated by diversifying the fund among issues and issuers so that the failure of any one issue or issuer would not result in a significant loss of income or principal to participants.
- b) Market Risk: Defined as the risk of market value fluctuations due to changes in the general level of interest rates. Because longer-term securities generally have greater market risk than shorter-term securities, market risk will be mitigated by establishing a maximum duration for OCTP. Occasional market losses on individual securities may occur with portfolio management and they must be considered within the context of the overall investment return.

#### 2. LIQUIDITY

Liquidity refers to the ability to sell an investment at any moment with a minimal chance of principal loss. OCIF will maintain sufficient liquidity for the purpose of meeting all daily operating requirements based on reasonably anticipated cash flow needs.

#### 3. YIELD

Yield refers to the objective of attaining a market rate of return commensurate with the risk profile and cash flow characteristics of the portfolio throughout budgetary and economic cycles. Although the County Investment Manager may employ certain indices to gauge the funds' rate of return, such indices shall be used solely for comparative purposes and do not constitute a warranty or guarantee of actual fund performance. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. As noted in Government Code Section 53601.6, securities issued by, or backed by, the United States government can result in zero or negative interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates.

#### **MARK-TO-MARKET**

The OCTP and Specific Investment Accounts investments are marked to market daily. The OCTP will attempt to maintain a \$1.00 net asset value (NAV) to the extent reasonably possible and consistent with the Board of Supervisors' trust and fiduciary duty. If the ratio of the market value of OCTP divided by the book value of OCTP is less than \$.9975, then the variance will be reported as well as any expected impact on the OCTP ability to meet forecasted cash outflows. In addition, the County Investment Manager may decide to sell holdings as necessary to maintain the OCTP's NAV above \$.9975. However, the OCTP \$1.00 NAV is not guaranteed or insured by the Board of Supervisors nor is OCTP registered with the Securities Exchange Commission (SEC).

The County Investment Manager will provide the NAV of OCTP and each Specific Investment Account in the investment report.

#### VI. AUTHORIZED INVESTMENTS

The County is authorized to invest in specific types of securities as provided in the Government Code. Investments not specifically listed below are prohibited. All securities must be United States dollar denominated. The County Investment Manager may place orders for the execution of transactions with or through such broker/dealers, banks or counterparties as may be selected from time to time at his/her discretion, consistent with legal requirements and this Policy.

The OCTP and Specific Investment Accounts may invest in the following areas to the extent they are consistent with the investment objectives, do not violate the investment restrictions, and adhere to limitations specified in this section, and Sections VII and VIII.

#### 1. U.S. TREASURY SECURITIES

United States Treasury bills, notes, bonds, or certificates of indebtedness, for which the full faith and credit of the United States are pledged for the payment of principal and interest.

#### 2. U. S. GOVERNMENT AGENCY SECURITIES

Obligations, participations, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise (GSE). There is no limit on the percentage of OCTP that can be invested in this category including no issuer limit.

#### 3. COMMERCIAL PAPER

Commercial Paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a Nationally Recognized Statistical Rating Organization

("NRSRO"). The entity that issues the commercial paper shall meet either of the following conditions in paragraph (a) or paragraph (b):

- a) Has total assets in excess of five hundred million dollars (\$500,000,000), is organized and operating within the United States as a general corporation and has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
- **b**) Is organized in the United States as a special purpose corporation, trust, or limited liability company, has program-wide credit enhancements including, but not limited to overcollateralization, letters of credit or a surety bond, and has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

#### 4. NEGOTIABLE CERTIFICATES OF DEPOSIT

Negotiable certificates of deposit issued by a nationally or state-chartered bank, savings association, or a federal association (as defined by Section 5102 of the California Financial Code), or by a federally licensed or state-licensed branch of a foreign bank.

#### 5. REPURCHASE AGREEMENTS

Investments in repurchase agreements for the purpose of this Policy means a purchase of securities by the County Investment Manager pursuant to an agreement by which the seller will repurchase the securities on or before a specified date and for a specified amount and will deliver the underlying securities to the County by book entry, physical delivery, or by third party custodial agreement. The term of a repurchase agreement shall not exceed one year and have capital of not less than \$500,000,000. The term "securities," for the purpose of repurchase agreements, means securities of the same issuer, description, issue date and maturity.

To participate in repurchase agreements, a master repurchase agreement must be completed and signed by all parties involved. The County will maintain a signed copy of the agreement. Repurchase agreements are required to be collateralized by securities or cash.

#### **Collateralization:**

In order to anticipate market changes and provide a level of security for all repurchase agreement transactions, the market value of securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities and the value shall be adjusted no less frequently than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall comply with the market value requirement if the value of the underlying securities is brought back up to 102% no later than the next business day.

Collateral will be limited to cash, and U.S. Treasury and U.S. Government Agency securities. For compliance purposes, U.S. Treasury and U.S. Government Agency collateral are exempt from the issuer limits as stated in Section VIII.1. Collateral will be held by an independent third party with whom the County Investment Manager has a current custodial agreement. A clearly marked evidence of ownership (safekeeping/custody receipt) must be supplied to the County and retained. No collateral substitutions may be made without prior approval of the County Investment Manager.

Agreements are subject to Government Code Section 53601 and must comply with the delivery requirements and the maturity provision from Section 53601.

#### 6. BANKERS' ACCEPTANCES

Bankers' acceptances, also known as time drafts or bills of exchange that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days maturity.

#### 7. MONEY MARKET MUTUAL FUNDS

Shares of beneficial interest issued by diversified management companies that are money market mutual funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.), which only invest in direct obligations in U.S. Treasury bills, notes, and bonds, U.S. Government Agencies, Municipal Debt, and repurchase agreements with a weighted average maturity of 60 days or less. Money Market Mutual Funds that do not maintain a constant Net Asset Value (NAV) are prohibited. The County Investment Manager shall be required to investigate money market mutual funds prior to investing and perform a periodic review, but at least annually thereafter while the funds are invested in the money market mutual fund. Approved money market mutual funds shall meet either of the following criteria:

- a) Attained the highest ranking or the highest letter and numerical rating provided by no less than two NRSROs.
- **b**) Retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500,000,000.
- c) Money market mutual funds will not exceed 20 percent of the agency's moneys. No more than 10 percent of the agency's moneys may be invested in shares of beneficial interest of any one mutual fund. For specific investment accounts, this constraint will apply to the agency's total balances in both OCTP and the specific investment account (s).

#### 8. STATE POOL – LOCAL AGENCY INVESTMENT FUND

The County Investment Manager may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer under Government Code Section 16429.1. LAIF has no final stated maturity and will be reported as a one-day maturity.

#### 9. MUNICIPAL DEBT

Such instruments are defined as being issued by a local or state agency, including:

- a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency or authority of the local agency.
- **b**) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of a state.
- c) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

#### **10. MEDIUM-TERM NOTES**

Medium-term notes are defined as all corporate and depository institution debt securities with a maximum remaining maturity of two years. Medium-term notes must be issued by

corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

#### **11. INVESTMENT POOLS**

Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7, which invests in the securities and obligations as authorized under 53601 (a) to (o), inclusive, and that comply with the investment restrictions of Government Code Sections 53600 through 53610 and Section 53630. The County Investment Manager shall be required to investigate all local government investment pools prior to investing and perform a quarterly review thereafter while the funds are invested in the pool. The analysis shall include, but is not limited to, the following characteristics of a pool/fund as part of its investigation and quarterly review:

- Eligible securities
- Maximum maturity
- REPO collateral/counter-party
- Size of the pool/fund
- Limits on withdrawal/deposit
- Expense ratio

#### **12. SUPRANATIONAL SECURITIES**

Supranational securities are defined as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity five years or less, and eligible for purchase and sale within the United States.

#### VII. INVESTMENT CREDIT RATING RESTRICTIONS

For OCTP and Specific Investment Accounts, credit ratings will be applied at the time of purchase of a security and monitored for changes while owned. A downgrade subsequent to purchase in a security's credit rating will not constitute a violation of the Policy. Securities that are downgraded below the minimum acceptable rating levels must be reviewed for possible sale by the County Investment Manager within a reasonable amount of time. The credit ratings referenced in this policy must be assigned by one of the following NRSROs: Standard & Poor's Corporation (S&P), Moody's Investors Service, Inc. (Moody's) and Fitch Ratings (Fitch).

All investments, except those noted below in a) and b): 1) must have the minimum ratings required below by at least two NRSROs, and 2) the lowest rating of any NRSRO must meet or exceed the minimum rating required in the table below:

NRSRO	Short-Term	Long-Term
S&P	A-1	AA
Moody's	P-1/MIG 1/VMIG 1	Aa
Fitch	F-1	AA

If an issuer of Long-term debt has a Short-term debt rating, then the Long-Term rating may not be less than the minimum required Short-term debt ratings in the table above. Any issuer, and all related entities, that have been placed on "Credit Watch-Negative" or downgraded by a NRSRO will be placed on hold and current holdings reviewed for possible sale within a reasonable period of time unless the following criteria are met and are also approved in writing by the County Investment Manager prior to purchase:

The issuer has:

(a) an A-1+ or F1+ short-term rating; and

(b) at least an AA or Aa2 or higher long-term rating from each of the NRSROs that rate the issuer.

Exceptions to the Rating Policy above:

- a) Municipal debt issued by the County of Orange, California (as defined in Section VI.9), U.S. Government obligations (as defined in Section VI.1 and VI.2) and State Pool (as defined in Section VI.8), are exempt from the credit rating requirements listed above.
- b) Money Market Mutual funds satisfying the requirements of Section VI.7 and Investment Pools (as defined in Section VI.11) require the highest ranking or the highest letter and numerical rating provided by at least one NRSRO.

#### VIII. <u>INVESTMENT TYPE, DIVERSIFICATION, MATURITY AND DURATION</u> <u>RESTRICTIONS</u>

It is best practice to diversify the OCTP and Specific Investment Accounts. Investments diversification is required to minimize the risk of loss resulting from assets off a specific maturity, issuer or a specific class of securities. The diversification strategies shall be established by the County Investment Manager and periodically reviewed.

#### **1. ISSUER CONCENTRATION**

Only debt of issuers listed on the Approved Issuer List may be purchased. The following diversification limits will also apply at the time of purchase of a security.

Investment Type	California Government Code		The Policy			
	Investment	Issuer	Max	Investment	Issuer	Max
	Limit	Limit	Maturity	Limit	Limit	Maturity
U.S. Treasury Securities	100%	None	5 Years	100%	None	5 Years
U.S. Government Agency	100%	None	5 Years	100%	None	5 Years
Securities (GSE's)						
Municipal Debt	100%	None	5 Years	20%	5% except	3 Years
					OC at 10%	
Medium-Term Notes	30%	None	5 Years	20%	5%	2 Years
Bankers Acceptances	40%,	30%	180 Days	40%	5%	180 Days
Commercial Paper	40%,	10%	270 Days	40%	5%	270 Days
Negotiable Certificates of	30%	None	5 Years	20%	5%	18
Deposits						months
State of California	\$75 million	N/A	N/A	\$75 million	N/A	N/A
Local Agency Investment Fund	per account			per account		
Repurchase Agreements	100%	None	1 Year	20%	10%	180 Days
Money Market Mutual Funds	20% of	10% of	N/A	20%	10%	N/A
(MMMF)	total	total		(same)	(same)	
	agency	agency				
	funds	funds				
Joint Power Authority	100%	None	N/A	20%	10%	N/A
Investment Pools (JPA)						
Supranationals	30%	None	5 Years	30%	5%	5 Years

#### 2. MATURITY

- a) The maximum maturity of any investment purchased will be five years with the exception of Specific Investment Accounts and any investment in the OCTP that is expressly authorized by the Board of Supervisors or the appropriate legislative body to be invested in longer than five-year maturities. The settlement date will be used as the date of purchase for measuring maturity limitations.
- **b**) For calculating the weighted average maturity of the portfolio, the maturity of a variable-rate security will be considered its next interest rate reset date, if there is a reasonable expectation that the security will maintain an approximate value of par upon each adjustment of the security's interest rate at any time until final maturity.

#### **3. DURATION**

The OCTP shall have a maximum duration of 1.50 years. There are no duration requirements for the Specific Investment Accounts.

#### IX. PROHIBITED TRANSACTIONS

All permitted investments shall conform in all respects with this Policy and applicable provisions of the Government Code, as may be amended from time to time. Investments prohibited by the Government Code are not permitted.

The County Investment Manager must approve in writing as soon as possible any investment transactions that violates a credit risk criterion or an allocation limitation. Thereafter, action shall be taken by the County Investment Manager to correct such matter as soon as practical. If an investment is in compliance at the time of purchase, a subsequent violation resulting from a change in market values will not constitute a violation of that restriction.

- **1.** The following transactions are prohibited:
  - a) Borrowing for investment purposes ("Leverage").
  - b) Reverse Repurchase Agreements, as defined by Government Code Section 53601(j)
     (3) and (j)(4).
  - c) Structured Notes (e.g. inverse floaters, leveraged floaters, structured certificates of deposit, equity-linked securities, event-linked securities). This includes all floating-rate, adjustable-rate or variable-rate securities in which a change in interest rates or other variables that can reasonably be foreseen to occur during their term would result in their market value not returning to par at the time of each interest rate adjustment.

Simple "floating rate notes," whose periodic coupon adjustment is based on a shortterm (one-year or less) rate index (such as Treasury bills, federal funds, prime rate, or SOFR) and which have a reasonable expectation of maintaining a value of par at each interest rate adjustment through final maturity, are exempt from this definition. Additionally, U.S. Treasury and Agency zero coupon bonds or callable securities that otherwise meet the quality, maturity and percent limitations assigned to their respective security category, are exempt from this section.

- d) Structured Investment Vehicles (SIV).
- e) Derivatives (e.g., options, futures, swaps, swap options, spreads, straddles, caps, floors, collars).
- f) Money Market Mutual Funds that do not maintain a constant Net Asset Value (NAV).

#### X. <u>ETHICS AND CONFLICT OF INTEREST</u>

The County Investment Manager and all persons involved in the investment process shall refrain from personal business activity, which could create a conflict with proper execution of the investment program, or which could impair the ability to execute impartial investment decisions. The County Investment Manager and investment personnel shall disclose to the applicable oversight body any material financial interests in financial institutions, broker dealers, and vendors ("Outside Entities") that conduct business with the County of Orange and shall disclose any material financial investment positions in such Outside Entities.

#### 1. STATEMENT OF ECONOMIC INTEREST FORM 700

County officers, public officials and all designated employees must annually file a Form 700 (Statement of Economic Interests) in accordance with the County's Conflict-of-Interest Code.

# 2. COUNTY'S GIFT BAN ORDINANCE – SEC. 1-3-22 THE CODIFIED ORDINANCES, ORANGE COUNTY, CALIF.

The County's Gift Ban Ordinance prohibits the receipt of specified gifts to the County officers, public officials and "designated employees" from business entities and individuals that "do business with the County" as that term is defined in the Ordinance. Under the Ordinance, the term "designated employee" includes every employee of the County who is designated in the County's Conflict-of-Interest Code to file a Form 700 and every member of a board or commission under the jurisdiction of the Board of Supervisors required to file such a form. The County Investment Manager will review this list of "designated employees" periodically and submit any proposed changes to the Board of Supervisors for approval.

#### XI. AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS

The County Investment Manager will maintain a list of broker/dealers and financial institutions authorized to provide investment and/or depository services and products. Any permitted investment, not purchased directly from an approved issuer, shall be purchased either from a "primary" or regional securities broker/dealer qualifying under SEC Rule 15c3-1(uniform net capital rule) and licensed by the state as a broker/dealer as defined in Section 25004 of the Corporations Code or a "well capitalized" national bank or Federal savings association as defined in Title 12 of the Code of Federal Regulations (CFR) Part 6.4 or a savings association or Federal association as defined by Section 5102 of the California Financial Code. To be eligible to receive local agency money, a bank, savings association, federal association or federally insured industrial loan company shall have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low-and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code. Government Code sections 53601.5 and 53601.6 shall apply to all investments that are acquired pursuant to this section.

Broker/dealers must comply with the political contribution limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board. Any broker, brokerage, dealer, or securities firm that contributed to the County Investment Manager, Treasurer, any member of the Board of Supervisors, or any candidate for those offices, within any consecutive 48-month period, are prohibited from selection onto the list of authorized security broker/dealers. The County Investment Manager shall conduct an annual review of each broker/dealer and financial institution's financial condition and registrations to determine whether it should remain on the approved broker/dealer list for investment and/or depository services and require annual audited financial statements to be on file for each firm. The County Investment Manager shall strive to open an application period every two years for all new broker/dealers and financial institutions submitting a questionnaire or being reviewed if an existing broker/dealer to determine if they should be added to or removed from the approved broker/dealer list. This detailed questionnaire is required to be completed by broker/dealers and financial institutions seeking to provide investment services.

The County Investment Manager shall annually send a copy of the current Policy to all broker/dealers and financial institutions approved to provide investment services to the County, and they shall notify the County Investment Manager in writing of receipt and that they have received it.

#### XII. PERFORMANCE EVALUATION

The County Investment Manager shall either coordinate with the Treasurer, or submit its own investment report to the pool participants, the County Executive Officer, the Director of Internal Audit, the Auditor-Controller and the Board of Supervisors. The investment reports shall be issued no less frequently than within 45 days of the end of the quarter.

The investment report shall contain sufficient information to permit an informed outside reader to evaluate the performance of the investment program and shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held, and shall additionally include a description of any of the funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to securities held by the County Investment Manager, and under management any outside party that is not a local agency or LAIF, the report shall also include a current market value as of the date of the report and shall include the source of the valuation. The report shall also state compliance of the portfolio to the Policy, or the manner in which the portfolio is not in compliance. The investment report shall include a statement denoting the ability of the local agency to meet its pool expenditure requirements for the next six months, or an explanation as to why sufficient money shall, or may not be available.

The County Investment Manager shall provide financial information on investments for disclosure in the County's ACFR, in accordance with GASB Statements 31, 40, 72 and 84. In addition, the County Investment Manager shall either coordinate with the Treasurer, or submit its own report on monthly investment transactions to the Board of Supervisors.

#### XIII. <u>SAFEKEEPING</u>

All security transactions, including collateral for repurchase agreements, entered into by the County Investment Manager shall be conducted on a delivery-versus-payment (DVP) basis. All investments shall have the County of Orange and either the OCTP or the Specific Investment Account name as its registered owner except, if applicable, for municipal debt issued by the County of Orange through a private placement, in which case the name of the registered owner shall be determined by written agreement between the parties.

All securities shall be held by a third-party custodian designated by the Treasurer or applicable County officer (this does not apply to money market funds or investment pools). The thirdparty custodian shall be required to issue a safekeeping statement to the Treasurer or applicable County officer listing the specific instrument, rate, maturity, and other pertinent information.

#### XIV. MAINTAINING THE PUBLIC TRUST

All participants in the investment process shall act as custodians of the public trust. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

#### XV. INTERNAL CONTROLS

The County Investment Manager shall establish a system of written internal controls, which will be reviewed annually with the County's independent (external) auditor. The controls shall be designed to prevent loss of public funds due to fraud, employee error, and misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the County Investment Manager. All agreements, statements, and investment trade packets will be subject to review annually by auditors in conjunction with their audit. The County Investment Manager shall evaluate audit reports in a timely manner with any applicable oversight body. Daily compliance of the investment portfolio shall be performed by the applicable County department. Compliance will be determined on a fair market value basis. Except for emergencies or previous authorization by the County Investment Manager, all investment transactions are to be entered daily into the appropriate Investment Accounting System.

#### 1. INVESTMENT PROCEDURES

The County Investment Manager shall develop and maintain written administrative procedures for the operation of the investment program that are consistent with this Policy. Procedures will include reference to safekeeping, Master Repurchase Agreements, wire transfer agreements, collateral and depository agreements, banking service contracts, and other investment and banking related activities. Such procedures shall include explicit delegation of authority to personnel responsible for investment transactions.

The County Investment Manager shall be responsible for all transactions undertaken and shall establish a system of controls to regulate investment related activities. No investment personnel may engage in an investment transaction except as provided under terms of this Policy and the procedures established by the County Investment Manager.

#### XVI. EARNINGS AND COSTS APPORTIONMENT

The County Investment Manager determines the interest earnings for the OCTP and then allocates them to each individual pool participant based upon their average daily balance.

Any authorized officer who invests, deposits or otherwise handles funds for public agencies for the purpose of earning interest or other income on such funds as permitted by law, may deduct from such interest or income, before distribution thereof, the actual administrative cost of such investing, depositing or handling of funds and of distribution of such interest or income, as authorized by Government Code Section 27013. Such cost reimbursement shall be paid into the county general fund. In addition, if applicable, the costs of compliance with Government Code section 27130, *et seq.* shall be included as an eligible administrative cost. The County Investment Manager shall annually prepare a proposed budget revenue estimate and estimated

basis fee charge of this investment administrative fee charged in accordance with Government Code Section 27013. The County Investment Manager must annually reconcile the estimated charges and actual costs incurred and adjust participant accounts accordingly.

Investment earnings, including any gains or losses, less the above estimated fee charge will be allocated to the pool participants on at least a quarterly basis. The applicable investment report will state the current estimated investment administrative fee charged to participants.

#### XVII. <u>PERFORMANCE STANDARDS</u>

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs, while focusing on, in order of importance, preservation of capital, liquidity and yield.

The investment strategy is to manage the portfolios with less risk than a comparable benchmark index while using economies of scale to administer the program at a reasonable cost. The County Investment Manager shall determine whether market yields are achieved using the indices most comparable to the fund, such as money rate data published in Barron's, The Wall Street Journal, Bloomberg, the local government investment pool index or other bond fund indices. The standards enumerated herein do not constitute a guarantee of the fund's performance.

The County Investment Manager's investment strategy is to hold purchased securities until maturity. Changing economic conditions, interest rates, and credit quality may dictate a sale in advance to minimize market and credit risks or enhance yield. Such sales should consider the short- and long-term impact on the portfolio. The County Investment Manager must approve in advance the sale of all securities prior to maturity.

#### XVIII. INVESTMENT POLICY REVIEW

This Policy shall be reviewed on an annual basis by the County Investment Manager and any applicable oversight body. The Policy shall be submitted annually to the Board as a receive and file item as part of the County's Strategic Financial Plan. However, any changes to the Policy shall be presented for review and approval by the Board of Supervisors.

#### XIX. FINANCIAL REPORTING

All applicable investment reports and all investment compliance Audit Reports shall be provided to the Orange County Board of Supervisors, the County Executive Officer, the Chief Financial Officer, the Director of Internal Audit, the Auditor-Controller, any applicable oversight body, and the presiding judge of the Superior Court. All reports filed by the County Investment Manager shall, among other matters, state compliance of the portfolio with the Policy, or the manner in which the portfolio is not in compliance. A statement will also be filed by the denoting the ability of OCTP to meet its expenditure requirements for the next six months or provide an explanation of why sufficient money may not be available.

#### XX. LEGISLATIVE CHANGES

Any State of California law that further restricts allowable maturities, investment type, percentage allocations, or any other provision of this Policy will, upon effectiveness, be incorporated into this Policy and supersede any and all previous applicable language.

#### XXI. DISASTER RECOVERY PROGRAM

The Disaster Plan includes critical phone numbers and addresses of key treasury and investment personnel as well as currently approved bankers and broker/dealers. The Disaster Plan is distributed to key County and investment personnel. The plan provides for an offsite location to be communicated at the time of readiness if our offices are uninhabitable. In the event the County Investment Manager or authorized staff is unable to invest the portfolio, the Treasurer, or applicable County officer, has an agreement with the custodian for a daily sweep of uninvested cash with the custody bank into a money market mutual fund. Until normal operations of the County Investment Manager's office have been restored, the limitations on the size of an individual issuer and the percentage restrictions by investment type would be allowed to exceed those approved in this Policy and would be required to be reported to the Board of Supervisors and pool participants in a timely manner.

#### XXII. INVESTMENT POLICY GLOSSARY

This Glossary is for general reference purposes only and does not constitute an exhaustive or exclusive list of terms and definitions applicable to this Investment Policy. The definitions included herein do not modify any of the terms of this Investment Policy or applicable law.

ACCREDITED INVESTOR: Defined in the Code of Federal Regulations (CFR) 230.501 (a)(9) as any entity, including a government body that owns "investments", as defined in the CFR 270.2A51-1(b)(7)(i), such as cash and cash equivalents, for investment purposes under the Investment Company Act in excess of \$5 million.

**ACCRUED INTEREST:** The amount of interest that is earned but unpaid since the last interest payment date.

ADJUSTABLE RATE NOTE: (See Floating Rate Note)

AGENCY SECURITIES: (See U.S. Government Agency Securities)

**AMORTIZATION:** The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

**AVERAGE LIFE:** The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

**ASKED PRICE:** The price at which securities are offered from a seller.

ASSET BACKED SECURITIES (ABS): (See Receivable-Backed Securities)

**BANKERS' ACCEPTANCE (BA):** Negotiable money market instruments issued primarily to finance international trade. These are time drafts in which a bank "accepts" as its financial responsibility to pay the principal at maturity even if the importer does not. In essence, these are bank obligations collateralized by goods being shipped between an exporter and an importer.

**BASIS POINT:** When a yield is expressed as 7.32%, the digits to the right of the decimal point are known as basis points. One basis point equals 1/100 of one percent. Basis points are used more often to describe changes in yields on bonds, notes and other fixed-income securities.

**BID PRICE:** The price at which a buyer offers to buy a security.

**BOOK ENTRY:** The system, maintained by the Federal Reserve, by which most money market securities are "delivered" to an investor's custodian bank. The Federal Reserve maintains a computerized record of the ownership of these securities, and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment). The owners of these securities do not receive physical certificates.

**BOOK VALUE:** The original cost of the investment, plus accrued interest and amortization of any premium or discount.

BROKER: A broker brings buyers and sellers together and is compensated for his/her service.

CALLABLE BONDS: Bonds that may be redeemed by the issuing company prior to the maturity date.

**CALL PRICE:** The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

CALL RISK: The risk to a bondholder that a bond may be redeemed prior to maturity.

CAPITAL GAIN/LOSS: The profit or loss realized from the sale of a capital asset.

**COUNTY INVESTMENT MANAGER:** The County official or individual authorized by the Board of Supervisors to invest the funds of the County and the funds of other depositors in the County treasury.

**CERTIFICATE OF DEPOSIT (CD or NCD):** A deposit of funds at a bank for a specified period of time that earns interest at a specified rate. Commonly known as "CDs" or "negotiable CDs."

**COLLATERAL:** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public moneys.

**COMMERCIAL PAPER (CP):** Short-term unsecured promissory notes issued by corporations for maturities of 270 days or less.

CONSUMER RECEIVABLE-BACKED BONDS: (See Receivable-Backed Securities)

**CONVEXITY:** A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

**CREDIT OUTLOOK:** (See Rating Outlook)

**CREDIT QUALITY:** The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized statistical rating organizations.

**CREDIT RISK:** The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

**CREDIT WATCH:** indicates that a company's credit is under review and credit ratings are subject to change.

\*+ (positive) Credit is under review for possible upgrade.

\*- (negative) Credit is under review for possible downgrade.

\* Credit is under review, direction uncertain.

**COUPON:** The rate at which a bond pays interest.

**CURRENT YIELD:** The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

**CUSTODIAN:** A bank or other financial institution that keeps custody of stock certificates and other assets.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for

his own account.

**DELIVERY VERSUS PAYMENT (DVP):** Delivery of securities with a simultaneous exchange of money for the securities.

**DERIVATIVE:** A security whose interest rate of principal amount may vary and are determined by a market index or a combination of market indexes.

**DISCOUNT:** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as Treasury bills and bankers acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

**DIVERSIFICATION:** An investment principle designed to spread the risk in a portfolio by dividing investments among different sectors, industries and companies.

**DOLLAR-WEIGHTED AVERAGE MATURITY:** A calculation that expresses the "average maturity" of an investment portfolio using each investment's maturity weighted by the size of that investment.

**DURATION:** A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

**FEDERAL FUNDS RATE:** Interest rate charged by banks with excess reserves at a Federal Reserve district bank to banks needing overnight loans to meet reserve requirements. A target rate is set by the FOMC.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** This committee sets Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** A U.S. centralized banking system, which has supervisory powers over the 12 Federal Reserve banks and about 6,000 member banks.

FITCH, INC: (see Nationally Recognized Statistical Rating Organization)

FIXED-INCOME SECURITIES: Securities that return a fixed income over a specified period.

**FLOATING RATE NOTE:** A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, Secured Overnight Financing Rate (SOFR), etc.).

**INTEREST:** The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

**INTERNAL CONTORLS:** An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management.

**INVESTMENT COMPANY ACT OF 1940:** Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

LIQUIDITY: The speed and ease with which an investment can be converted to cash.

**LOCAL AGENCY:** County, city, city and county, including a chartered city or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation.

**MARK-TO-MARKET:** The market valuation for every security in a portfolio used in determining Net Asset Value (NAV).

**MARKET RISK:** The risk that changes in overall market conditions or interest rate may adversely affect current market prices.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract between the parties of a repurchase agreement establishing each party's rights in all current and future transactions until termination of the contract by either party.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MEDIUM TERM NOTES (MTN):** Debt securities issued by a corporation or depository institution with a maturity ranging from nine months to five years. The term "medium-term note" refers to the time it takes for an obligation to mature, and includes other corporate debt securities originally issued for maturities longer than five years, but which have now fallen within the five- year maturity range. MTNs issued by banks are also called "bank notes."

**MONEY MARKET:** The market in which short-term debt instruments (Treasury bills, discount notes, commercial paper, bankers acceptances, etc.) are issued and traded.

**MONEY MARKET MUTUAL FUNDS:** An investment company that pools money from investors and invest in a variety of short-term money market instruments

MOODY'S INVESTORS SERVICE, INC: (See Nationally Recognized Rating Services)

MUNICIPAL DEBT: Bonds, notes and other securities issued by a state, municipality or county.

**NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):** Firms that review the creditworthiness of the issuers of debt securities, and express their opinion in the form of letter ratings (e.g. AAA, AA, A, BBB, etc.). The primary rating agencies are the following: Standard & Poor's Corporation; Moody's Investor Services, Inc.; and Fitch, Inc.

**NEGOTIABLE CD:** (See Certificates of Deposit)

**NET ASSET VALUE (NAV):** A per-share valuation of a mutual fund based on total assets minus total liabilities.

**NON-CALLABLE:** Bond that cannot be called at the option of the issuer.

**OFFER PRICE:** The price asked by a seller of securities.

**PAR or PAR VALUE:** The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in \$1,000 increments per bond.

**PHYSICAL DELIVERY:** The delivery of an investment to a custodian bank in the form of a physical certificate and/or supporting documents evidencing the investment (as opposed to "book entry" delivery).

**PORTFOLIO:** A group of securities held by an individual or institutional investor.

**PREMIUM:** The difference between the par value of a bond and the market value of the bond, when the market value is above par.

**PRICE RISK:** The risk that the price of a bond sold prior to maturity will be less than the price at which the bond was originally purchased.

**PRIMARY DEALER:** Banks and securities brokerages authorized to buy and sell government securities in direct dealings with the Federal Reserve Bank of New York in its execution of Federal Open Market Operations.

**PRIME RATE:** The base rate that banks use in pricing commercial loans to their best and most creditworthy customers.

**PRINCIPAL:** The face value or par value of an investment.

**PROSPECTUS:** A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information of the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

**QUALIFIED INSTITUTIONAL BUYER (QIB):** Defined in CFR Section 230.144A as a class of investors that can be conclusively assumed to be sophisticated and in little need of the protection afforded by the Securities Act's registration provisions. They must own and invest on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the QIB to qualify for qualified institutional buyer status. This includes any institutional investors included in the accredited investor definition, provided they satisfy the \$100 million threshold.

**RATING OUTLOOK:** The potential direction of the credit rating assigned by a NRSRO for a specific company.

**REINVESTMENT RISK:** The risk that coupon payments (or other payments received) cannot be reinvested at the same rate as the initial investment.

**RECEIVABLE-BACKED SECURITIES:** Securities collateralized with consumer receivables, such as automobile loans, credit card receivables, or home equity loans, which are owned by the issuer, but placed with a trustee for the benefit of the investor.

**RECEIVABLE PASS-THROUGH CERTIFICATE:** A debt obligation that is backed by a portfolio of receivables, normally issued by a bank or financial institution. The interest and principal of the obligation is paid out of the cash flow generated by the receivables portfolio.

**REFUNDED BOND:** A bond secured by an escrow fund that is sufficient to pay off the entire issue of bonds at the next call date (pre-funded) or maturity (escrowed to maturity).

**REGISTERED STATE WARRANT:** A short-term obligation of a state governmental body issued in anticipation of revenue.

**REPURCHASE AGREEMENT (REPO):** The purchase of securities, on a temporary basis, with the seller's simultaneous agreement to repurchase the securities back at a later date at a specified price that includes interest for the buyer's holding period.

**RULE 2a-7 OF THE INVESTMENT COMPANY ACT:** Applies to all money market mutual funds and mandates such funds to maintain certain standards.

**RULE G-37 OF THE MUNICIPAL SECURITIES RULEMAKING BOARD:** Federal regulations to sever any connection between the making of political contributions and the awarding of municipal securities business.

**SAFEKEEPING:** Storage and protection of a customer's financial assets, valuables, or documents, provided as a service by an institution serving as Agent or Custodian and, where control is delegated by the customer.

**SECURITIES & EXCHANGE COMMISSION (SEC):** The federal agency responsible for supervising and regulating the securities industry.

**SINKING FUND:** Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

**STANDARD & POOR'S CORPORATION:** (See Nationally Recognized Rating Services)

**STRUCTURED INVESTMENT VEHICLE (SIV):** A pool of investment assets that attempts to profit from credit spreads between short-term debt and long-term structured finance products such as assetbacked securities (ABS). Funding for SIVs comes from the issuance of commercial paper that is continuously renewed or rolled over; the proceeds are then invested in longer maturity assets that have less liquidity but pay higher yields. SIVs often employ great amounts of leverage to generate returns.

**SUPRANATIONAL:** An entity that is formed by two or more central governments with the purpose of promoting economic development for the member countries. Examples include the International Bank for Reconstruction and Development, International Finance Corporation, and the Inter-American Development Bank.

#### THIRD-PARTY CUSTODIAL AGREEMENT: (See Custodian)

**TOTAL RETURN:** The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period.

(Price appreciation) + (Dividends paid) + (Capital gains) = Total Return

**TRADE DATE:** The date and time corresponding to an investor's commitment to buy or sell a security.

**U. S. GOVERNMENT AGENCY SECURITIES:** Debt securities issued by U.S. Government sponsored enterprises and federally related institutions. These government agencies include: Federal Home Loan Banks (FHLB), Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac), Federal National Mortgage Association (FNMA or Fannie Mae), Federal Farm Credit Banks (FFCB) and Tennessee Valley Authority (TVA).

**U.S. TREASURY SECURITIES:** Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the U.S. and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

**Treasury bills:** non-interest-bearing discount securities with maturities under one year issued by the U.S. Treasury to finance the national debt.

**Treasury notes:** interest-bearing obligations of the U.S. Treasury with maturities ranging from two to ten years from date of issue.

**Treasury bonds:** interest-bearing obligations issued by the U.S. Treasury with maturities that range from ten to thirty years from date of issue.

**UNIFORM NET CAPITAL RULE:** SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

VARIABLE RATE NOTE: (See Floating Rate Note)

**VOLATILITY:** A degree of fluctuation in the price and valuation of securities.

**WEIGHTED AVERAGE MATURITY (WAM):** The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 60 days and no one security may have a maturity that exceeds 397 days.

**WHEN ISSUED (WI):** A conditional transaction in which an authorized new security has not been issued. All "when issued" transactions are settled when the actual security is issued.

**YIELD:** The annual rate of return on a debt investment computed as though held to maturity expressed as a percentage.

**YIELD TO CALL (YTC):** The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

**YIELD TO MATURITY (YTM):** The rate of return earned on an investment considering all cash flows and timing factors: interest earnings, discounts, and premiums above par.

**ZERO-COUPON BONDS/U.S. TREASURY STRIPS:** A bond which represents ownership of a single coupon or principal payment due on a U.S. Treasury bond. Zeros or strips mature at face value at a specified date in the future and make no payments until that date. They always sell at a discount from face value.

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

> Agenda Item 5 June 4, 2025

DATE: April 28, 2025

TO: First 5 Orange County

FROM:

Kimberly Goll, President/CEO Similarly Yell

ACTION: Approve Updated Roster for Qualified Consultant Applicants

#### SUMMARY:

First 5 Orange County's business model relies on consultants to provide subject matter expertise and help develop and implement strategies that advance our strategic plan. This item requests approval of the updated roster of qualified applicants for Fiscal Year 2025-2026.

#### **DISCUSSION:**

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

The most recent RFQ was completed in April. Prior applicants were not required to resubmit. Eight individuals and organizations submitted either new or updated qualifications. Attachment 1. Roster of Qualified Applicants, lists all prior and new submittals. Staff recommends approval of the updated roster.

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

The proposed action has been specifically reviewed in relation to the Strategic Plan and is consistent with its goals. No funding is requested for this item.

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

- April 2024 Approve Updated Rosters for Qualified Applicants and Adopt Resolution Approving Various Consultant Agreements
- April 2023 Approve Updated Rosters for Qualified Applicants and Adopt Resolution Approving Various Consultant Agreements
- June 2022 Approve Roster of Qualified Applicants and Adopt Resolutions Authorizing Agreements and Amendments to Agreements with Designated Individuals and Organizations to Provide Consulting and Data Collection and Management Services

#### **RECOMMENDED ACTION:**

Approve updated roster for qualified applicants.

#### ATTACHMENT:

1. Updated Roster of Qualified Applicants by Subject Matter Expertise

CONTACT: Michael Garcell

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

Attachment 1
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Early and Ongoing	* American Academy of Pediatrics-Orange		
Health and	County Chapter 4	* Dianna Daly	* Mia Hemstad
Development	* Ariel Knox	* Ehrenpreis Consulting	* MK Consulting Syndicate, Inc.
Development	* Banafshe Sharifian-Attar	* Health Management Associates, Inc.	* Parsons Consulting, Inc.
	* Beautyful Hero	* Hoda Shawky	* Summitbridge Health Solutions, LLC
	* Breastfeeding Task Force of Greater Los Angeles	* IntelliQuest Consulting, Inc.	* San Diego Strategy Group, LLC dba NP Strategies
	* Children and Family Futures	* Jaqueline Tran Nakasone	* Sandra E. Gonzalez
	* Children's Data Network (USC)	* Kaylie Holke	* Social Impact Advising Group
	* Community Partners FBO: Maternal Mental Health NOW	* Lauren Pattullo	* Sudario and Associates, Inc.
	* Debra Mathias	* Luisa Estanga (Abrazar	
Safe, Stable and	* Anila Neumeister	* Deborah McBee	* Nicolas Mazzeo
Nurturing Homes	* Banafshe Sharifian	* Dianna Daly	* Parsons Consulting, Inc.
	* Beautyful Hero	* Health Management Associates, Inc.	* Principal Strategic Advisors
	* Brandon Lavin Consulting	* Hoda Shawky	* Sandra E. Gonzalez
	* Breastfeeding Task Force of Greater Los Angeles	* IntelliQuest Consulting, Inc.	* Sudario and Associates, Inc.
	* BRICK (Building Resilience In Communities and Kids)	* Jack Toan	* Summitbridge Health Solutions, LLC
	* Children and Families Futures	* Margarita McCullough	* Susanna Diaz
	* Children's Data Network (USC)	* Mia Hemstad	* Won't She Do It LLC
	* Chris Becerra Consulting	* MK Consulting Syndicate, Inc.	
	* Community Partners FBO: Maternal Mental Health NOW	* My Team Effort	
Neighborhoods that Support	* American Academy of Pediatrics-Orange County Chapter 4	* Jacqueline Tran Nakasone	* Prisma Communications LLC
Young Children and Families	* Ana Page	* Jennifer Shepard	* San Diego Strategy Group LLC DBA NP Strategies
	* Andrews Bush & Associates LLC	* Joan Lundbohm	* Sandra Bandettini
	* Banafshe Sharifian	* Lauren Pattullo	* Sandra E. Gonzalez
	* BRICK (Building Resilience In Communities and Kids)	* Looking Ahead	* Social Impact Advising Group
	* Charitable Ventures	* Los Angeles Universal Preschool DBA Child 360	* Sudario and Associates, Inc.
	* Children and Families Futures	* Low Income Investment Fund	* Summitbridge Health Solutions, LLC
	* Chris Becerra Consulting	* M & I Educational Consultants	* Susanna Diaz
	* Christian Ponce	* Mia Hemstad	* The Center for the Study of Social Policy (CSSP)
	* Deborah McBee	* MK Consulting Syndicate, Inc.	* Tina Ali
	* Fractal Strategies	* Muckenthaler and Associates	* Won't She Do It LLC
	* Garrett Maxwell Agency * IntelliQuest Consulting, Inc.	* Parsons Consulting, Inc.	* Yumi Ramirez

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

Equitable	* Ana Page	* Hoda Shawky	* Parsons Consulting, Inc.
Distribution of	* Andrews Bush & Associates LLC	* IntelliQuest Consulting, Inc.	* Prisma Communications LLC
Resources	* Banafshe Sharifian-Attar	* Jack Toan	* Sandra E. Gonzalez
	* Charitable Ventures	* Jacqueline Tran Nakasone	* Sudario and Associates, Inc.
	* Children and Families Futures	* Kaylie Holke	* Summitbridge Health Solutions, LLC
	* Children's Data Network	* Los Angeles Universal Preschool DBA Child 360	* Susanna Diaz
	* Chris Becerra Consulting	* Low Income Investment Fund	* The Center for the Study of Social Policy (CSSP)
	* Erikson Institute	* Mia Hemstad	* Tina Ali
	* Fractal Strategies	* MK Consulting Syndicate, Inc.	* Virginia Carmelo
	* Garrett Maxwell Agency	* Muckenthaler and Associates	* Won't She Do It LLC
	* Health Management Associates, Inc.		
Data Analysis,	* Ana Page	* Garrett Maxwell Agency	* MK Consulting Syndicate, Inc.
Evaluation, and	* Ariel Knox	* Harder +Company Community Research	* Parsons Consulting, Inc.
Focus groups	* Banafshe Sharifian-Attar	* Health Management Associates, Inc.	* San Diego Strategy Group, LLC dba NP
•	* Charitable Ventures	* IntelliQuest Consulting, Inc.	Strategies
	* Children and Families Futures	* Jacqueline Tran Nakasone	* Sandra E. Gonzalez
	* Children's Data Network	* Limor Consulting, Inc.	* Simran Sahny
* Chris Be	* Chris Becerra Consulting * Los Angeles Universal Preschool DBA Child 36* Social Impact Advising Group		
	* Erikson Institute	* Low Income Investment Fund	* Summitbridge Health Solutions, LLC
	* Ersoylu Consulting	* M & I Educational Consultants	* Wallace Walrod
	* EVALCORP	* Measurement Resources Company	* Tina Ali
	* Fractal Strategies		
Project Management	* American Academy of Pediatrics-Orange County Chapter 4	* Garrett Maxwell Agency	* Muckenthaler and Associates
•	* Ana Page	* Health Management Associates, Inc.	* Parsons Consulting, Inc.
	* Andrews Bush & Associates LLC	* Hoda Shawky	* Principal Strategic Advisors
* A * B * B * C * C * C * C * C	* Anila Neumeister	* IntelliQuest Consulting, Inc.	* San Diego Strategy Group, LLC dba NP
	* Ariel Knox	* Jack Toan	* Sandra Bandettini
	* Banafshe Sharifian-Attar	* Jaqueline Tran Nakasone	* Sandra E. Gonzalez
	* Bhuvana Rao	* Jennifer Shepard	* Simran Sahny
	* Career MatchPro	* Joan Lundbohm	* Social Impact Advising Group
	* Charitable Ventures	* Kissy C. Martinez	* Sudario and Associates, Inc.
	* Chris Becerra Consulting	* Lauren Pattullo	* Summitbridge Health Solutions, LLC
	* Debra Mathias	* Looking Ahead	* Susanna Diaz
	* Deborah McBee	* Los Angeles Universal Preschool DBA Child 360	* Tabitha Pitzer
	* Dianna Daly	* Margarita McCullough	* Wallace Walrod
	* Ehrenpreis Consulting	* MK Consulting Syndicate, Inc.	* Tina Ali

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

\* Fractal Strategies \* AdGyld \* IntelliQuest Consulting, Inc. \* Prisma Communications LLC Strategic \* Ana Page \* Kissy C. Martinez \* Sandra E. Gonzalez Communications \* Anthony Chase In Winter \* Looking Ahead \* Summitbridge Health Solutions, LLC \* Los Angeles Universal Preschool DBA Child \* Ariel Knox \* Tabitha Pitzer 360 \* Tina Ali \* Charitable Ventures \* Luis Alvarado Designs \* Cornerstone Communications \* Mia Hemstad \* Wallace Walrod \* Curt Pringles & Associates \* Michelle Murphy \* Won't She Do It LLC \* Fractal Strategies \* Principal Strategic Advisors \* Yumi Ramirez \* Growth Mindset Communications Contract \* Los Angeles Universal Preschool DBA Child \* Anila Neumeister \* Fractal Strategies Compliance and 360 Audit \* ASM LLP \* Health Management Associates, Inc. \* Sandra E. Gonzalez \* Bhuvana Rao \* IntelliQuest Consulting, Inc. \* Summitbridge Health Solutions, LLC \* Charitable Ventures \* Kissy C. Martinez \* Sherry Gilbey \* Conrad, LLP \* KNL Support Services \* San Diego Strategy Group, LLC dba NP **Organizational &** \* Ana Page \* IntelliQuest Consulting, Inc. Strategies Professional \* Andrews Bush & Associates LLC \* Jack Toan \* Sandra Bandettini **Development** \* Ariel Knox \* Jennifer Shepard \* Sandra E. Gonzalez \* Beautyful Hero \* Joan Lundbohm \* Simply Support for ECE \* Buxser Consulting, LLC \* Kaylie Holke \* Social Impact Advising Group \* Charitable Ventures \* Lauren Pattullo \* Summitbridge Health Solutions, LLC \* Los Angeles Universal Preschool DBA Child \* Tabitha Pitzer \* Chris Becerra Consulting 360 \* The Center for the Study of Social Policy \* Deborah McBee \* Mk Consulting Syndicate, Inc. (CSSP) \* Fractal Strategies \* Muckenthaler and Associates \* The Relevant You \* Garrett Maxwell Consulting \* PeakePotential. Inc \* Tina Ali \* Health Management Associates, Inc. \* Principal Strategic Advisors \* Won't She Do It LLC \* Prisma Communications LLC \* Alicia Ramirez \* Ivonne Velasquz Borja Language \* Ana Anaya \* Kissy C. Martinez \* Sandra E. Gonzalez Translation \* Korean American Center \* Ana Page \* Simran Sahny \* Asian American Senior Citizens Service \* Los Angeles Universal Preschool DBA Child \* Tabitha Pitzer Center 360 \* Banafshe Sharifian-Attar \* Mimi Thuong, PhD \* TransLinguist \* Charitable Ventures

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

> Agenda Item 6 June 4, 2025

**DATE:** April 22, 2025

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

Genilely Gel

ACTION: Conduct Public Hearing and Receive the First 5 California 2023-2024 Annual Report and the California State Controller's Results of Audit Oversight of County Commissions

#### SUMMARY:

First 5 Orange County is required to conduct a public hearing to receive First 5 California's Annual Report and the State Controller's report on their independent review of the county commission audits. This item is to conduct the Public Hearing to receive the Fiscal Year 2023-2024 First 5 California Annual Report and the California State Controller's Annual Report to the First 5 Commission: Results of the Audit Oversight of County Commissions for 2022-2023.

#### **DISCUSSION:**

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

#### 2023-2024 First 5 California Annual Report

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

The annual report includes information on the First 5 California program investments and the total number of services provided to children and families by First 5 California and the 58 county commissions, along with expenditures.

Following are the noted highlights from the First 5 California 2023-2024 Annual Report that include accomplishments and collaborations at both state and local levels.

New investments include:

- \$57 million for the next iteration of First 5 California's public education and awareness campaign around Adverse Childhood Experiences (ACEs) and toxic stress.
- \$15 million for the award-winning Kit for New Parents which targets hard-to-reach and lowincome families, providing key information and resources for first-time parents, grandparents, and caregivers.

• \$2.5 million to fund Kick It California, an ongoing tobacco education and cessation helpline that provides evidence-based tobacco cessation services to help users who are pregnant, or parents and caregivers of children ages 0–5.

In addition to new investments approved in FY 2023-2024, several investments approved in previous years continued to be implemented this year:

- The Stronger Starts public education and awareness campaign continued its messaging around ACEs and toxic stress response to families and caregivers of young children.
- IMPACT Legacy, which represents a continued commitment to the innovative First 5 IMPACT approach to quality improvement and professional development systems for early learning and care providers, completed its first year. Funding was awarded to 10 regional grantees while continuing to fund all 58 counties and the Tribal Child Care Association of California.
- Twenty-one small population counties continued to receive base funding through the Small Population County Funding Augmentation (SPCFA) to support county commission activities needed for Proposition 10 to be a statewide effort that promotes, supports, and improves the early development of children ages 0–5.
- Refugee Family Support grantees provided targeted county-level support for childcare, family supports, and resettlement coordination for Afghan and other refugee communities through activities such as socio-cultural adjustment and systems navigation, short-term emergency childcare, and emergency housing.
- Nine regions were granted funding for regional technical assistance for home visiting coordination and integration under the Home Visiting Regional Technical Assistance Grants in much the same way that IMPACT Legacy regionalized funding for IMPACT consortia.

Locally, each county commission was provided the opportunity to highlight several significant accomplishments achieved during Fiscal Year 2023-2024. Attachment 1 is the full state report including the introductory message from First 5 California's Executive Director as well as First 5 Orange County's highlights.

#### California State Controller/Results of Audit Oversight

As mandated by law, First 5 California's Annual Report agenda item, filed to their Commission, includes the California State Controller's annual review of the county commissions' independent audit (Attachment 2). This annual audit review is consistent with the expanded audit statutes chaptered into law in 2005.

The complete First 5 California 2023-2024 Annual Report and Results of Audit are on file with the Clerk of the Commission and available on the First 5 California website at: www.ccfc.ca.gov.

#### STRATEGIC PLAN & FISCAL SUMMARY:

The recommended actions have been reviewed in relation to the Strategic Plan and are consistent with all goal areas. This agenda item does not request funding.

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

- April 2024 Conducted the Public Hearing to receive and file the First 5 California 2022-2023 Annual Report and Audit Results Excerpts
- April 2023 Conducted the Public Hearing to receive and file the First 5 California 2021-2022 Annual Report and Audit Results Excerpts

#### **RECOMMENDED ACTIONS:**

- 1. Conduct the Public Hearing.
- 2. Receive and file the First 5 California 2023-2024 Annual Report and the California State Controller's Annual Report to the First 5 Commission: Results of the Audit Oversight of County Commissions for 2022-2023.

#### ATTACHMENTS:

- 1. First 5 California 2023-2024 Annual Report (Revised April 2025)
- Cover Letter and Executive Summary California State Controller's Annual Report to the First 5 California Commission: Results of Audit Oversight Commissions for the Period July 1, 2022 through June 30, 2023

**CONTACT:** Michael Garcell

### **REVISED APRIL 2025**



# ANNUAL REPORT FY 2023–24

## First 5 California

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### **Commission Members**

Katie Albright, Chair Appointed by the Governor

**Shana Hazan, Vice Chair** Appointed by the Senate Rules Committee

**Elsa Mendoza Jimenez** Appointed by the Governor

Jackie Majors Appointed by the Speaker of the Assembly

Lori Risso Appointed by the Senate Rules Committee

Vivian Velasco Paz Appointed by the Speaker of the Assembly

Amy Bernardino-Fabi Appointed by the Governor

**Kim Johnson, Ex Officio Member** Secretary of Health and Human Services

Acknowledgments (FY 2023–24 Commissioners):

**Giannina Pérez** Appointed by the Governor

**Mayra Alvarez** Appointed by the Governor

Marko Mijic, Ex Officio Designee Health and Human Services Agency

Melissa Stafford Jones, Ex Officio Designee Health and Human Services Agency

### 4

### **Message From First 5 California**

Fiscal Year 2023–24 was a period of resilience, innovation, and collaboration as First 5 California strengthened its efforts to uplift California's youngest children and their families. This year, we embraced both new challenges and opportunities to adapt our work, ensuring families across the state have the resources, tools, and support they need during the critical early years of their child's life.

First 5s continue to navigate the challenges of declining revenue due to the steady reduction in tobacco tax funding, which has been the primary source of funding for First 5 programs since our inception. This ongoing decline reflects broader shifts in public behavior and tobacco consumption, which, while positive for public health, necessitates innovative solutions to sustain critical early childhood programs. First 5 California remains committed to addressing this funding challenge, alongside our county partners, by advocating for diversified revenue streams, leveraging public-private partnerships, and prioritizing strategic investments that maximize impact for children and families. As we face this fiscal reality, our focus remains on ensuring that essential services for California's youngest children are protected and expanded wherever possible.

This year we deepened our investments in innovative programs, research, advocacy, and media that reflect a whole-child, whole-family, whole-community approach. We remain guided by our core belief in equity: that every child, regardless of their background or circumstance, deserves a strong start in life.

New investments include:

- \$57 million for the next iteration of First 5 California's public education and awareness campaign around Adverse Childhood Experiences (ACEs) and toxic stress.
- \$15 million for the award-winning Kit for New Parents which targets hard-to-reach and lowincome families, providing key information and resources for first-time parents, grandparents, and caregivers.
- \$2.5 million to fund Kick It California, an ongoing tobacco education and cessation helpline that provides evidence-based tobacco cessation services to help users who are pregnant, or parents and caregivers of children ages 0–5.

In addition to new investments approved in FY 2023–24, several investments approved in previous years continued to be implemented this year, including:

• The Stronger Starts public education and awareness campaign continued its messaging around ACEs and toxic stress response to families and caregivers of young children.

- IMPACT Legacy, which represents a continued commitment to the innovative First 5 IMPACT approach to quality improvement and professional development systems for early learning and care providers, completed its first year. Funding was awarded to 10 regional grantees while continuing to fund all 58 counties and the Tribal Child Care Association of California.
- Twenty-one small population counties continued to receive base funding through the Small Population County Funding Augmentation (SPCFA) to support county commission activities needed for Proposition 10 to be a statewide effort that promotes, supports, and improves the early development of children ages 0–5.
- Refugee Family Support grantees provided targeted county-level support for childcare, family supports, and resettlement coordination for Afghan and other refugee communities through activities such as socio-cultural adjustment and systems navigation, short-term emergency childcare, and emergency housing.
- Nine regions were granted funding for regional technical assistance for home visiting coordination and integration under the Home Visiting Regional Technical Assistance Grants in much the same way that IMPACT Legacy regionalized funding for IMPACT consortia.

Our work is not done in isolation. This year, we prioritized partnerships – across state agencies, community organizations, and county commissions – to amplify our collective impact. Together we focused on systems change and breaking down barriers that stand in the way of success for California's children.

As we look to the future, First 5 California remains focused on building sustainable solutions to ensure that in a generation, all children 0–5 will have the safe, stable, nurturing relationships and environments necessary to achieve healthy development. This requires us to be innovative, intentional, and responsive to the needs of California's children and families. We are committed to pushing forward with urgency, knowing the investments we make today will shape California's generations to come.

On behalf of First 5 California, we thank all of those who make this work possible – from parents and caregivers to policymakers and community partners. Together, we are building a stronger, brighter future for every child in California.

Sincerely,

Jacquelillay

Jackie Thu-Huong Wong (she/her) Executive Director First 5 California

### Proposition 10 and the Legacy of First 5 California

In 1998, California voters passed Proposition 10—the California Children and Families Act (the Act)—and declared the importance of investing in a better future for California's youngest children.

Proposition 10 imposes a 50-cent tax on tobacco products to generate revenue. Eighty percent of the revenue is allocated to the 58 First 5 county commissions based on annual birth rate, and 20 percent is allocated to the California Children and Families Commission (First 5 California). County commissions determine how to allocate their portion of the funds based on the specific needs and priorities of their communities. First 5 California's funds are used to advance statewide systems change efforts including making additional strategic investments in counties across the state.

For 25 years, First 5 California has invested in the development of programs, services, and systems emphasizing improvement in early care and education, child health and development, family resiliency, research, and community awareness.

### Accountability: Funding and Audit Results

Under the California Children and Families Act, the California Department of Tax and Fee Administration (CDTFA) collects an excise tax levied on all cigarette and tobacco products and deposits revenue, less refunds, administrative expenses, and statewide assessments, into the California Children and Families Trust Fund, allocating 20% to First 5 California and 80% to county commissions. In FY 2023–24, First 5 California received \$60.9 million, and county commissions received \$243.7 million, in Proposition 10, Proposition 56 (backfill), and California Electronic Cigarette Excise Tax (CECET) revenues.



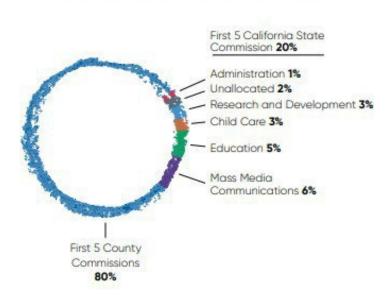


Exhibit 1: First 5 California Children and Families Commission Funds–Allocation of State Portion

Source: Health and Safety Code Section 130105

The amount of funding allocated annually to each county commission is based on the annual number of births in the county relative to the total number of births in the state. The counties invest their dollars in locally designed programs, as well as in First 5 California's statewide programs, focusing on priorities such as child health, child development, and family resiliency for California's children prenatal through age 5 and their families. The administration of these and other programs are consistent with all applicable state and federal laws, rules, and regulations.

The State Controller's Office conducts an annual audit review of the 58 county commissions' independent audits. In November 2024, the State Controller's Office published its review of the counties' audits for FY 2022–23, summarizing their review of audit findings disclosed in the auditor's reports and their follow-up on the corrective action to ensure compliance with policies and practices specified in the California Health and Safety Code. None of the findings were significant enough to withhold funding. Results of the FY 2022–23 Audit Oversight can be viewed on First 5 California's website at:

https://ccfc.ca.gov/pdf/about/budget\_perf/annual\_report\_pdfs/etc/Annual-Report-to-the-First-5-CA-Commission-FY-2022-23.pdf First 5 California consists of our Executive Office, External and Governmental Affairs Office, Program Innovation and Evaluation Division, Administration Office, Fiscal Services Office, Contracts and Procurement Office, and Information Technology Services, providing staff resources to strengthen First 5 California's operations and systems through oversight and coordination of:

- Fiscal management of the California Children and Families Trust Fund
- Tax revenue disbursements to county commissions
- Audits and annual fiscal reports
- Local agreement and program-disbursement management
- Public education and outreach
- Evaluation of First 5 California programs
- Procurement and contract management
- Workforce recruitment and development
- Information technology
- Business services
- Legislative advocacy efforts

First 5 California promotes investments towards the development of programs, services, and systems that support California's youngest children. First 5 California's state administered funds ended the fiscal year with \$158.8 million in fund balance, with money assigned towards the development of programs, services, and systems that support California's youngest children. The Commission approved \$125.8 million in October 2022 for the Impact Legacy program which was granted to counties beginning in 2023–24. This investment is in addition to ongoing county program investments such as Home Visiting at \$24 million, Small Population County Funding Augmentation (SPCFA) at \$20 million, Refugee Family Support at \$3 million, and Shared Services Alliances at \$1.7 million.

### **Building Public Will and Investment**

In 2021, First 5 California adopted a North Star and Audacious Goal. As part of this process, a theory of change was developed, and system levers were identified to frame the work of First 5 California. To better integrate this into the current strategic plan, First 5 California developed a Results-Based Accountability (RBA) framework that identified the process for establishing population-level indicators, Specific, Measurable, Achievable, Relevant, and Timely (SMART) Goals, and performance measures that align to the North Star and Audacious Goal.

#### North Star

Trauma-informed, healing- centered, and culturally responsive systems promote the safe, stable, nurturing relationships and environments necessary to eliminate inequities and ensure healthy development for all children.

### **Audacious Goal**

In a generation, all children 0–5 will have the safe, stable, nurturing relationships and environments necessary to achieve healthy development.

### First 5 CA Theory of Change

Theory of change describes the levers, actions, and outcomes of First 5 California's work.



### First 5 California System Levers:

- · Advocate: Advocate to federal and state policy makers
- Convener/Connector: Bring together state agencies that support young children and their families
- **Catalyst:** Provide funding for research and evaluation, innovative practices, and collaboration between different systems
- **Broadcaster:** Communicate to the general public utilizing television, radio, newspapers, and other mass media

### Legislative and Budget Engagement

First 5 California has been actively advocating for policies that support the well-being and development of California's youngest residents, and ensuring our legislative agenda remains aligned with First 5 California's North Star and Audacious Goal statements. This alignment helps focus advocacy efforts on key policy initiatives in Adverse Childhood Experiences (ACEs), childcare, education, healthcare, social services, equity, and infrastructure. Our recently launched <u>Raise CA Strong</u> campaign and ongoing ACEs forums further strengthen these priorities, promoting statewide awareness and collaborative solutions to pressing childcare and early childhood issues.

#### Key Legislative and Budgetary Accomplishments

First 5 California and its partners advocated for historic budget allocations and supported essential legislation advancing the following early childhood support:

 2024 State Budget Overview: The Budget Act of 2024 allocates \$211.5 billion from the General Fund, \$86.4 billion from other state funds, and \$153 billion in federal funds. This budget effectively addresses projected deficits for the 2024–25 and 2025–26 fiscal years while preserving funding for critical Health and Human Services initiatives, despite some program cuts.

#### • Childcare Expansion and Funding:

- The state-subsidized childcare system will expand to serve over 200,000 additional children, with full funding allocated to 11,000 awarded expansion slots.
- \$100 million was restored for the Inclusive Early Education Expansion Program, and eligibility for the California State Preschool Program has been extended to children aged 24 to 35 months until 2027.
- Deferred investments of \$550 million in the Preschool, Transitional Kindergarten, and Full-Day Facilities Grant Program contribute revenue increases in 2024–25 and 2025–26, alongside a \$10 million delay in the Preschool Inclusion Grant Program.
- Healthcare and Social Services: Supported SB 326 (Eggman) and AB 531 (Irwin) which earmark funds for housing and mental health services, contingent on voter approval in March 2024. Additionally, the state budget ensures children 0–5 have continuous Medi-Cal eligibility starting January 2026, benefiting young children with uninterrupted access to healthcare.

### Legislative Highlights and Supported Bills

First 5 California's legislative focus reflects a commitment to our North Star and Audacious Goal through support for the following bills:

- AB 2319 (Wilson) California Dignity in Pregnancy and Childbirth Act: Expands implicit bias training for healthcare providers, focusing on perinatal care. (Position: Support, Status: Passed and Chaptered)
- SB 1112 (Menjivar) Medi-Cal for Families with Subsidized Childcare: Ensures coordination between Medi-Cal managed care plans and childcare agencies, enhancing access to developmental assessments for children under five. (Position: Support, Status: Passed and Chaptered)
- SB 1090 (Durazo) and AB 2123 (Papan) Paid Family Leave and Disability Compensation: Simplifies access to Paid Family Leave benefits, allowing families to apply in advance of their leave and care for themselves or loved ones without using vacation time. (Position: Support, Status: Passed and Chaptered)

### **Building Relationships with Legislators**

Over the past year, First 5 California has been dedicated to building strong relationships with members of both the California Senate and Assembly. Through ongoing engagement, we have consistently demonstrated First 5 California's commitment to the 0–5 population and the importance of early childhood investments. Our proactive outreach has helped deepen legislative understanding of the critical role early childhood programs play in shaping California's future and creating a foundation for continued advocacy and support. We remain committed to growing and strengthening these relationships, working collaboratively with legislators to develop and enact positive policies that support California's youngest residents and their families.

### Federal Budget Engagement

First 5 California continues its strategic engagement with federal policymakers, advocating for sustained support in early childhood programs.

### **Looking Forward**

As we approach 2025, First 5 California remains committed to fostering partnerships, exploring new funding streams, and addressing the childcare crisis through both state and federal engagement. Initiatives such as *Raise CA Strong* and strategic partnerships with state agencies provide a solid foundation to promote early childhood health, equity, and development across California's communities.

### 2024-2025 Young Children's Policy Agenda

First 5 California's Young Children's Policy Agenda sets the direction and priorities for our state and federal public policy and regulatory advocacy, fully aligned with our mission, vision, and strategic plan. Centered on four key policy pillars, this agenda is foundational to achieving our



Audacious Goal: ensuring that, within a generation, all children ages 0–5 experience the safe, stable, and nurturing relationships and environments essential for healthy development.

Our North Star embodies First 5 California's commitment to creating trauma-informed, healing-centered, and culturally responsive systems that foster these supportive relationships and environments, working to eliminate inequities and promote healthy development for all children.

### **Build Resilient Families and Communities**

Support efforts to ensure economic security and financial stability for families and children through:

- Expansion of paid family leave programs
- Creation and continuation of tax credits and incentives
- Investments in stable food and housing security

### **Progress Made**

- Support and passage of key bill including SB 1090 (Durazo) and AB 2123 (Papan): Simplifying access to Paid Family Leave and Disability Compensation.
- Secured funding under the 2024 Budget Act to expand the state-subsidized childcare system, serving over 200,000 additional children.
- Restoration of \$100 million for the Inclusive Early Education Expansion Program and the extension of California State Preschool Program eligibility to children aged 24–35 months.
- Supported provisions for additional Medi-Cal provider rate increases funded through the Managed Care Organization (MCO) tax, ensuring access to comprehensive health services.

# **Optimize Child Health**

Ensure that families and children have access to equitable and just health care coverage and services, that also include:

- Adverse childhood experience screening
- Behavioral and mental health
- Developmental screenings, referrals, and access to appropriate early intervention services
- Prenatal and postpartum care, such as doula services and home visitation programs
- Intervention and preventative care
- Nutritional programs and services

# **Progress Made**

- Support and passage of key bill including AB 2319 (Wilson): Enhancing implicit bias training for perinatal healthcare providers.
- Advocacy for continuous Medi-Cal eligibility for children aged 0–5, starting January 2026, ensuring uninterrupted healthcare access.
- Advocacy efforts that contributed to the preservation of critical Health and Human Services programs amid a challenging fiscal landscape.

# Strengthen the State's Quality Early Learning Mixed-Delivery System

- Promote access to safe, high-quality early care and education programs for infants, toddlers, and children through age 5 via statewide rate reform efforts based on equitable and professional compensation, foster diversity in the field, and provide continuous professional development.
- Address workforce capacity needs of childcare, preschool, transitional kindergarten, and kindergarten educators and support staff through recruitment and retention initiatives, such as the development of micro-credentialing and apprenticeship programs, in partnership with community-based organizations, higher education institutions, and credentialing preparation programs.

## **Progress Made**

- Support and passage of key bill including SB 1112 (Menjivar): Streamlining Medi-Cal and childcare agency coordination to improve access to developmental assessments.
- Ongoing ACEs forums have provided platforms for statewide dialogue and actionable solutions to childhood adversities.

### Promote Sustainability of Early Childhood Investments

- Advocate for funding prioritization and inclusion of children, prenatal to age 5, and their families, in existing and new revenue policy proposals and tax funding structures.
- Support braiding and leveraging opportunities that provide fiscal resiliency to the First 5 Network, which includes the First 5 California State Commission, the First 5 Association, and the 58 local First 5 county commissions, to ensure in each of California's 58 counties every family and child have access to critical prenatal services and programs through age 5.

## **Progress Made**

- The Raise CA Strong campaign has successfully amplified awareness and collaboration around critical issues affecting young children, including adverse childhood experiences (ACEs), childcare, and equity.
- Strengthened relationships with state legislators and federal policymakers, fostering a deeper understanding of early childhood needs.
- Investments in behavioral health and developmental services, including programs like the Children and Youth Behavioral Health Initiative and Behavioral Health Continuum Infrastructure Program.
- Collaborations with state agencies to enhance program delivery and promote financial stability, including measures to support paid family leave, tax credits, and housing security.



First 5 Ventura - Kenia Castro Diaper Distribution



First 5 San Luis Obispo - Learning Pods Parent-Child Engagement

# **Kit for New Parents**

The award-winning Kit for New Parents targets hard-to-reach and low-income families, providing key information and resources for first-time parents, grandparents, and caregivers. The Kit is a foundational resource to support parents during the early stages of parenting. Since 2001, over 5 million kits have been distributed throughout California, with 158,000 distributed in Fiscal Year 2023–24, an increase of nearly 30,000 kits from Fiscal Year 2022–23. First 5 California has distributed kits free-of-charge to local hospitals, physicians, and community groups to reach new parents. Kits are available in English, Spanish, Chinese, Korean, and Vietnamese.

The Kit includes a health handbook, baby board book, poison control brochure, and other important information on paid family leave, literacy, and early learning. The Kit also features the California Parent Guide. Written in collaboration with UC Berkeley's Health Research for Action, the guide contains tips for parents on:

- Keeping children healthy and safe
- Tracking developmental milestones
- Handling emotional and behavioral challenges
- Finding quality childcare

The Kit is a core function of First 5 California and a foundational resource to help parents and caregivers give their child the best start. To best serve California families First 5 California will strive to:

- Continue distribution to parents of children ages 0–5 across California
- Expand its reach to more low-income families
- Strengthen relationships with First 5 county commissions and community partners
- Evaluate physical content and distribution for efficacy to engage and educate parents and caregivers



Parents, caregivers, and community members can request kits to be shipped directly to them by emailing <u>parentkit@first5.ca.gov</u> and are encouraged to visit the <u>California Parent Guide website</u> for helpful information and resources for new parents.

# Media Campaign – Stronger Starts

Since 2021, First 5 California has set out on a mission to reduce the negative impacts of adverse childhood experiences (ACEs) among California children ages 0–5. To achieve this goal, First 5 California launched its Stronger Starts campaign in spring 2023 to introduce caregivers to the dangers of toxic stress response caused by ACEs, educate families about the ways it affects children's health, and provide realistic steps caregivers could take to protect children from toxic stress.

The Stronger Starts campaign has continued to provide educational messaging for TV, radio, digital, print, and outdoor advertisements in both English and Spanish to ensure widespread awareness among caregivers. Recognizing the diverse linguistic needs of Californian parents and caregivers, we have created custom messaging in multiple other languages.

Our research has shown that AAPI parents and caregivers of young children draw from on their own childhood experiences and influences from Asian and American culture to craft their own approach to parenting. In response, First 5 California crafted messaging designed to reach into the diverse Asian American Pacific Islander (AAPI) communities through radio spots produced in Vietnamese, Tagalog, Korean, and Hmong languages, as well as unique out-of-home advertising, media and activations in local communities, and interviews on popular TV and YouTube channels within the AAPI community.

During the first year of the campaign, messaging focused on educating caregivers about toxic stress and how to buffer against its harmful effects. In the second year, the campaign focused on



the effects of generational trauma and how it can impact parenting.

To spread the message in an interactive way, First 5 California launched its experiential exhibit in 2023, traveling throughout the state to visit local community events. The exhibit enabled First 5 California to connect directly with parents and caregivers to educate parents and caregivers about the dangers of toxic stress. It provided participants with actionable tips and take-home tools to

prevent toxic stress while their children enjoyed fun and engaging activities. The Stronger Starts campaign messaging and activities directed parents and caregivers to the corresponding <u>microsite</u> where they could find specific, easy-to-implement tips to help buffer children from toxic stress. The site provided additional information about toxic stress, the physical implications, and the negative impact on children's development.

Since the launch of the Stronger Starts campaign, the <u>First5California.com</u> website has gained over 300,000 web visits and tens of thousands of clicks, video views, and more showing that caregivers are researching information about toxic stress in greater numbers. The site was

created in language in English and Spanish and was accessible from the parent site at <u>First5California.com</u>.

The parent site played an important role in disseminating educational information to parents on other topics. Visitors engaged with the site's educational articles to learn more about early brain development, nutrition, family engagement, healthy development, and more.

In early 2024, First 5 California joined forces with Cell-Ed to develop a pilot intervention program to create a digital interface called Stronger Starts for Parents & Caregivers containing helpful courses, providing coaching, and developing micro-learning components and equipping caregivers of children aged 0–5 with tools and resources to create safe, stable, and nurturing relationships and environments for their children. The program significantly boosted caregivers' confidence (self-efficacy) in their ability to build safe, stable, and nurturing relationships and environments for their children to before the intervention, caregivers reported feeling much more capable of staying calm in challenging situations, strengthening bonds with their child, building a supportive community, equipping their child with problem-solving skills and effectively managing power struggles. To date, the site has over 457 active learners and 4,542 lessons have been completed.

First 5 California's social media presence continued to grow throughout the year by developing engaging organic social media content. It experienced remarkable growth with 212,000 Facebook fans, 16,000 on Instagram, 2,100 on Pinterest, and 18,600 on X (formerly Twitter). First 5 California entered its second year on TikTok and garnered over 36,400 followers. This diverse platform strategy reached specific age groups and demographics, ensuring the campaign messages echoed far and wide.

First 5 California doubled down on our fatherhood outreach messaging by continuing to collaborate with influencers and notable figures like NBA basketball player, Domantas Sabonis. This year, our efforts expanded by developing father-focused outreach through videos and social media content. With these fatherhood influencers, the team amplified the crucial message of protecting children from toxic stress by way of highlighting the critical role fathers play in their children's lives.

Additionally, in October 2024, First 5 California launched its first fatherhood-focused campaign. The <u>Stronger Starts Father Focused</u> effort acknowledges fathers as the key to their children's



overall wellbeing and provides relevant resources so they can continue to provide the nurturing love and support their children need. This effort builds upon our Stronger Starts works by centering fathers as key providers of safe, stable, nurturing, relationships and environments for their children. With an emphasis on fathers and father figures, the campaign provides support to fathers to continue being the positive influences they are for their children. With assets, like the fatherhood <u>microsite</u>, we have provided a central hub for organizations around the state to get involved in spreading the word to expand the discussion around fatherhood. Additionally, we've developed supportive creative assets like <u>"What Kids See"</u> to drive the message home that father figures can protect against toxic stress.

In the campaign's final evaluation, it was demonstrated that respondents aware of the campaign, showed an increased knowledge about toxic stress, displayed more information-seeking behaviors, and exhibited more SSNREs compared to those who were unaware of the campaign. Since campaign launch, most campaign-aware respondents believed that the campaign showed them that parents can prevent/stop their own toxic stress from affecting their children (84%), that First 5 California wants to help parents protect their children (83%) and motivated them to take action to protect their children from toxic stress (82%).

# **Public Relations**

In August 2024, First 5 California formally launched its Raise CA Strong social messaging campaign designed to engage with the public, business owners, early learning and care providers, and lawmakers.

Taking a community-based education approach, the team successfully initiated the conversation around supporting and advocating for affordable child-care, one of the leading issues affecting parents and caregivers of children ages 0–5.

First 5 California developed a new website, <u>www.raisecastrong.com</u>, which includes a downloadable toolkit with social media posts, posters, and fact sheets and a copy of our research report highlighting our surveys to over 1,000 California parents and business owners.

First 5 California has reached a vast audience through press release distribution and promoted social media posts, providing key educational messages, achievements, announcements, and the work of its partners at the local level.

# IMPACT

First 5 California completed the first year of IMPACT Legacy in FY 2023–24. In October 2022, the First 5 California Commission approved the current iteration of the investment, IMPACT Legacy, at \$125,828,000 for four years, FY's 2023–2027. This represented a continued commitment to the innovative First 5 IMPACT approach to quality improvement and professional development systems for early learning and care (ELC) providers. Funding was awarded to 10 regional lead grantee agencies, reducing the number of grants to 10, while continuing to fund all 58 counties and the Tribal Child Care Association of California.

IMPACT Legacy works in cooperation with all other ELC quality improvement efforts and investments in California to support the implementation of the Quality Counts California (QCC) Quality Continuum Framework. IMPACT is designed to fund quality improvement expansion and support providers serving high-impact communities and populations not already receiving

support. IMPACT Legacy participation within QCC focuses on the expansion of access to highquality ELC in private centers and family childcare (FCC) homes, with family, friend, and neighbor caregivers, and in alternative settings such as home visiting programs and libraries. For FY 2023– 24, local consortia reported 9,700 sites participating in QCC, which is a slight decrease of 299 sites from FY 2022–23. Of participating QCC sites about two-thirds (6,894) continue to be fully or partially supported by IMPACT Legacy funding.

#### • Building Equitable Early Learning Systems (BEELS)

In January 2024, First 5 California launched the Building Equitable Early Learning Systems (BEELS) work with WestEd. The BEELS will provide Early Learning and Care (ELC) Workforce Supports and Technical Assistance (TA), and work to transform California's ELC systems with a strategic focus on equity in alignment with First 5 California's North Star. Workforce supports focus on increasing the development of and access to more equitable learning opportunities and resources for ELC Workforce, specifically, coaches, trainers, and providers. In addition, WestEd leads outreach and engagement of collaborative partnerships with institutes of higher education and key state partners to ensure ongoing communication. This is to ensure alignment in joint efforts supporting workforce capacity building. WestEd, in partnership with First 5 California, and local/regional communities will co-design systems equity building efforts that flexibly support the evolving needs of the QCC system and position First 5 California as a leader in responding to the call for dismantling barriers to access and equity and responding to the needs of the local ELC system. Advisory membership for these efforts includes county First 5's, county offices of education, local planning councils, early learning and care providers, parent voices, and institutes of higher education faculty. These efforts will leverage the collaborative strengths of the First 5 system to advance First 5's whole child/family focus while supporting the state's strategic priorities for ELC and aligning with the Master Plan for Early Learning and Care (MPELC). This will help local and state leaders and agencies to transition to an equitable ELC system that balances statewide cohesiveness and efficiency with local contexts and needs.

#### Regional Hubs

Funded through IMPACT Legacy dollars, regional hubs streamline the collection of data and management of expensive data systems, saving substantial administrative dollars and improving the availability of data. The regional hubs provide trainings, facilitate communication, share best practices, and promote access to and consistency in coach, trainer, and administrator supports.

Regional hub support continues to be deemed particularly beneficial by small and rural consortia that would not otherwise be able to access certain trainings or have the critical mass needed for Communities of Practice (CoP) and other professional learning opportunities.

In FY 2023–24, regional hubs reported the top successes as improved communication and partnerships, and providing greater access to professional development, trainings and communities of practice. The hubs reported that almost 80% of all counties within a region rely exclusively or partially on the regional hub for ELC workforce professional development offerings.

#### Shared Services Alliance Networks

In 2021, seven counties were selected through a competitive bidding process to implement

the Shared Services Alliance Networks (SSA) in their county. Funded through IMPACT 2020, the SSA pilot expired on June 30, 2024. SSAs are referenced as a key strategy in the Master Plan for Early Learning and Care (Master Plan), which called for the implementation of the SSA Pilot to inform key stakeholders and policy makers on the effectiveness of SSA in California. The Commission highlighted the importance of this investment as one of First 5 CA's key contributions to implementing the Master Plan. SSAs are an emerging model in California and many other states to strengthen



small early learning and care (ELC) businesses by supporting them to become financially sound and more efficient, which allows them to offer high-quality ELC opportunities to children and families.

SSA networks provided support to private, licensed ELC providers, and Tribal childcare settings, with priority given to FCC homes and other small and underserved providers. These SSA Networks leveraged regional partnerships to streamline local operations, such as billing, enrollment, fund management, and reporting, which allow for increased service capacity within the Network. The final SSA evaluation results showed the SSA pilot, across the seven counties, supported 162 ELC sites: 43% small FCCs, 52% large FCCs, and 6% centers. SSA has supported 1028 trainings/professional development for ELC provider sites on business systems, practices, operations, and resources. SSA pilot supports have directly benefited 233 individual teachers and 1,609 children. The full report of key learnings from First 5 California's Shared Services Alliance Pilot can be found on the QCC evaluations page of the QCC Website.

#### State-Level Technical Assistance Support

First 5 California continues to provide and fund technical assistance and foster partnerships among all QCC state agency partners, regions, and local consortia. This work includes ELC workforce supports and technical assistance to increase the development of and access to more equitable learning opportunities and resources for the ELC workforce, specifically: coaches, trainers, and providers. In addition, lead outreach and collaborative partnerships with institutes of higher education and key state partners to ensure ongoing communication and joint efforts in supporting workforce capacity building.

## Quality Counts California

Quality Counts California (QCC) is a statewide system of locally implemented Quality Rating and Improvement Systems (QRIS) that provide resources and support to ELC providers so they can create engaging and effective experiences that help children grow and thrive. QCC was funded by IMPACT Legacy as well as state and federal funding administered by the California Department of Education and the California Department of Social Services.

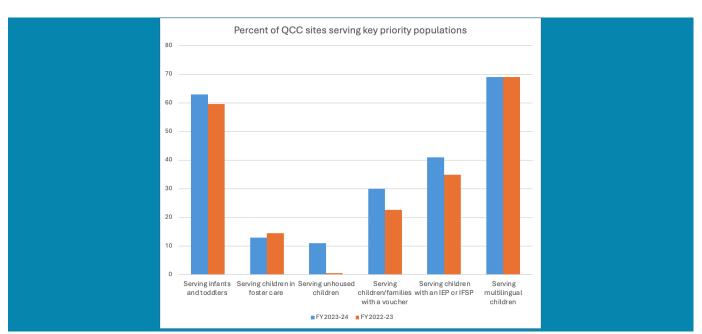
All ELC participant sites in QCC are reported in the statewide common data file, which is inclusive of all the state's QRIS funding streams. This data provides the state with an efficient



and coordinated method for receiving information about each county participating in QRIS. As of June 30, 2024, there were 9,700 participant QCC sites across the state, including 3,739 family childcare homes and 1,268 family, friend, and neighbor providers. In total, 39,686 teachers received individualized professional development to improve quality of care and early education knowledge, and 331,524 children ages 0–5 benefited from the quality improvement support provided by QCC. While overall participation numbers have declined from FY 2022–23 by 299 sites, family, friend, and neighbor provider participation increased by

235 sites, as well as significant increases in engaging sites serving key priority populations demonstrating increased focus on engaging traditionally underserved populations. In addition, QCC lead agencies reported staffing issues as a primary challenge in FY 2023–24, which may have contributed to a decline in site recruitment and retention. QCC has collectively sought to engage sites serving key priority populations including:

- 63% serving infants and toddlers (2.4% increase from FY 2022–23)
- 13% serving children in foster care (1.5% decrease from FY 2022–23)
- 11% serving unhoused children (10.4% increase from FY 2022–23)
- 30% serving children/families with a voucher (7.3% increase from FY 2022–23)
- 41% serving children with an IEP or IFSP (6.1% increase from FY 2022–23)
- 69% serving multilingual children (statistically unchanged from FY 2022–23)



For more information on QCC, visit the website at https://qualitycountsca.net

# **Refugee Family Support**

In October 2021, the First 5 Commission approved the Refugee Family Support (RFS) funding, a \$3 million investment over one year (September 2022–August 2023) to help support refugee families with children birth through age 5 resettling in counties across California. In August 2023, the Commission approved a one-year, no cost extension for grantees to continue implementation. All grantees, except Los Angeles continued with implementation through June 30, 2024. In April 2024, grantees convened to share the successes, challenges, and lessons learned in implementing the RFS grants.

In the second year of implementation, RFS grantees served nearly 700 refugee families from 18 countries. Among those are over 3,000 individuals, 78 expectant mothers, and over 1,000 children ages 0–5 years.

RFS provided targeted county-level support for childcare, family supports, and resettlement coordination for Afghan and other refugee communities through the following activities required by the RFS request for application (RFA):

• Socio-cultural adjustment and system navigation: Grantees reported the RFS funding continued to strengthen sustainable local relationships and systems of support through partnerships with local refugee-serving agencies, international rescue committees, religious organizations, public health entities, advocacy partners, and neighboring county First 5s. Additionally, grantees had the opportunity to understand the unique needs of families, create materials in languages spoken by families, recruit

linguistically and culturally-responsive staff, offer targeted professional development, explore new resources, identify best practices, and outreach efforts to reach the target population.

- Short-term emergency childcare: Grantees served few children using the RFS funding. Challenges included finding providers who can serve the children in culturally- and linguistically-appropriate manner; and the process for application and receiving assistance being challenging for the newcomers.
- **Emergency housing:** Grantees served few families with emergency housing by providing vouchers for hotels and rental assistance. Challenges included finding affordable short-term housing.

Other services provided by grantees included driving lessons for parents, child car seat safety trainings, provision of basic needs, provision of healthcare and wellbeing services, immigration and referral advocacy, educational support, in-home supports, mental health support, community support, financial education.

# **Fatherhood Initiative**

In 2022, First 5 California commissioners discussed funding an initiative focused on fatherhood that would leverage multiple state partners. Following multiple stakeholder conversations an

initial strategy was developed focusing on creating a common base of knowledge to inform First 5 California staff and Commissioners. This included contemporary research regarding fatherhood (i.e., academic literature review) and an environmental scan of existing fatherhood programs and programming (i.e., practitioner knowledge/mapping the locations of fatherhood programs) within the "First 5 Universe." The academic literature review and environmental scan were eventually presented to the Commission along with an outline for a \$5 million proposal.



In FY 2023–24, First 5 California partnered with California Child Support Services and the local First 5 Alameda Fatherhood Corps in a "Fatherhood Council" to develop opportunities that incorporate fatherhood-focused activities and efforts across California systems and programs. First 5 California's strategy is to develop conditions where father involvement is normative, uplifted, and ubiquitous and, in turn, make more valuable and data-informed investments in the future.

Additionally, First 5 California established a new partnership with Assemblymember Mike Gipson from Assembly District 65 by attending biweekly fatherhood discussions during February–August 2024. As a result of this partnership, First 5 California sponsored and provided technical assistance for the first annual Fatherhood Conference: From the Streets to the Boardroom, Fathers Matter. The conference, specifically targeting fathers, was held in August 2024, at California State University, Dominguez Hills and had over 150 attendees featuring 11 breakout sessions on topics such as financial literacy, work-life balance, wellness and wellbeing, early childhood education, parenting, and toxic stress. The event provided free expungement services for attendees from the Los Angeles County Public Defender's Office and Community Legal Aid SoCal, and provided free live scans for all those seeking services.

# **Early Math Project**

First 5 California actively participated in the ongoing development and maintenance of the multi-state agency effort to elevate the importance of early science, technology, engineering, arts, and mathematics (STEAM) activities to support children's success and understanding of STEAM. These efforts include seminars; symposiums and conferences for parents, teachers, and other ELC professionals; publication of STEAM-related literature; newsletters; book reviews, and web-based supports.

Early Math Project (EMP) is working more collaboratively with Count Play Explore (a statewide Early STEM Initiative supported and authorized by California as part of the System of Support) and will be developing and co-branding STEM resources in 2025. EMP is soon to have a new home page on the Count Play Explore website. EMP has plans to partner in the development of video guides related to the I'm Ready Video series that will support parents and early education and care providers.

During 2024, EMP helped plan and organize an early math spring seminar, summer symposium, and fall forum. The most recent event took place on October 29th and focused on the important role of play in children's learning and success. Dr. Julie Nicholson, Ryan Kurada, and Stephanie Holloway provided the keynote which was followed by five breakout sessions that focused on play for children from birth to third grade. EMP's next Early Math Event is scheduled to take place on February 26, 2025. The EMP team added 36 book guides and related activities during 2024 and anticipates completing 4 additional guides by the end of 2024. Ongoing resources that are shared on the EMP website (www.earlymathca.org) and the Count Play Explore application (www.countplayexplore.org) include:

- EMP Substack Newsletter. The newsletter can be accessed at: <u>https://carolynpfister.substack.com/</u>
- STEAM Resources
- Book guides and activities
- "I'm Ready" Video Series

# **Imagination Library**

First 5 California has partnered with the California State Librarian and has been focused on supporting the Imagination Library of California Stronger Readers team. The nonprofit board was created through the State of California's \$68.2 million investment for the statewide expansion of Dolly Parton Imagination Library.

The program is now serving over 82,000 children and 12% of those are receiving the English/Spanish bilingual collection. The program has deepened engagement with locals celebrating a 113% increase in enrollment since the launch of the statewide expansion in July 2023.

The program is fully covering 29 counties, providing partial coverage to 8 counties, and providing on-boarding processes in 2 counties. With robust communication happening in multiple counties, there will be 2–3 more expansion counties starting in the coming months.

# **Tobacco Education and Cessation**

First 5 California continues to fund Kick It California (KIC), an ongoing tobacco education and cessation activity, to meet the statutory requirement of the Children and Families Act (Health and Safety Code Section 130125 A, 130125 C). Kick It California (the "Quitline," formerly known as the California Smokers' Helpline) provides evidence-based tobacco cessation services to help users who are pregnant, or parents and caregivers of children ages 0–5, to quit tobacco.

On January 28, 2021, the First 5 California Commission approved up to \$3.6 million for three years (July 1, 2021, through June 30, 2024) to continue tobacco cessation services for priority populations. As a result of this investment, First 5 California funds support services to focus specifically on pregnant smokers, smoking parents, and caregivers of children ages 0–5, and reduce/eliminate secondhand smoke exposure to young children. Quitline services have since been expanded to include vaping (electronic cigarettes) cessation, coaching for non-tobacco-using proxies, and the development of materials that address the danger of vaping during pregnancy and the danger to children of secondhand exposure to vape aerosol, vape cartridges, and vape juice (liquid nicotine).

In FY 2023–24, 2,599 clients who were either pregnant or parents/caregivers of children ages 0– 5 enrolled in KIC. The increased enrollment was mainly due to the successful outreach efforts of KIC with thirteen 211 service operations across the state of California.

Over a third of the 2,599 enrolled were clients who vaped (n=909), including 415 who exclusively sought help to quit vaping. The remainder were dual users of vapes and cigarettes. KIC also provided coaching services to 112 non-tobacco-using proxies (i.e., family members or friends calling on behalf of smokers or vape users). KIC enrollees are ethnically diverse (over two-thirds

identify as other than white) and primarily low income (nearly 80% are Medicaid recipients). Ninety percent have not obtained a college degree, and nearly 60% report one or more of the following mental health conditions—anxiety (48%), depression (44%), bipolar (19%), schizophrenia (7%), or drug/alcohol addiction (16%).

KIC provides one-on-one telephone coaching for smokers, vapers, and non-tobacco-using proxies. Services are available in English (1-800-300-8686) and Spanish (1-800-600-8191) and through the Asian Smokers' Quitline (www.asiansmokersquitline.org) in Chinese (Cantonese and Mandarin) (1-800-838-8917), Korean (1-800–5 56-5564), and Vietnamese (1-800-778-8440). For those who might not be ready to work one-on-one with a coach, KIC services also include live chat, mobile apps, online videos, and an automated text program, with content relevant to tobacco users who are pregnant or have a young child in the home. KIC also has an interactive and user-friendly website (www.kickitca.org).

# **Small Population County Funding Augmentation**

The Small Population County Funding Augmentation (SPCFA) grant was created and approved by the Commission since the implementation of Proposition 10 in 1999. The Commission

recognized shortly after implementation of the Act that the statutory proportional funding formula based on birth rate did not provide adequate funds to operate effective First 5 programs for counties with low birth rates because the formula did not set a base funding level for all counties. Eligibility for SPCFA is based on 1000 or fewer annual births between FYs 2017–18 and FY 2018–19. During FY 2023–24, \$4,658,817.02 was budgeted by small population counties (SPC) to administer their First 5 county commission and fund programs.

On January 28, 2021, the First 5 California Commission approved up to \$20 million over 4.25 years beginning April 1, 2021 (through June 30, 2025) to focus on systems change and



system efficiencies. Through this grant, twenty-one\* small population counties have received base funding to support county commission activities needed to fulfill the statutory requirements and for Proposition 10 to be a statewide effort that promotes, supports, and improves the early development of children ages 0–5.

In 2021, First 5 California partnered with Child Trends to identify potential areas for a pooled services pilot to be implemented between FYs 2022–2024. Small counties participated in focus groups that explored their experiences, preferences, and priorities for pooled service options. They reviewed topics including evaluation, direct services, program operations, and business

management as opportunities to pool services for cost efficiencies due to the declining Prop 10 funds.

Counties were provided with two models for pooling services: internal pooling model which involves a lead small population county serving as a convener; and the second model where a contractor is to provide the services. Through these opportunities, small population counties identified two priority areas for pooled services: virtual trainings and shared marketing materials. First 5 California will work to determine whether and how best to implement the identified pooled services options.

# Home Visiting Regional Technical Assistance Grants

In FY 2022–23, First 5 California funded an extension of the original Home Visiting Collaboration grants and issued an RFA, offering new Regional Technical Assistance for Home Visiting Coordination and Integration (HV-RTA) grants to begin the following fiscal year. The HV-RTA RFA offered \$14.5 million in regional funding for home visiting technical assistance and coordination in much the same way that IMPACT Legacy's RFA regionalized funding for IMPACT consortia. Nine regions were granted funding and began work in July 2023.

In the FY 2023–24 annual performance report, the regions were asked to report on their sustainability efforts to prepare for the end of the grant and final funding year. Over a third of the regions reported actively seeking out sustainability efforts such as external partnerships and fiscal mapping, an example included the Partnership Health Plan region who is working closely with partnership health to design and implement grants specifically for First 5s to access funding to build the infrastructure to secure Medi-Cal as a sustainable funding source for their home visiting systems. Others reported making commitments with the counties within their region to share responsibility's post grant. In addition to fiscal mapping, multiple regions reported having developed successful communities of practice. Region 5 reports that their "Home Visitor Communities of Practice" are leveraging the knowledge gained from the current funding to sustain themselves beyond its conclusion. Leaders in those groups are receiving ongoing support to foster successful discussion, aiming for continued participation without incentives. A key challenge noted was transitioning to self-facilitation once First 5 California funding ceases, and that while some regions have committed to continuation of communities of practice other groups that were developed such as "Parent Advisory Groups" may face interruption with the loss of funding.

Despite delays due to unforeseen events, the grantees made meaningful progress on their workplans and were agile with timeline and administrative disruptions. First 5 California is committed to supporting the regions in their plans and will use the information compiled in the annual performance report to support the regions through the final year of this grant as well as the development of future programs.

#### **Children Now Technical Assistance**

Children Now was the HV-RTA TA provider and conducted an evaluation of programs' successes, challenges, barriers and recommendations for future direction. Their final report found 3 learnings and offered 3 recommendations:

• Learning 1: Focus on relationships: Grantees entered the initiative with skepticism and frustrations from prior experiences- the TA team understood this and worked to build relationships and trust and given wide regional variability in home visiting implementation it was important to meet folks where they were.

**Recommendation 1:** Ensure TA providers have the requisite background in both the context of implementing similar work in California and experience working in the home visiting space.

• Learning 2: Technical Assistance is NOT just for those who are struggling. Convenings and individual technical assistance sessions were low effort (for participants)- high impact ways to connect county leaders, enhance cross-collaborations and facilitate resource sharing regardless of the status or strength of their home visiting project.

**Recommendation 2:** Providing regular opportunities to share knowledge, build relationship and leadership skills amongst peer group of grantees can help instill confidence in individuals' ability to support their grant implementation and strengthen the effectiveness of initiatives as a whole; ensuring TA support aligns with the term of the initiative will help maximize the return on the grant initiative

• Learning 3: Focused collaboration and sustainability require long-term local partnerships and a shared strategic plan.

**Recommendation 3:** Support counties or regions of counties in developing multi-year strategic plans.



Overall, the technical assistance provided by Children Now from March 2023, through June 2024, helped advance the coordination and integration of home visiting services across California. By addressing the unique needs and challenges of each region through individualized support and statewide convenings fostering cross-county collaborations and promoting strategic planning this initiative has established some important grounding for a unified and sustainable home visiting system.

# Early Childhood Home Visiting Collaborative

First 5 California is an active participant of an early childhood home visiting collaborative that convenes home visiting program staff, state agency representatives, advocates, local First 5s and other partners to discuss and identify home visiting opportunities and needs within the state. Within the collaborative there are two workgroups, one that focus on addressing home visiting workforce issues such as training and development and the other on improving the complex and segmented nature of California's home visiting systems.

In June of 2024, each workgroup developed a set of recommendations, the workforce workgroup recommended the development of a California Competencies for the home visiting workforce to help build support and shared understanding, and assess the need for shared learning spaces, while the systems workgroup recommended a reduction in redundancies between Home Visiting programs and maximization of the utilization of home visiting services potentially through Medi-Cal benefits. The recommendations document is currently under review with California Department of Public Health and California Department of Social Services.



# First 5 County Commission Result Areas

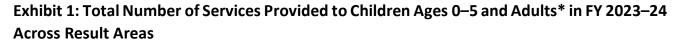
#### **Four Result Areas**

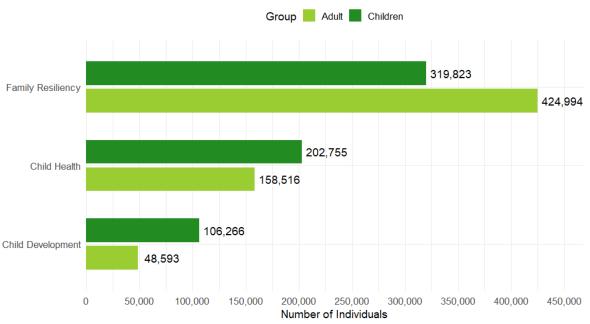
For annual reporting, First 5 California and First 5 county commissions track progress in four result areas to inform evidence-based funding decisions, program planning, and policies:

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

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

Exhibit 1 contains the total numbers of services provided to children ages birth to 5 and adults (including primary caregivers and providers) for Improved Family Resiliency, Improved Child Development, and Improved Child Health. During FY 2023–24, First 5 county commissions provided a total of 628,844 child services and 632,103 adult services. The distribution of expenditures in these three result areas totals \$288 million.

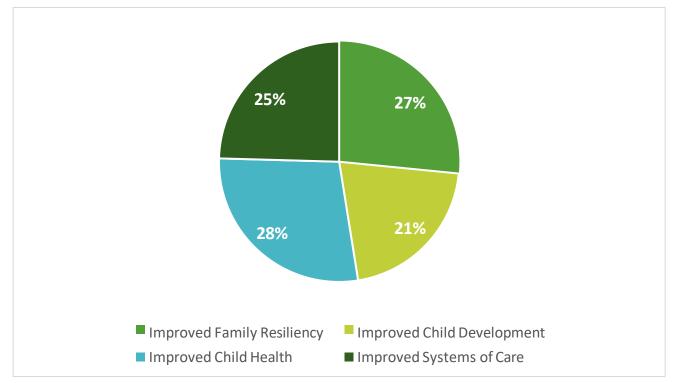


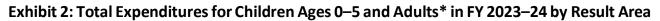


Service Reach by Domain and Age Group

\*Totals for Adults include both Primary Caregiver and Providers

The result area, Improved Systems of Care, with expenditures of \$94 million, differs from the others. It consists of programs and initiatives for system-wide structural supports for efforts within the other three result areas. The four result areas combined show total expenditures of \$382 million.





\*Adults include both Primary Caregivers and Providers

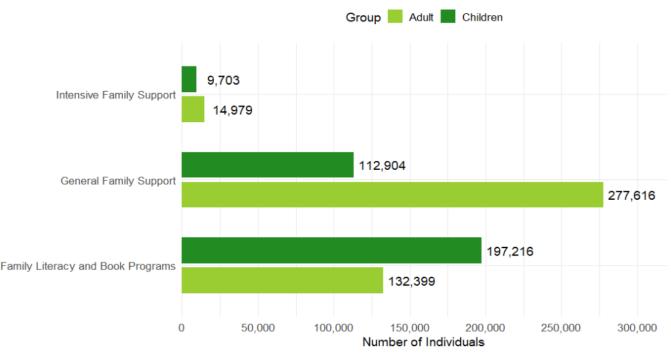
First 5 county commissions are required to report to First 5 California revenues, expenditures, and fund balances. In collaboration with the First 5 Association, First 5 California annually develops and adopts annual reporting guidelines to standardize data collection. County commission revenues are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

## **Improved Family Resiliency**

Family Resiliency includes Family Literacy and Book Programs, General Family Support, and Intensive Family Support. Services include instruction on general parenting topics, support for basic family needs and case management, parent education and literacy, referrals to community resources, assistance for parents and families, and support to schools and educational institutions, nonprofit community-based agencies, government agencies, and private institutions. In FY 2023–24, First 5 county commissions provided a total of 319,823 services to improve family resiliency for children ages birth to 5, with 197,216 child services in Family Literacy and Book Programs, 112,904 child services in General Family Support and 9,703 child services in Intensive Family Support.

First 5 county commissions provided a total of 424,994 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 132,399 adult services in Family Literacy and Book Programs, 277,616 adult services in General Family Support, and 14,979 adult services in Intensive Family Support. Exhibit 3 displays the number of services provided.

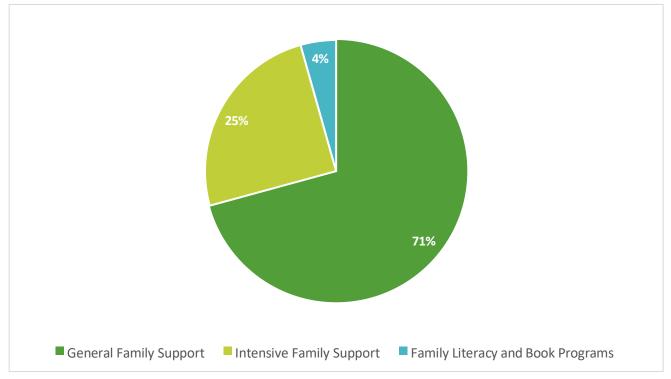
# Exhibit 3: Family Resiliency—Total Numbers of Services Provided to Children Ages 0–5 and Adults\* in FY 2023–24 by Service



## Service Reach by Family Resiliency and Age Group

## \*Totals for Adults include both Primary Caregiver and Providers

First 5 county commissions expended \$101 million to improve Family Resiliency, with 4 percent of expenditures in Family Literacy and Book Programs, 71 percent of expenditures in General Family Support, and 25 percent of expenditures in Intensive Family Support. Exhibit 4 shows the distribution of expenditures by service category. Exhibit 4: Family Resiliency–Distribution of Expenditures for Children Ages 0–5 and Adults\* in FY 2023–24 by Service



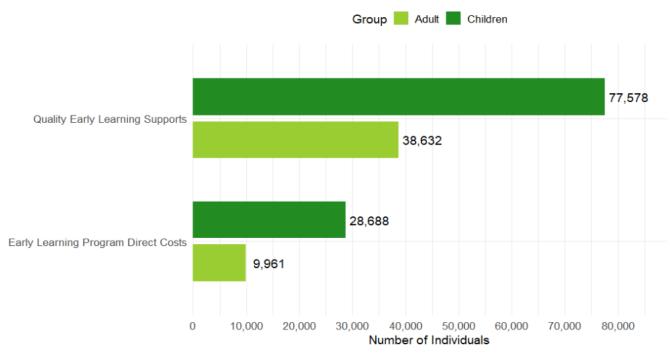
\*Adults include both Primary Caregivers and Providers

# **Improved Child Development**

Child Development includes Early Learning Programs Direct Costs and Quality Early Learning Supports. Programs include professional development for educators, high-quality preschool, services for diverse populations, and school readiness. In FY 2023–24, First 5 county commissions delivered a total of 106,266 child development services to children ages birth to 5, with 28,688 child services in Early Learning Program Direct Costs and 77,578 child services in Quality Early Learning Supports. First 5 county commissions provided a total of 48,593 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 9,961 adult services in Early Learning Program Direct Costs and 38,632 adult services in Quality Early Learning Supports.

Exhibit 5 displays the number of services provided.

# Exhibit 5: Child Development—Total Number of Services Provided to Children Ages 0–5 and Adults\* in FY 2023–24 By Service



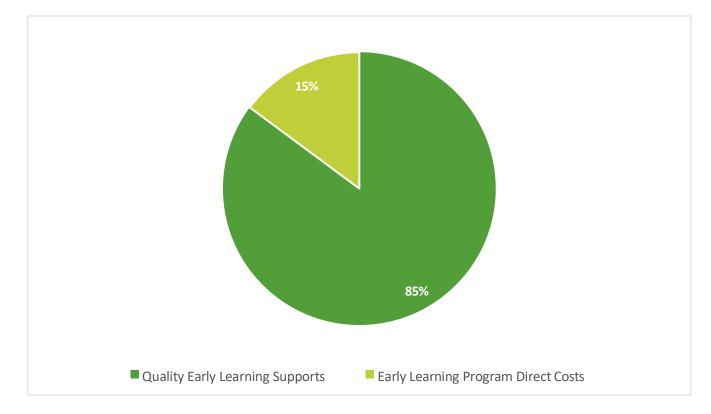
#### Service Reach by Child Development and Age Group

#### \*Totals for Adults include both Primary Caregiver and Providers

In FY 2023–24, county commissions expended \$80 million to improve Child Development, with 15 percent of expenditures in Early Learning Program Direct Costs and 85 percent of expenditures in Quality Early Learning Supports.



Exhibit 6: Child Development—Distribution of Expenditures for Children Ages 0–5 and Adults\* in FY 2023–24 by Service



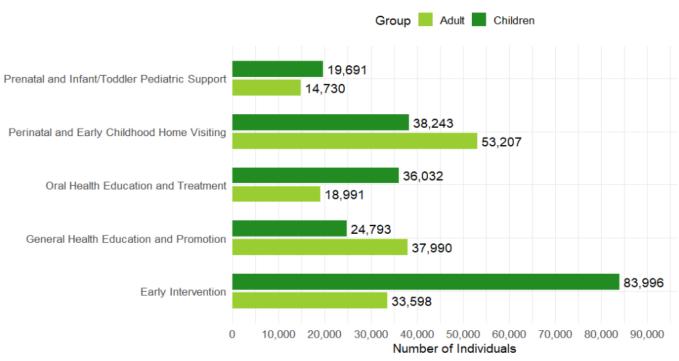
\*Adults include both Primary Caregivers and Providers



# **Improved Child Health**

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

# Exhibit 7: Child Health—Total Number of Services Provided to Children Ages 0–5 and Adults\* in FY 2023–24 By Service

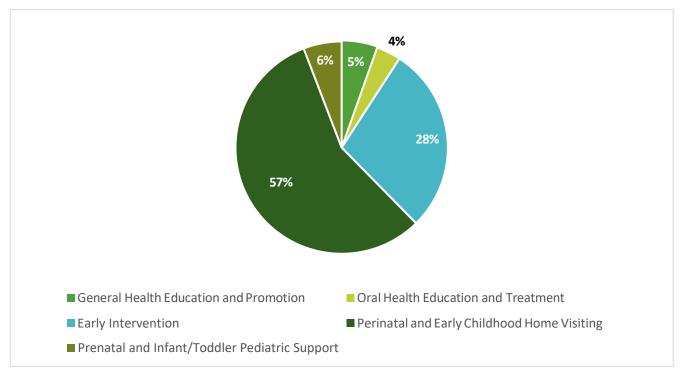


#### Service Reach by Child Health Program and Age Group

#### \*Totals for Adults include both Primary Caregiver and Providers

In FY 2023–24, First 5 county commissions provided a total of 202,755 services to children ages birth to 5, with 83,996 child services in Early Intervention, 24,793 child services in General Health Education and Promotion, 36,032 child services in Oral Health Education and Treatment, 38,243 child services in Perinatal and Early Childhood Home Visiting, and 19,691 child services in Prenatal and Infant/Toddler Pediatric Support. First 5 county commissions provided a total of 158,516 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 33,598 adult services in Early Intervention, 37,990 adult services in General Health Education and Promotion, 18,991 adult services in Oral Health Education and Treatment, 53,207 adult services in Perinatal and Early Childhood Home Visiting, and 14,730 adult services in Prenatal and Infant/Toddler Pediatric Support.

# Exhibit 8: Child Health— Distribution of Expenditures for Children Ages 0–5 and Adults\* in FY 2023–24 by Service

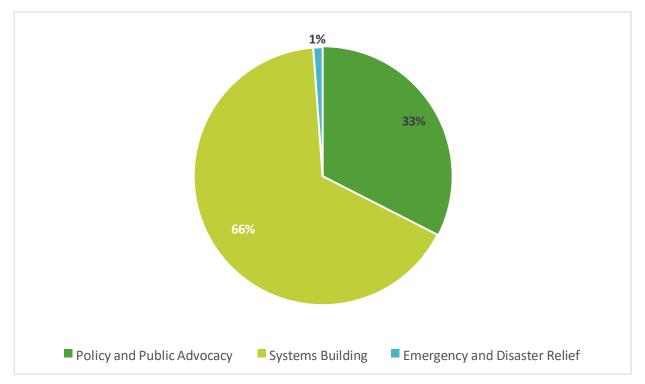


#### \*Adults include both Primary Caregivers and Providers

In FY 2023–24, county commissions expended \$107 million to improve Child Health, with 57 percent of expenditures in Perinatal and Early Childhood Home Visiting, 28 percent of expenditures in Early Intervention, 6 percent of expenditures in Prenatal and Infant/Toddler Pediatric Support, 5 percent of expenditures in General Health Education and Promotion, and 4 percent of expenditures in Oral Health Education and Treatment.

## **Improved Systems of Care**

Systems of Care addresses system-wide structural supports as county commissions focus efforts within the result areas of Family Resiliency, Child Development, and Child Health. For example, interagency collaboration allows coordinated wrap-around efforts from multiple organizations providing focused client services. Since this result is at a systems level, counties do not report numbers of children and adults served. Expenditure data indicate that for FY 2023–24, county commissions expended \$94 million to improve Systems of Care, with 1 percent focused on Emergency and Disaster Relief, 33 percent on Policy and Public Advocacy, and 66 percent of expenditures toward Systems Building.



#### Exhibit 9: Systems of Care—Distribution of Expenditures in FY 2023–24 by Service

## **Populations Served**

County commissions served a diversity of populations by age, race/ethnicity, and language (Appendix C). Statewide, 602,341 children were served by county commission programs. The total of 611,952 adults served included primary caregivers such as parents and other family members (539,120) and service providers (72,832).

By age, 35 percent of children served were under 3 years old, 34 percent were ages 3 through 5 years old, and 31 percent were of unknown age.

By race/ethnicity, children served included Hispanic or Latino as the largest group (38 percent), followed by White (12 percent), Asian (6 percent), Black or African American (5 percent), Other (2 percent), Two or More Races (4 percent), Alaska Native or American Indian (less than 1 percent), Native Hawaiian or Pacific Islander (less than 1 percent) and unknown race/ ethnicity (34 percent).

With respect to primary language of children served, the two largest groups served were speakers of English (44 percent) and Spanish (21 percent), followed by speakers of Asian languages (Vietnamese, Cantonese, Mandarin, Korean, 2 percent) and language unknown (30 percent).

# First 5 County Highlights

# Alameda

Spurred by additional revenue from local tax measures, this was a year of growth and transformation for First 5 Alameda County. Our budget increased by 55%, allowing us to scale stakeholder engagement, increase staffing by 12% and build internal systems to support administration of new funding streams.

We continued our investments through the Oakland Children's Initiative Early Education Fund in support of priority public system partners Oakland Unified School District and City of Oakland Head Start to build infrastructure to better support ECE professionals, children and families.

We engaged community in the implementation of Alameda County Measure C, collaborating with a Community Advisory Council to inform recommendations for the first round of investments, collecting 1,000+ survey responses from families and ECE providers and enlisting parents, family navigators and public systems partners to inform the design of a centralized eligibility list.

We also convened 13 school districts to adopt the Early Development Instrument for our next Kindergarten Readiness Study.

Our partnership with Alameda Alliance for Health continued, ensuring 2,000+ Medi-Cal managed care plan members completed a well-child visit and 1,000+ were referred to an early intervention service by our care coordinators. We also continued our birth equity work, providing 140 hours of lactation training and peer support groups for 180+ participants.

Our Fathers Corps initiative hosted a Fatherhood Summit, engaging 400+ fathers, father figures and partners in workshops and trainings. Through our Trainings initiative, we provided 48 trainings for 700+ partners and providers to expand early childhood knowledge in our local systems.

Through our placed-based Neighborhoods Ready for School initiative, we invested over \$3M in community organizations in traditionally underserved neighborhoods and facilitated a strategic planning process for the grantees to guide the next phase of investments.

# Alpine

An accomplishment during the fiscal year involved the engagement of the local tribal community through playgroups to understand the community's needs as part of the Home Visiting Coordination with Mono and Inyo First 5's.

First 5 Alpine recognizes efforts to support the local tribal community effectively must begin with authentic engagement of community members to identify their own needs. In addition, First 5 Alpine acknowledges that its investments could more effectively reach the tribal community. As such, First 5 Alpine organized weekly playgroups, named "Beziyezing Payti'i'," "toddler time" in the Washoe language, at the Woodfords Indian Education Center (referred to hereafter as the Center). The Center, located within the Hung-A-Lel-Ti Community, is a critical resource for the tribal community, and by hosting playgroups in this space, First 5 Alpine intentionally worked to make services available to families with young children at a known and more easily accessible space.

Playgroups were designed to connect with families, identify families' needs and interest in home visiting, provide developmentally appropriate activities for children, and offer additional county resources. Families were given children's books featuring Native American stories after each session. In addition, other service providers such as the Women, Infants and Children's (WIC) Program and the AELC were invited to attend playgroups and offer services or lead an activity. From December 2023 through May 2024, 26 playgroup sessions were hosted at the Center, with 12 caregivers and 12 children ages 0 through 5 participating.

Through playgroups, First 5 Alpine has invested in increasing its understanding of the tribal community's needs as well as deepening its efforts to make services available within the community. This engagement has allowed the First 5 Executive Director to build relationships with families in the community and to tailor services to better meet families' expressed needs.

#### Amador

First 5 Amador continued to work closely with county agencies and community-based organizations, leveraging local resources to increase our reach. Investments included Welcome Baby, a local model that provides a minimum of one prenatal visit with follow-up once the baby is born. Through Welcome Baby, 43 mothers were screened for perinatal mood and anxiety disorders and referred to contracted clinicians as needed.

Amador's Imagination Library participation continues to remain high with 70% of the age-eligible children in the county currently enrolled. This year, Amador celebrated 15 years of offering this valuable early literacy and family engagement program to local families.

Messy Mornings was launched the end of FY 2021–22 with the goal of providing a child-led experience that encourages exploration and play in First 5's outdoor learning lab. These weekly "messy" events have the highest participation rate of



all First 5 programs with 30-45 children and their caregivers in attendance each week. While the children and caregivers are participating in the activities; mothers, fathers, family, friends, and neighbor caregivers are learning about early childhood development while providing peer support to one another.

Amador's Quality for Kids provided an opportunity for childcare providers; preschool teachers; and family, friend, and neighbor caregivers to participate in educational opportunities to enhance the care they provide to Amador's youngest. 36 Quality for Kids early care and education participants received financial incentives as well as educational materials that supported their quality improvement plans.



This year, First 5 Amador, collaborated with Amador Arts to offer a weekly music/movement program which was wellattended and demonstrated new strategies for early learning, social and emotional development, and community engagement.

First 5's Family Resource Center continues to be a welcoming site for families and community partners to gather.

#### Butte

The First 5 Butte County Children and Families Commission envisions a future where every child has the opportunity to thrive and build resilience through a nurturing, supportive network of families, caregivers, and their community. Over the past year, First 5 Butte County continued to prioritize all areas of its strategic plan, despite a substantial decline in tobacco tax revenue.

In response to this decrease in funding, the Commission refined its focus to a singular goal: supporting a coordinated system of Family Centers. The Commission successfully leveraged philanthropic, county, state, and federal funds to support this effort and committed its remaining fund balance to the development of Family Centers. After extensive training, program design, and collaboration with several community-based organizations, the Commission proudly opened five Family Centers across Butte County.

These Family Centers offer caregiver education, tangible support services, early childhood education, socialization activities, home visiting, caregiver support, "Help Me Grow" Butte care coordination, connections to community resources, and more. Each Family Center adheres to programming guidelines developed by the Commission and tailors its services to be responsive to the unique needs of the populations and communities it serves. The Commission remains committed to expanding the reach of the Family Centers and growing the network while working towards establishing a sustainable, long-term funding structure for these essential services.

## Calaveras

First 5 Calaveras focused on systems improvements through integration with the Public Health Division of Health and Human Services that promote collaboration and coordination of resources and support for families with young children. The integration has made significant impacts on program sustainability. By consolidating resources and streamlining operations, the move not only reduced redundant costs but also enhanced the ability to maintain and expand services. These strengthened partnerships and coordinated efforts contributed to the development of a more resilient and adaptable support system for children aged 0–5 years, thus ensuring lasting impacts for families in Calaveras County.

Two new programs that provide mental health services and supports were fully implemented in FY 2023–24, Metta Services and Social-Emotional Coaching Services. The Metta Services provides early mental health trauma-informed services to children and their families, providing comprehensive early mental health services that include assessments/screenings for developmental and behavioral delays, home visits, case management, therapy, and linkages to resources. A range of social-emotional curriculum support and training was provided for teachers at early learning sites through the Social-Emotional Coaching Services program. Behavioral observations were offered for children in need of more intensive social emotional support. Parent-teacher conferences were held, and materials prepared for use at home and school (feelings charts, problem solving materials, calming/breathing activities).

A critical gap identified through recent strategic planning was the need to bring back oral health preventative screening services for children after a 3-year interruption. After extensive planning and collaboration with the Tuolumne County Office of Education, the Smile Keepers Dental Program was fully implemented in FY 2023–24, providing preventative oral health care services at a number of ECE sites.

## Colusa

In the FY 2023–24, First 5 Colusa served a total of 1,757 children from birth to age 5, along with 1,431 parents and caregivers, focusing on three key areas: Improved Child Health, Improved Family Functioning, and Improved Child Development. The most significant increase in the number of children and families served was due to the expansion of the Help Me Grow (HMG) developmental screening network.

First 5 Colusa's HMG program operates as a Small Population County Funding Augmentation (SPCFA) initiative. It leverages, braids, and blends additional local and state funding to provide a seamless screening and early intervention program in Colusa County. During FY 2023–24, the HMG program increased access to developmental screenings for families through family childcare networks and a user-friendly public access portal via social media.

Additionally, First 5 Colusa collaborated with the City of Colusa to host Pop-Up Playgroups, providing families the opportunity to engage with HMG staff and learn more about available developmental screening options. As a result, there was a significant increase in the number of children receiving developmental screenings, many of whom accessed coordinated care efforts and case management through the HMG and Early Start networks. A total of 227 children

participated in the HMG program, with 86 of those, aged from birth to 3 years, receiving more intensive case management services through the Early Start Family Resource Center supports.

First 5 Colusa continues to invest in programs and initiatives that supports children and families during the critical early years, helping to level the playing field, providing equitable access to resources and opportunities for all children and families in Colusa County.

# Contra Costa

First 5 Contra Costa aims to ensure children prenatal to age five are healthy, ready to learn, and supported in nurturing families and communities. We focus on the children and families who are struggling to thrive.

Our Strengthening Families efforts help families access the information and services they need. Our 5 family resource centers holistically support families with children ages 0–5. The Centers foster parents' ability to advocate for their families and build a sense of community. They offer classes, playgroups, support groups, one-on-one consultations about community services, and car seat, diapers, and other giveaways. In FY 2023–24, the Centers reached almost 6,000 people in the highest need areas.

First 5 Contra Costa offers parent education to enhance parents' knowledge of child development and positive parenting practices. In FY 2024, we funded evidence-based parenting classes that reached more than 200 parents. Clinical assessments done by participants in multi-week classes demonstrated a significant decrease in parental stress and negative interactions with their child.

Our Early Childhood Education efforts help ensure children have high-quality early learning experiences. In FY 2023–24, First 5 Contra Costa offered training that reached 464 early educators, supported 154 early learning programs with coaching support and incentives, and awarded stipends to 101 early learning educators for completing trainings or college coursework. Family childcare leaders served as mentors to 30 family childcare providers interested in quality improvement. In FY 2023–24, trainings emphasized strategies to meet the needs of children with disabilities or delays.

Our Early Intervention efforts ensure that families have access to prevention and early intervention supports that foster their children's optimal development. Through our Help Me Grow model, 140 more children were screened for developmental concerns and 45 more participated in developmental playgroups compared to FY 2022–23.

# Del Norte

First 5 Del Norte continues to expand our reach of Dolly Parton's Imagination Library throughout the County. Feedback from families continues to be favorable. In 2023–2024, First 5 Del Norte continued providing and developing culturally appropriate content of the parent-support texting

program Ready4K. Working with Parent-Powered, we are adapting their existing texting program, Ready4K, to provide connections to local programs and resources, encourage community connections, and educate families on school readiness skill building. First 5 Del Norte has also taken a leading role in the oral health education and outreach in Del Norte County, with educational outreach at Health Fairs and Youth and Family Fairs and working to help ensure that the Kindergarten Oral Health Assessments happened in our County at every school in our school district.

Additionally, we have spent the past year recruiting, onboarding, and training our Home Visitors in partnership with our public health department, in preparation for our approved Health Families America home visiting program in Del Norte County. We are unique in that we are partnering with nurses to provide an elevated level of medical supports to the families that need additional supports, and First 5 will provide the social support side of the home visits. We continue to work with our collaborating partners on our 3Read23 literacy initiative, working to support our educators and childcare providers to provide high level literacy and community supports to our families. We also partnered with Open Door Community Health around ACES awareness, which we incorporated into our Healthy Families America referral model. We also began work on the Children and Youth Behavioral Health Initiative grant, focusing heavily on ACES-related work and educational opportunities for families and providers.

## El Dorado

First 5 El Dorado Commission is the collective impact lead in a systems change effort to increase access to services and supports for children, families and individuals in their community, referred to as Community Hubs. Hubs were established to connect families and individuals with services, offer preventive screenings, and walk with them toward resiliency.

During FY 2023–24, a total of 5,158 individuals were provided with Community Hub services. Key elements of the model include:

- Local libraries serving as community resource centers with bilingual navigators to walk with families
- Navigators connecting families and individuals with supports and services that address their unique situations both in the libraries and the community
- Community advisories with local voices identifying service gaps and barriers
- Integrating continuous quality improvement strategies, such as monthly data review, improvement coaching, and staff rounding

First 5 El Dorado reaffirmed its commitment to the Hub model within its 2021–25 Amended Strategic Plan.

#### Fresno

At First 5 Fresno County, we believe that we are one piece, not the whole, of a future where all children and their families are healthy, loved, and nurtured. To this end, we prioritize innovative solutions that leverage Proposition 10 dollars and build on local strengths, wisdom, and resources. One example of this value in practice is our partnership with the Fresno County Department of Public Health. Through this partnership, First 5 Fresno County leverages approximately one million dollars in annual federal funding to further the vision of scaling home visitation services in Fresno County. That leveraged funding, along with First 5 Fresno County's investment has expanded the reach of the three unique home visitation programs: Nurse Family Partnership, Nurse Liaison, and the locally grown Community Health Teams program. The recent, drastic decline of Proposition 10 revenue has had, and will continue to have a direct impact on these types of partnerships, community services, staffing, and systems change efforts. We continue to make hard choices about community investments while seeking additional revenue streams to ensure the well-being of our children, families, and providers.

## Glenn

A total of 471 families, childcare providers, and schools received essential resources through supply distribution efforts, which have become a vital support system for many navigating the challenges of a strained economy.

## Humboldt

The recent, drastic decline of Proposition 10 revenue has had a significant impact to First 5 Humboldt's community services, staffing, and systems change efforts. During the last two years, this has resulted in cutting funding to services, including eliminating funding for the longstanding Paso a Paso program which serves some of the most historically marginalized and disenfranchised members of our community. Accessing grant funding has enabled us to continue our community leadership, however in a more restricted way.

During the last year, we utilized grants from two state departments, the Department of Health Care Services and the Department of Social Services, bringing needed resources to local families with young children. We were, additionally, able to implement two grant-funded projects with First 5 California to meet the intersecting goals of the First 5 California Commission and our own local priorities, specifically home visiting coordination and professional development for early childhood educators.

Unfortunately, Humboldt County's budget deficit has been compounded by California's budget deficit, resulting in the end of an 8-year County/First 5 Humboldt partnership that awarded local grants to prevent and reduce Adverse Childhood Experiences among young children in our county. The ability of First 5 counties to leverage additional resources, including federal, state, and philanthropic contracts, is significantly impacted by the decline in Prop 10 revenue. First 5

Humboldt has worked with the First 5 Association of California to advocate for sustainable solutions. We are committed to continuing the transformative work of local First 5's in supporting our youngest children and their families.

## Imperial

With over 30 partner agencies, First 5 Imperial promoted services and activities designed to support the healthy development and well-being of children 0–5 years of age and their families. A significant vehicle for promoting services offered by these agencies was through the coordination family resource fairs hosted at local elementary schools with catchment areas that include a significant proportion of "high-need" families. The purpose of these community outreach events was to provide partner agencies that serve young children, with a mechanism to enhance the recruitment of families; a space for providing direct services; and an opportunity for agencies to promote resources, build awareness, and distribute valuable information on services to targeted families by their presence. For example, direct services offered at these events included: health screenings, child passenger restraint check and installation services (car seats provided to qualifying families at no cost through Public Health and CA Highway Patrol), signing families up for MediCal services, distributing food boxes (provided by the local Food Bank and the Food Box Program), and a child 0–5 yrs ID program (intended to support the prevention of child abductions).

In addition, families were recruited to sign up for specific services offered by agencies, which included: parenting/parent education sessions; family literacy programs; preschool and TK referrals; maternal/child health and other medical services; scald and burn prevention presentations; advocacy services for children in the child welfare system; and Medical CHW and ECM services. F5I and partners supported 1315 parents and 433 children 0–5 through these events. Agencies offering service referrals ranged from Behavioral Health to the Sheriff's Department, community clinics to the local Food Bank and Cooperative Extension, child advocacy to parenting and home visitations program offered by the Regional Occupational Program and County Office of Education, and other CBOs.

#### Inyo

First 5 Inyo achieved key milestones in Systems Building, by facilitating bi-monthly meetings of the Perinatal Taskforce and launching a provider promotion program to expand the Triple P network in Inyo County. Additionally, the first meeting of the Inyo County Child Abuse Prevention Council in August 2023 marked a significant step in community outreach, with initiatives like Coffee Shop Fridays and the Volunteer and Resource Fair to strengthen local engagement. Additional accomplishments included offering Triple P classes to 63 caregivers, with notable improvements in parenting styles such as a 24% decrease in over-reactivity and an 18% decrease in hostility. The rebranded Inyo County Home Visiting program enrolled 11 families, and initiatives like Reach Out and Read and Imagination Library supported early childhood development by distributing books to hundreds of children. In Comprehensive Health and Development, First 5 Inyo provided developmental screenings to 289 children, identifying 49 for referrals, and is working on a system to track referral outcomes.

## Kern

In FY 2023–24, First 5 Kern supported 39 programs across three key focus areas: health and wellness, parent education and support services, and early childcare and education. An estimated \$7.4 million was invested in these areas to strengthen and support children prenatal to age five and their families in Kern County. Key highlights include:

## Health and Wellness

Funded programs served 753 caregivers and 4,413 children. The dental program provided oral health screenings to 2,797 children, and 126 received restorative dental care. Immunizations were administered to 517 children, while 117 mobile clinics were held throughout the county. Additionally, the Nurse Family Partnership and Black Infant Health programs delivered home visitation services to 178 mothers and 145 children.



## Parent Education and Support Services

A total of 9,261 caregivers and family members, along with 7,378 children, were served. Case management services were provided to 1,412 parents and 1,435 children. Parent education classes/workshops had 745 participants, and 125 parents attended courtmandated education sessions.

• Early Childcare and Education

Services reached 1,504 children and 860 parents. Of these, 558 children participated in center-based activities, while 107 received home-based services. Additionally, 123 children took part in summer bridge activities aimed at supporting school readiness.



First 5 Kern County's investment of approximately \$7.4 million across health and wellness, parent education and support services, and early childcare and education has significantly impacted the lives of children and families. Through 39 programs, 13,295 children and 12,831 caregivers benefited from vital services, including dental care, immunizations, home visitations, and parent education. These efforts have helped enhance the well-being and development of children prenatal to age five, ensuring they receive the support needed for a healthy start in life.

## Kings

The Kings County Children and Families Commission continued to support local initiatives related to quality early childcare and education, parent education and support, children's health and systems integration and alignment. The local Family Resource Centers collectively served 549 children and 481 primary caregivers, ensuring that these families and children had access to a variety of services. Our local C.A.R.E.S. program provided professional development and training/technical assistance to the early care and education field through coaching and training to enhance the skills and knowledge of 204 providers. School readiness skills were delivered to 235 children and 186 parents/caregivers, and a new peer mentorship program for parents was launched reaching 108 parents/caregivers. A new program to educate 211 callers with young children about resources available in the community was launched in January 2024, resulting in 270 follow-up contacts and 177 follow-up calls to refer families to early childhood services. The Commission continues to support distribution of the New Parent Kits to parents with newborns, expanding from the local birthing center and Family Resource Centers, to the Tachi Yokut Santa Rosa Rancheria Tribe's Tribal Social Services department, Get Connected! program (through Kings 2-1-1), the Lemoore Naval Air Station's Fleet & Family Support Center and Kings County Public Health Department's Health Educator outreach team. Continued collaboration with Central Valley First 5s, to leverage resources and maximize program access, has resulted in the initiation of the following projects: the Heart of the Valley Collaborative for Home Visiting

Technical Assistance, Central Valley Regional Help Me Grow, as well as exploring partnerships with the Medi-Cal Managed Care Plans.

# Lake

During FY 2023–24, First 5 Lake County achieved several accomplishments in strengthening systems of care and supporting family resilience amid funding challenges. Continued decline of Prop 10 revenue has constrained the county's capacity to fully transform local systems, but through strategic use of grant funding and collaborative efforts First 5 Lake maintained progress.

- The Home Visiting Technical Assistance grant played a role in enhancing collaboration among local agencies, aligning efforts with initiatives like CalAIM to enhance coordinated system of care.
- Title IV-E trainings improved the knowledge and skills of service providers, fostering shared learning around the needs of vulnerable families and children.
- Mother-Wise's Car Seat Safety initiative originated from discussions within the Smart Start Collaborative. The pilot program was overwhelmed with the number of participants seeking car seats and safety information for their children. This is a prime example of how the collaboration and community input led by First 5 Lake drives the creation of impactful services to address local needs.
- Bloom's Oral Health Project provided essential dental screenings and education to children, helping to mitigate the limited access to preventive care that many families experience through collaboration with dental providers and schools.

The decline in Prop 10 revenue significantly affected First 5 counties' ability to leverage federal, state, and philanthropic resources. F5L, in collaboration with the First 5 Association of California, is advocating for sustainable funding solutions. Despite the challenges, F5L remains committed to continuing its transformative work and advocating for sustainable support to ensure children and families can reach their full potential.

#### Lassen

The First 5 Lassen County Children and Families Commission's primary strategy in realizing its vision and fulfilling its mission is through the Pathways Home Visiting Program. During FY 2023–24, First 5 Lassen County investments in home visiting resulted in the following accomplishments: Families are receiving the services and support they need through home visiting services. A total of 28 high-need families were provided with intensive home visiting services they provided were centered on supporting the family's basic needs. With the declining revenue, First 5 Lassen worked with Pathways to gain additional funding to sustain this program.

# Los Angeles

The following accomplishments highlight First 5 LA's collaborative work with our partners to ensure that every child is born healthy and thrives in a nurturing, safe and loving community. Accomplishments are organized by the three goals in First 5 LA's 2024-2029 Strategic Plan:

- Goal 1 Basic Needs Met: African American Infant and Maternal Mortality (AAIMM) Initiative continued their Village Fund Community Grantmaking to fund innovative, community-led strategies to support the well-being of Black birthing families. Examples of funded projects include new parent support groups, lactation & breastfeeding support, and community care circles. The four AAIMM Community Action Teams—regional collaboratives that engage their community to implement equity strategies—developed local action plans and continued to build organizational infrastructure.
- Goal 2 Nurturing Relationships and Environments: F5LA focused on sustainability strategies for Home Visitation programs. Successful advocacy and systems change efforts resulted in diversified funding sources for HV services by partnering with systems like LA County Department of Public Health and Department of Mental Health. Home Visitation providers strengthened collaborations with agencies to provide resources for LA County communities and families.
- Goal 3 Foundation for Well-Being and Lifelong Success: The Dual Language Learner (DLL) communications campaign successfully disseminated messages about the benefits and value of bilingualism. In partnership with over 400 community partners, ~45,000 culturally and linguistically appropriate brochures were distributed in seven languages. Families were reached through multilingual videos to empower caregivers raising DLL children, and through a mix of outdoor media (bus benches, billboards), print publications, radio and tv stations.

#### Madera

First, 5 Madera County continued investing in community projects and initiatives that aligned with the 2020-2024 Strategic Plan. Investments centering on prevention and a whole-child, whole-family approach were well-received by the community. The Preventive Services Program provides a tailored approach to prevention services. In partnership with the Madera County Department of Social Services, families are identified and referred to a case manager at a Family Resource Center. The case manager works individually with families to strengthen their protective factors.

The support and prevention strategies enhance resiliency and self-efficacy, based on a belief in the client's parenting abilities. The program is also available to families from the Targeted Enrichment Neighborhood, an area identified as having high needs by the Community Health Assessment. At a macro-level, the PSP program aims to increase and strengthen protective factors, reduce the risk of child abuse and neglect, and decrease the entry of families with children aged 0–5 into Child Welfare Services.

Led by empathy, compassion, and trust, the case manager facilitates this program, guided by the parent/caregiver. The flow of services includes referral, acceptance, screening, connection, follow-up, and successful exit. About 50% of referred families voluntarily participated in the program. Among these families, 60 screenings, surveys, and rescreens were conducted. Of these, 27 raised concerns, 22 were connected to services or resources, and five continued to work on their progress. This program aims to support children's healthy development and family well-being.

#### Marin

First 5 Marin Children and Families Commission initiated a Request for Proposals due to declining revenue. The RFP process for fiscal years 2024–2027 includes a community investment of one million dollars, a 37% decrease from previous years. Community stakeholders, including parents, co-designed and reviewed proposals, prioritizing equity, collaboration, and care gap solutions. The panel recommended funding ten projects aligned with First 5 Marin's goals. These include expanding developmental playgroups focused on protective factors and early identification, prenatal and postpartum support addressing perinatal mood disorders and supporting marginalized parents, and "Playful Beginnings," which enhances child and family well-being for low-income Marin children by removing barriers to high-quality learning environments. The Pediatric Dental Initiative ensures access to dental surgeries for underserved children. The Evidence-Based Data Exchange project fosters teacher-family relationships and provides strength-based interventions. The Indigenous Nature-Based Playgroup Pilot offers culturally sensitive, Indigenous-led early childhood programs. The Local Parent Advocacy project supports a BIPOC-led parent movement to transform care and social services. The Family Child Care Training Project addresses the loss of child care spaces by helping community members become licensed providers. Performing Stars provides enrichment through dance, gardening, and art for low-income children of color in partnership with local preschools.

To meet First 5 Marin's systems-strengthening goal the team facilitates systems alignment and referral coordination among funded partners and Help Me Grow Marin leads the California Department of Health Care Services CalAIM transition in Marin. In collaboration with Marin Promise Partnership and Future State, First 5 Marin partners with Marin's Federally Qualified Health Clinics to develop an Ages and Stages Questionnaire dashboard.

# Mariposa

During this past year, the most significant accomplishment of First 5 Mariposa was the School Readiness Program, which serves two preschools (Cathey's Valley and Lake Don Pedro) located in remote areas of Mariposa County. The two preschools provide an outstanding play-based program that prepares the children for kindergarten. The facilities, curriculum, and activities are creative, educational, and focus on developmentally appropriate activities using Science, Engineering, Art, Technology, and Math (STEAM curriculum). This program is free of charge to children in Mariposa. Another funded program that was highly successful was the instructional aide hired to work in the Mariposa Elementary School Transitional Kindergarten classroom. The instructional aide worked with the reading program/assessments, and she provided extra assistance to children who were having difficulty. Having the aide in the classroom also provided time for the teacher to work with the children individually.

A growing and successful program in Mariposa, is the Dolly Parton Imagination Library. The 293 children enrolled make up almost 35% of the children 0–5 in Mariposa County.

# Mendocino

The decline of Prop 10 revenue has resulted in First 5 Mendocino having to reduce its efforts in providing supports around child health and development, specifically around substance use disorders, and advocacy and outreach activities. These reduced efforts negatively affect the impact of First 5 Mendocino's message around the importance of the First five years in a child's development. Accessing grant funding has enabled us to continue community leadership in a more restricted way.

During the last year, we utilized grants from two state departments, including the Department of Health Care Services and the Department of Developmental Services, bringing resources needed to local families with young children. We were additionally able to implement two grantfunded projects with First 5 California to meet the intersecting goals of the First 5 California Commission and our own local priorities, specifically home visiting coordination and professional development for early childhood educators.



Unfortunately, Mendocino County's budget deficit has been compounded by California's budget deficit, further compromising County/First 5 Mendocino's partnership around local contracts to prevent and reduce Adverse Childhood Experiences among young children in our county. The ability of First 5 counties to leverage additional resources, including federal, state, and philanthropic contracts, is significantly impacted by the decline in Prop 10 revenue. First 5 Mendocino has worked with the First 5 Association of California to advocate for sustainable solutions. We are committed to continuing the transformative work of local First 5's in supporting our youngest children and their families.

# Merced

During FY 2023–24, First 5 Merced County invested over \$2 million to support services for 10,081 children, primary caregivers, and providers to enhance the five protective factors that promote optimal development and enhance the system for effective family support. First 5 Merced-funded culturally responsive programming and reached diverse children and families - including over 1,100 Spanish-speaking children and 500 primary caregivers.

- As part of system strengthening strategies, First 5 Merced led capacity-building and regional coordination efforts to strengthen the system of home visitation both within Merced County and across the wider San Joaquin Valley region.
- For strategies directly serving children and families, the Dolly Parton Imagination Library book distribution program successfully implemented its second year of programs, an initiative that is meant to increase children and families' access to books to support daily reading. A total of 63,330 books have been mailed out to 7,161 children in FY 2023–24.
- Another notable initiative launched last year was the Kiddiel and Amusement Park Save the Train Initiative, a partnership between First 5 Merced and the Kiwanis Club of Greater Merced. As part of this work, the two organizations are replacing the 50+ year park train and train tracks and upgrading the rides to improve safety, efficiency, and accessibility so that the park can continue to serve Central Valley children for years to come.

As part of the Week of the Young Child, funded partners and community agencies hosted activities with the children in Applegate Park and in Los Banos to increase access on the west side of the area. A total of 534 adults, 461 0–5-year-olds, and 338 6-18-year-olds attended the celebration, and an additional 200 families received food boxes as part of the event. 100 percent of attendees that completed a satisfaction survey shared they found the event valuable.

# Modoc

In FY 23–24, First 5 Modoc continued to deal with the steep decline of Proposition 10 funds. Target investments focused on collaborative, systems change efforts to bring 0–5 program awareness and access, bridging system gaps and implementing collaborative systems of care to aid in cross-sector sustainability. Modoc supported four formal (\$10,000+) and two mini (\$5,000 or less) externally funded grant programs, three direct investment projects, and led four grantfunded or sub-contracted projects. External investments included supporting Strong Family Health Center's culturally responsive playgroup model for Native and non-Native American families; Early Mental Health Services provided families with intensive home-based psychotherapy and increased support when experiencing crisis; Tulelake/Newell FRC promoted self-sufficiency skill building through service coordination, case management, and parent education; Budding Tree Preschool provided high-quality early education to families not eligible for subsidies; Modoc 4-H Cloverbuds offered experiential agriculture education and life skills building; and OD Austin Foundation focused on physical and emotional health in organized sports.

Direct internal investments included the Dollywood Imagination Library; Parent Powered Trauma-Informed, which provided families weekly engagement to promote their children's development and accessing community resources; and the F5M Early Learning & Resource HUB hosted two AmeriCorps members who assisted local families through community outreach, popup events, and at care sites.

Additionally, First 5 Modoc provided Quality Counts county leadership, coaching, and professional development to local caregivers; coordinated local home visiting systems work with Public Health, Early Head Start, and various local, regional, and out-of-state partners; provided COVID-19 vaccination confidence outreach; and collaborated with Resource and Referral to provide technical assistance and professional development to caregivers.

#### Mono

First 5 Mono continues to expand work in Home Visiting thanks to a new investment from the State general fund and ongoing investment from the County general fund and First 5 California's Small Population County Funding Augmentation and Home Visiting Coordination programs. Thanks to the dedication of Home Visitors, the Parents as Teachers program met affiliate thresholds and is moving forward to seek Blue Ribbon status.

Thanks to funding from Mono County Behavioral Health, First 5 Mono offered playgroups around the County for families with children birth-5 providing an opportunity to socialize for both parents and children, develop school readiness skills, and have fun!

The Home Visiting Coordination program funded by First 5 California enjoyed some concrete successes this year. In partnership with a local translator, a children's book translated in the local Paiute language was published. Data collection was also completed for a forthcoming Equity Action Plan.

Work to improve childcare continued, by developing a local policy platform highlighting the need for advocacy with the goal of allocating local, state, and federal funding for higher provider pay and lower costs for families. Collaboration with childcare providers also continued to sustain and build high-quality settings to promote school readiness with funding from First 5 California's IMPACT Legacy, the Department of Social Services Quality County California Block Grant, and the California Department of Education's California State Preschool Block Grant.

#### Monterey

First 5 Monterey County's systems change work focuses on building connections among system partners, addressing key and challenging topics, and shifting from isolated efforts to collaborative and integrated approaches. In FY 2023–24, we supported more than 17,000 parents, caregivers, and providers. Our direct services provide comprehensive support to families as early as possible, with 73% of children served under the age of three. Our partners support those historically underserved by systems of care and support; for example, approximately 40% of children served speak an Indigenous language at home, while 30% speak Spanish and 99% are enrolled in Medi-Cal. We also implement the Infant-Family Early Childhood Mental Health Training Series, building the capacity of providers offering mental health support to families experiencing intergenerational trauma.



Focusing on healing acknowledges that structural and historical inequities have long-term effects on mental health, particularly for communities that have faced systemic discrimination. We aim to change internal practices and influence broader systems around race, equity, diversity, and inclusion, fostering a more equitable environment. We also sponsor the Central Coast Early Childhood Advocacy Network to provide platforms for families to share their experiences, inform policy, and drive change from the ground up. This model ensures that services are responsive to immediate needs and align with broader systemic change goals. Due to the recent, drastic decline of Proposition 10 revenue

that has significantly impacted our direct service and systems change efforts, we seek to secure long-term funding for our services. For example, we are working to become a hub for Community Health Worker and Enhanced Care Management funding under Medi-Cal. In the meantime, we continue to make hard choices about community investments while seeking additional revenue streams to ensure the well-being of our children, families, and providers.

# Napa

In 2023–24 First 5 Napa County issued Community Advocacy and Capacity Building Grants. Through the grants and partnership of our awarded organizations, we were able to support 253 unique children, five years old and under, and 302 primary caregivers. One grantee highlight is the Children's Museum of Napa Valley, who used the funding to support the creation of a children's museum style permanent pop-up in Napa County's Health & Human Services, Self Sufficiency office. When asked about how the project may have built capacity, program staff indicated that the pop-up shows caregivers what is possible and may lead to them using the ideas in other environments. "Having funding to get high-quality guided play where the families and the caregivers can see how educational and experiential play happens... they can see the difference. Then that grows into a conversation of how they can apply that either at home or at school or in those types of things."

# Nevada

This year, First 5 Nevada County had several highlights, both with internal/operational activities and with our external funded partners. The First 5 Nevada County Commission revised and approved a new Strategic Plan for the period of 2024–2030, released a community-wide Request for Applications, and awarded funding to eight organizations who serve families with children ages 0–5 and community service providers. The recent, drastic decline of Proposition 10 revenue has had a significant impact to our community services, staffing, and systems change efforts. We continue to make hard choices about community investments while seeking additional revenue streams to ensure the well-being of our children, families, and providers. As a result of the decline of Proposition 10 revenue, First 5 Nevada County made the decision to reduce the amount of funding available for community-based programs by about 20%. This led to fewer programs receiving grant awards, and those that did receive awards receiving less than they applied for.

Even with declining funds, First 5 Nevada County's funded partners continue to work diligently to meet the needs of families with children ages 0–5. Programs continue to find creative solutions to serving families and meeting their unique needs. Local family resource centers have adopted a "mobile" model, meeting families in parks, libraries, churches, and coffee shops to share positive parenting information, concrete supports (such as diapers and laundry vouchers), and bilingual support in accessing additional services. Across the county, the Promotora model continues to give staff the opportunity to connect individually with families and break down language barriers. Home visiting in Nevada County continues to grow, with funded partners conducting outreach in partnership with local hospitals, pediatricians, and prenatal care providers. Across the county, all First 5 Nevada County partners continue to promote the importance of early literacy.

# Orange

- CalWORKs: In FY 2023–24, First 5 Orange County was awarded \$8 million to implement CalWORKs Home Visiting Program Services. The contract will allow First 5 Orange County to receive referrals from Social Services Agency for CalWORKs eligible families and continue to leverage existing subcontracted service providers, Children's Bureau and The Priority Center, and add four additional home visiting providers who bring increased cultural competencies to the team.
- Kid Builders: Provides free activities for parents to help build children's developmental skills. In FY 2023–24, there were 29 Kid Builders events held with more than 5,700 participants. In addition, First 5 Orange County received \$100,000 from PNC Bank to support community events.

- Community Health Workers: First 5 Orange County is working to maximize the Community Health Workers benefit to address Orange County's gap in services for about 10,000 pregnant and post-birth families. We supported five individuals to become certified as Community Health Workers, who are now working in our prenatal and Engaged Neighborhood programs to support families. They are also helping to pilot billing Medi-Cal for these services to support long-term sustainability. Our Managed Care Plan awarded F5OC \$100,000 to participate in their Community Health Worker Learning Academy, which is providing an in-depth understanding of the organizational and technological capacity needed to effectively support Community Health Worker services.
- HealthySteps: The HealthySteps model supports families to ensure their children receive well-child visits, developmental screening, and dyadic behavioral health support. We supported the implementation of HealthySteps in five clinics and received \$1.88 million from our Managed Care Plan to expand to 10 additional clinic sites. The five initial HealthySteps sites serve about 7,000 young children, with an additional 8,000 children to be served through the new sites. Funding from our Managed Care Plan helps offset First 5 Orange County's costs as we absorb upfront expenses until the clinics can fully implement a sustainable HealthySteps program.

#### Placer

First 5 Placer focused much effort on sustainability of services supporting early child development. One-third of First 5 Placer's investments are funded by sources other than tobacco taxes. With the shift toward collaborative grant making and increasing efforts on systems and sustainability, First 5 Placer has been able to offset declining tax revenue by acting as lead on collaborative grant applications. First 5 Placer was the lead on a Road to Resilience Grant through the Office of Child Abuse Prevention, providing home visiting and wrap services to mothers at risk for substance abuse who are pregnant or parenting infants. First 5 Placer worked with the County to provide home visiting to CalWORKS participants and leveraged First 5 California Home Visiting dollars to build a system of CalAIM providers who serve families through relevant modalities. It partnered with WIC on the Dolly Parton's Imagination Library. Refugee families in Placer, Yolo and Sutter also benefitted from a collaborative application from First 5 California.

First 5 Placer Partner Network services saw continued advancement of the Commission's equity commitment and rebound of outcomes to pre-pandemic levels. First 5 Placer funded services reached priority populations; 51 percent of children served were from historically underserved racial and ethnic communities. The percentage of children who visited the dentist was above pre-pandemic rates. 97 percent of parents reported that their child had been to the doctor in the last year for a routine visit - approaching pre-pandemic rates. 78 percent received early prenatal care during their first trimester, an increase compared to the rates of previous years. Dolly Parton's Imagination library enrolments increased 4-fold from 1,030 per month last year to 4,300 this year. In Early Literacy indicators, data showed greater positive changes among Latino community families compared to others and also for parents with education levels high school and below.

#### Plumas

First 5 Plumas' mission is to cultivate safe, nurturing, healthy environments for children, prenatal to age 5, and their families through inclusive and accessible services and support. First 5 Plumas supports home visiting programs that provide regular, voluntary home visits to expectant and new parents and offer guidance, risk assessment, and referrals to other services offered in the community. While home visits are the primary investments of the First 5 Plumas Commission, direct services that support home visits include group supports and county-wide family service navigation.

Highlights for FY 2023–24 include a total of 71 families that were provided with home visiting services with a total of 419 home visits. 45 children and 35 parent/caregivers were provided with 399 playgroup service contacts. The Fatherhood Engagement pilot program served 30 parents and 19 service providers with trainings, support groups, and one on one coaching. Imagination Library enrollments grew from 84 to 304 in 2023–24, delivering 2,549 books to Plumas County families.

First 5 Plumas Systems Improvement work included collaborating with county partners to improve oral health access, the Children's Council functioning, mental health services, and early intervention. First 5 Plumas convened an Inclusive Early Education Workgroup to address early intervention intake and referral and to support families, agencies, and community groups with inclusive early education. First 5 Plumas accomplishments also include completing a community needs assessment, coordinating resource mapping, hiring a Family Service Coordinator providing close-looped referrals, strategic planning for 2025–2030, and planning for the integration of Help Me Grow into Plumas County's 211 system.

# Riverside

First 5 Riverside County's investments promote an integrated system of prevention and early intervention services and coordinated care in diverse settings to meet individual families' needs. First 5's HealthySteps sites integrate HealthySteps Specialists in pediatric primary care teams to ensure universal screening of all families, provide referrals, and additional intensive services as needed. Coordinated care provided by HealthySteps Specialists improve engagement in preventive services and connection to community resources such as Home Visiting and other First 5 investments. HealthySteps sites partner with Help Me Grow IE to ensure families are connected to needed resources. Participating sites reached 10,000 children with 40% of children requiring referrals for early intervention (19%), mental health (21%), and other family services. First 5's engagement with Health Management Associates supports the integration of HealthySteps in managed care plans and supports participating agencies' plan for sustainability leveraging new Medi-Cal benefits such as dyadic care and the community health worker benefit.

# Sacramento

First 5 Sacramento received First 5 California funding to provide culturally responsive navigation services to newcomer refugee families. First 5 partnered with five trusted agencies in areas with high refugee populations. These agencies worked collaboratively to share resources, remove barriers to services, and support families' resettlement journey. Navigators' lived experience and shared language with participants contributed to the effectiveness of this culturally responsive support.

Participants included 447 refugee families with children under the age of six. Refugee Family Support provided basic needs, navigation services, mental health assessments/support, education workshops, language support, and housing vouchers. Participants were mostly from Afghanistan (98%) and spoke Dari (76%) or Pashto (21%).

At intake, worries about family outside the US (73%), employment (50%), and not having enough money for basic needs (43%) were "big problems;" 62% felt they had a support system and 56% knew who to contact for help with basic needs.

At follow-up, most participants felt Refugee Family Support helped them "somewhat" or "a lot" and improved their experiences and knowledge. Participants felt their ability to navigate life in the US (86%) and their knowledge of programs to contact for help with basic needs (84%) had gotten better.

Family highlight: An Refugee Family Support Specialist worked with a family within a few weeks of their arrival to the US. The family had more than a month before their DHA interview but needed immediate assistance with basic needs. The Specialist helped explain DHA benefits and interpreted documents to ensure they did not miss any appointments. RFS served as an intermediary to longer term support. For instance, the Family Resource Center provided a \$125 grocery gift card, baby essentials, and bilingual books. The family was connected to a Halal food program, the Infant Safe Sleep workshop, and a car seat workshop.

# San Benito

In FY 2023–24, First 5 San Benito and the Family Resiliency Center continued to provide services to children, families, and providers. Families received weekly distributions of food and essential supplies. Many families with young children took part in weekly Story Time, to improve bilingual language development and foster a love of reading. Multiple community events informed families of local services and resources, while children received developmental and health screenings. Families in need of additional support were referred for case management, parent education, and home visiting services. According to surveys completed by participants, families demonstrated improvement in their protective factors, including family functioning, knowledge of parenting and child development, positive parenting practices, access to social and concrete supports, and strengthened parent-child relationship. Their children also gained resilience, measured by an improved ability to stay calm when faced with a challenge.

First 5 San Benito also continued facilitating a multisector Resiliency Network, consisting of over 20 agencies and individuals. The Resiliency Network's objectives included: a) improving capacity of local agencies to provide high-quality, culturally sensitive, trauma-informed care; b) addressing complex problems by breaking down communication silos and promoting collaboration and alignment within and across service sectors; and c) providing multiple entry points to the service system with warm handoffs and a collaborative treatment approach to limit fragmentation and promote continuity of services. This fiscal year, the Resiliency Network and First 5 San Benito celebrated a major milestone by opening a Community Kitchen and Food Pantry. Moreover, the Collaboratory of San Benito, formed last year, made progress towards systems change initiatives, by holding listening sessions and a Community Connections and Capital campaign event, to raise funds and increase support for the planned Community Center.

#### San Bernardino

A major focus this fiscal year for First 5 San Bernardino has been Home Visiting System Building. Toward this direction, First 5 San Bernardino has started working with Health Management Associates, Inc., an independent consulting firm that supports and advises healthcare and social service providers, policymakers, and other stakeholders. The mission of Health Management Associates, Inc. is to improve the health and well-being of individuals and communities by making publicly funded healthcare, and the social services that support healthcare, more accessible, equitable, and effective. Health Management Associates, Inc. seeks to develop a strategy that advances the rates of engagement in prevention and early intervention services, and address barriers to care, particularly given challenges in remote communities in San Bernardino. This work will result in a prioritized set of recommended strategies for First 5 San Bernardino, intended to impact and improve the quality of pediatric care for families.

California Association for Infant Mental Health (CalAIMH) is a statewide non-profit membershipbased organization that advocates for the needs of all children, 0–5, in California. CalAIMH's primary function is promoting professional development in relationally informed practices, infant and early childhood mental health, reflective practices, integrating neuro-biological science, transdisciplinary collaboration, and interaction of infant mental health core principles.

CalAIMH hosted a two-day conference, co-sponsored by First 5 San Bernardino, "Sharing Joy, Where Passion and Meaningful Relationships Take Flight," on October 27 – 28, 2023, in Ontario, CA. The conference welcomed multidisciplinary professionals working with children 0–5 and their parents who aspire to be informed, enhance professional development, and increase competency. The vision, purpose, and mission of CalAIMH align well with the Commission's current strategic plan of systems role as collaborator, connector, convenor, and funder.

#### San Diego

First 5 San Diego providers continued to offer both in-person and virtual services during FY 2023–24, a practice that developed out of necessity during the COVID pandemic. First 5 San Diego providers value the ongoing flexibility to meet families where they are at by connecting with them via office visits, home visits, phone calls, text messages, and video appointments. With a goal of reaching a broad cross section of the San Diego community, First 5 San Diego's Talk, Read, Sing media campaign promoted early childhood literacy and encouraged parents and caregivers to talk, read, sing, and be active with their children. This campaign achieved more than 80 million gross impressions during FY 2023–24.

First 5 San Diego supported targeted populations through various pilot programs. Through funding from First 5 California, we implemented the Shared Services Alliance pilot to enhance business sustainability practices for Family Child Care providers, and also received funding for the Refugee Family Services program to connect refugees with organizations to help with socio-cultural adjustment and care coordination.

Over the past few years, First 5 San Diego providers have been challenged by stagnant funding levels, increased costs, and staffing and workforce recruitment and retention issues. Providers also started seeing a higher volume and higher level of need in the children and families that come to them.

In the coming Fiscal Year and beyond, First 5 San Diego will be experiencing a drastic decline of Proposition 10 revenue that will result in a significant impact to our community services, staffing and systems change efforts. We will see reductions in all areas of investments with the greatest reductions to our local San Diego Quality Preschool Initiative, First 5 First Steps home visiting and Healthy Development Services programs.

#### San Francisco

In FY 2023–24, the San Francisco Department of Early Childhood, which operates First 5 San Francisco and is entering its third year of existence, oversaw continued recovery of the county's early childhood systems of care from massive disruptions caused by the COVID-19 pandemic. Participation in funded early care and education programs, early educator workforce compensation programs, family resource centers, and developmental screening rose for the third straight year. New initiatives launched last year continued to expand, including accelerated adoption of the Sparkler mobile developmental screening app, and greater participation in wage and stipend enhancements that increased teacher compensation by as much as 47% in Quality Counts California sites.

Recently, our county has seen a remarkable turnaround in children's kindergarten readiness. Since 2007, First 5 San Francisco has monitored the academic, social, emotional, and physical well-being of children entering the San Francisco Unified School District. From 2017 through 2021, the overall proportion of children meeting readiness standards declined each year from 66% to 58%. This pattern held across racial/ethnic groups and children with special needs. However, in FY 2022–23 and FY 2023–24 there was unexpected improvement. Scores returned to 66% readiness overall, and across all subgroups, without changes to the tool, its administration, or assessment rates. This trend appears counter to trends in the region and nationally post-pandemic. A leading hypothesis behind these results for First 5 San Francisco is that local "hold harmless" funding policies and emergency grants to sustain early childhood programs, as well as new investments in early educator compensation combined with lower numbers of children and families, have created conditions for more caring, individualized, and intensive relationships and programming, leading to improved outcomes. These findings will be more deeply explored with partners in the year ahead.

# San Joaquin

First 5 San Joaquin's investments during the fiscal year delivered substantial outcomes in promoting community health, resilience, and family stability. A key accomplishment was First 5 San Joaquin TEETH's involvement in the San Joaquin County Oral Health Strategic Plan, which emphasized expanding oral health education and integration in early childhood programs. Through a collaboration with the San Joaquin Dental Society, First 5 San Joaquin TEETH assisted with the annual Give Kids a Smile Day event, which provides pro-bono dental treatment to the underserved and under-insured children in the county. As part of its ongoing efforts to reach underserved populations, First 5 San Joaquin TEETH distributed oral health toolkits and educational materials to local families.

Another highlight was the second annual Home Visiting Workforce Summit. The summit brought together over 180 home visitors from 45 agencies, and representatives from seven regional partner counties, to offer professional development opportunities through workshops on mindfulness practices, navigating professional boundaries, and supporting families with children who have special needs. The event also featured a father engagement panel that highlighted the importance of father involvement in early childhood development. This summit demonstrated First 5 San Joaquin's ongoing commitment to workforce development and empowering home visitors to deliver higher quality support to families.

Another highlight was the expansion of the HousingWORKs program to provide Rapid Re-Housing and Preventative Services. This year HousingWORKs served 288 families in underserved areas of the county. Services included tailored case management, housing navigation, individualized financial assistance, and collaboration with landlords and property managers to enhance housing stability. The program's expansion has strengthened the local housing support system, helping more families secure safe and stable housing, and building pathways to longterm well-being.

## San Luis Obispo

First 5 San Luis Obispo County hosted community conversations and engaged Commissioners to craft a new Strategic Plan for FY 2024-2028, with an emphasis on systems building. The plan was guided by a Theory of Change Framework that helped to identify three high priority areas for our attention and investment: Early Health Foundations; Parent Engagement, Connection & Education; and Early Learning & Child Care. REDI continues to inform all of our work and community partnerships. One programmatic example this year was a professional development workshop hosted through the First 5 Health Access Training Project, "Promoting Resiliency for Immigrant Families" that attracted 119 attendees, representing 30+ agencies, included a resource fair and future workshop opportunities. Over the last four years, First 5 San Luis Obispo County has funded development of the First 5 San Luis Obispo County Home Visiting Collaborative –an initiative to build cross-agency coordination and professional development.



A highlight of the Collaborative this year was the San Luis Obispo Thrive Symposium. The program featured Dr. Donna Beegle, who shared her personal and professional journey to inform more than 100 home visitors and family advocates on poverty's impact on maternal, infant, and early adolescent health. Participants gained insights into the experiences of families living in financial crises and reflected on how their own backgrounds influence communication and relationships. First 5 San Luis Obispo County continues to be the fiscal lead for regional IMPACT Legacy work to advance early learning and care systems across San Luis Obispo, Santa Barbara and Ventura Counties, through their respective Offices of Education.

We also marked the culmination of our Shared Services Alliance pilot initiative, led by Community Action Partnership of San Luis Obispo County, which coordinated more than 80 events to help childcare businesses with coaching and capacity-building efforts such as automated software, access to affordable insurance, network building and peer support.

# San Mateo

During FY 2023–24, First 5 San Mateo County maintained its multi-faceted investments in programs supporting all aspects of a child's early years, including Quality Early Learning; Healthy Development; Resilient Families; and Policy, Advocacy, and Communications. Supported by \$4.3 million in community investments, our funded partners served over 12,000 children, parents, and providers. Highlights include:

 Baby Bonus Project: First 5 San Mateo County is a key partner in the design and implementation of Congresswoman Jackie Speier's initiative to pilot a program providing direct cash payments to families of newborns with incomes below the federal poverty line. Each family in the program will receive monthly payments for 36 months, from the baby's birth to their third birthday. Along with partners including our County Health System, Stanford University, Stanford Children's Health, and the Jackie Speier Foundation, this year we have designed a Randomized Controlled Trial to evaluate the project, developed service delivery and evaluation protocols, and secured much of the funding. We are on track to begin implementation in early 2025.

 Centering Parent Voices: This year we undertook a Human Centered Design project focused on putting families at the center of program planning and design. Based on disparities in rates of postpartum depression and a local need for more early childhood mental health resources, we invited Latino/a/e parents of children with mental or behavioral health challenges to share their experiences and program development ideas. After conducting many interviews and hosting meaning-making conversations with project participants, service providers, and First 5 San Mateo County staff, we are developing these parents' ideas into tools that will support systems navigation for families who need additional mental and behavioral health services for their children.

#### Santa Barbara

In FY 2023–24, First 5 Santa Barbara County invested in services for 9,000+ children and their families (~1,500 caregivers), and over 900 providers/professionals. Investment strategies included Early Learning Implementation Plans with school districts, Family Literacy & Support programs, and various systems-building efforts (including launching Help Me Grow Santa



Barbara County). One of the most notable achievements this year was the regional collaboration with First 5 San Luis Obispo and First 5 Ventura to support the home-visiting workforce through grant funds from First 5 California. This work aims to improve the home visiting ecosystem among regional programs, referring professionals, and the families they serve. Deliverables from the first year of the two-year grant include: a Home Visiting Executive Committee to guide decision-making throughout the grant cycle, a Home Visiting Training Needs Survey to inform strategies,

regional Brazelton Touchpoints Training to address professional development gaps, focus group data about local home visitor needs regarding referrals, a virtual Resource Hub for home visitors (<u>https://centralcoasthomevisitors.org/</u>) and the families they serve (<u>https://centralcoasthomevisitors.org/home-visiting-family-information/</u>), bilingual communications assets targeting healthcare providers and families, and the first of its kind 2024 Pediatric Health Summit for home visitors and medical providers across the tri-counties.

First 5 San Luis Obispo used local funds to bolster home visiting coordination with their Public Health Department partners while First 5 Ventura used funds to conduct a landscape analysis to better understand their local context and needs. In the second year of the grant, the group will work to address additional expressed gaps in professional development through collaboration with Start Early's virtual home visiting trainings, Train the Trainer opportunities with Brazelton Touchpoints, as well as local partners. First 5 Santa Clara County concluded a ten-month collaborative effort incorporating input from community partners, grantees, and families to formulate the 2024–2027 Strategic Plan. The plan outlines key focus areas, including connecting families to basic needs, strengthening the early childhood and home visiting workforce, engaging communities, and promoting diversity, equity and inclusion in our work.

Aligned with our strategic goals, we launched the Stronger Systems, Stronger Families Initiative to strengthen our network of neighborhood resource centers, address critical service gaps, and promote bold approaches to improve systems of care. The initiative aims to support families impacted by poverty, trauma, and systemic inequities.



We also launched our inaugural Family Child Care Leadership Conference for 150 providers. Attendees participated in workshops on licensing, housing rights, and Family Child Care Home Education Networks. In addition, forty participants (80%) of our Early Learning Apprenticeship program earned their Associate Teacher permit and 83% of them reported they will remain in the early childhood field. This two-year program provided participants with college coursework and valuable work experience, directly addressing a need for

skilled childcare professionals. Finally, we extended our partnership with the Children's Discovery Museum of San Jose to expand our statewide traveling exhibit, Potter the Otter: A Healthy Adventure, with one location reporting over 6,000 visitors during the three-month exhibition.

The ongoing decline of Proposition 10 revenue will continue to have a significant impact on our community services, staffing, and systems change efforts. We are making difficult choices about community investments while seeking additional revenue streams to ensure the well-being of our county's children, families, and providers.

# Santa Cruz

Triple P is an evidence-based parenting support system designed to strengthen families by promoting positive relationships, teach strategies for handling parenting challenges, and increase access to parenting information.

#### Highlights

- Assessment results show that families are making significant improvements in child behavior and emotional regulation, increased use of positive parenting styles, and improvements in parental emotional well-being and family relationships.
- Parents who begin the program with more serious issues demonstrate the greatest improvements.

#### Investments

- The California Dept. of Health Care Services awarded First 5 a grant for Round 1 of the Children & Youth Behavioral Health Initiative to: 1) Increase capacity to provide Triple P to populations most likely to experience access barriers and health disparities, 2) Improve equitable access to Triple P, 3) Strengthen positive parenting practices, and 4) Improve child emotional and behavioral challenges.
- Kaiser Permanente awarded First 5 a grant to enhance the county-wide Triple P system:

   Launch a new Triple P program designed for parents of children aged 6-14 with anxiety, and 2) Increase the availability of brief, targeted parenting support as an early intervention service offered through Federally Qualified Health Centers' HealthySteps programs, Family Resource Centers, and other partners.
- Central California Alliance for Health awarded First 5 a grant to enhance access to Triple P for Medi-Cal members with children aged 0–5, focusing on Spanish-speaking families.

First 5 participated in the Child, Youth, and Family Well-Being Cabinet that guided the development of the County's Comprehensive Prevention Plan for the Family First Prevention Services Program. First 5 was recognized as a resource currently providing prevention services and received funding to expand partners' capacity to provide Triple P. First 5 is expanding Triple P and its outreach to underserved populations.

# Shasta

First 5 Shasta received a CYBHI grant and has partnered with local agencies to provide Trauma-Informed services to children, their parents, and caregivers who have experienced trauma, including TF-CBT services, training, and parent support groups.

We continue to work with partner organizations around ACEs education, screening, and intervention to increase public awareness of the prevalence of ACEs, their long-term negative effects on individuals' health and their long-term costs to society.

Through support of Help Me Grow Shasta, F5S helped identify children with developmental delays. In FY 2023–24, Help Me Grow completed 772 developmental screenings (ASQ-3 and ASQ-SE), an increase of 26% over FY 2022–23. Help Me Grow provided case coordination services to over 2,200 children and families. To date, Help Me Grow has served over 4,000 children 0–5 and their families. The Help Me Grow collaborative presented the Champions for Children event for parents, caregivers, and children.

First 5 Shasta is using a grant from Practitioners' Voice CA to train a cohort of 15 participants in understanding leadership and advocacy in Early Childhood Education. Cohort members traveled to Sacramento to meet with state legislators and participate in Advocacy Day to advocate for policies that support early childhood development and ECE.

First 5 Shasta distributed 8,472 new, high-quality books to children, caregivers, and ECE providers.

First 5 Institute presented high-quality training and resources to more than 170 providers of services to children 0–5 and their families and more than 75 ECE providers. First 5 Institute sponsored 12 Smart Starts & Smart Lunches presenting topics such as Understanding Poverty, The Growing Brain, and Implicit Bias Training. First 5 Institute provides access to high-quality early literacy programs by funding community "Storytimes", which provide young children and their families access to early literacy material and an opportunity for social connections. First 5 Institute funded Storytime sites directly served 1,075 children ages 0–5.

#### Sierra

The FY 2023–24 marked the launch of the inaugural Home Visiting Program in Sierra County. Throughout this year, First 5 Sierra has been instrumental in supporting the program's early phases through strategic referrals and facilitating collaborative meetings with key stakeholders, including the Public Health Department, County Office of Education, Sierra Nevada Children's Services, High Sierras Family Resource Center, and various local communitybased organizations. These collaborative efforts have strengthened partnerships and fostered a community-oriented system of care. In addition, First 5 Sierra established a Home Visiting parent leadership group to assess families' current needs, ensuring



representation of the Hispanic community's perspectives in the decision-making process.



First 5 Sierra also played an active role as a partner in "TechWise Sierra," a county-wide initiative grounded in the Sierra County Comprehensive Prevention Plan. This initiative brings together numerous local agencies and departments, including the Sheriff's Office, Probation, the School District, the County Office of Education, Behavioral Health, Public Health, the Child Abuse Prevention Council, and Sierra Nevada Children's Services. Its goal is to educate parents and children about the potential dangers and adverse effects of technology while promoting responsible usage. The collaboration and partnerships formed through this initiative have been inspiring, demonstrating significant beneficial impacts on the

community.

First 5 Sierra County is committed to developing a comprehensive early learning and education system. To support this initiative, the agency provides preschool subsidies for children aged 3 to 5, assists with operational expenses for preschool providers, and invests in culturally enriching programs. First 5 Sierra has also established a robust quality improvement program to ensure childcare providers possess the necessary expertise.

# Siskiyou

Program Highlight Summary: Home Visitation Systems Coordination & Welcome Home Baby! The Siskiyou County Home Visitation Systems Coordination represents a significant systems change effort, aimed to strengthen early childhood development and family outcomes through home visitation services. The initiative focused on creating a regional professional development plan and improving internal communication among home visitors, increasing community awareness of available services and developing a referral system, to match families with services. This collaboration enhanced the region's ability to serve more families and laid the groundwork for a stronger, integrated early childhood continuum of care.

A standout home visitation program within this effort is the "Welcome Home Baby!" providing new parents with mental health and wellness supports and personalized guidance on newborn care, such as infant sleep, crying, feeding, and nutrition. Since last year, the program nearly doubled its reach, serving 31 families through 67 home-visits. As part of this program, 42% of mothers received postpartum depression screenings and subsequent referrals. The program showed high effectiveness in supporting breastfeeding, with 90% of mothers who exclusively breastfeed at hospital discharge continuing to breastfeed six months later. These services contributed to the life-changing impact of the program on the babies in its care. Among many examples is one infant who significantly benefitted from home visiting services by moving from a being at risk of failure to thrive to reaching a healthy 77th percentile.

Summary of Findings: The strong outcomes for maternal and infant health of "Welcome Home, Baby!" home visiting program under the Home Visitation Systems Coordination umbrella of system-level efforts demonstrate the exceptional leadership of First 5 Siskiyou in systems change, reflecting the effectiveness of a coordinated home visitation system in addressing both systemic needs and individualized family care.

# Solano

First 5 Solano authored the First 5 California Impact Brief, which highlighted the significant strides First 5 counties across have made in improving the lives of children and families across the state. Drawing on the Heckman Equation, the Brief is intended to show legislators the profound benefits of First 5's investments in early childhood systems and why this system must be sustained.

A former school campus was purchased with the intention of creating a Vallejo Early Learning Center. The County's the local Head Start provider will operate the site's programs. A Project Management Firm and General Contractor has been secured to oversee the site renovations. Additionally, a launch event was held in January 2024. The site has been named Rise Vallejo Early Education & Community Resource Center ("Rise Vallejo"), and a graphic designer created a logo and style guide for future marketing and communication purposes. This Center will operate multiple childcare sites developing up to 300 new childcare slots for children under 5 years old.

The First 5 Center in Vallejo, a model of family engagement and systems integration, celebrated its 4th birthday in February 2024. This center provides a wide range of services and activities to children and families in Solano County, including parenting classes using the Triple P model, developmental screenings, family support services with a food pantry, and various community activities. In FY 2023–24, the center met all its performance measures, including the engagement of nearly 1,500 individuals, connections for 304 families to community resources, and developmental screenings for more than 200 children to identify developmental or social-emotional challenges.

In partnership with the City of Fairfield, First 5 Solano is replicating its Vallejo First 5 Center to create a First 5 Center in Fairfield. Slated to open by the end of 2026, construction has not yet begun due to pending permits, but the project remains on track.

#### Sonoma

In FY 2023–24, staff completed the pilot phase of the Shared Services program, Alianza de Proveedoras de Cuidado de Niños Familiar. The first cohort graduated and the second has started. The program is specifically designed to meet the needs of newly licensed, monolingual Spanish-speaking Family Child Care providers. We provided a range of professional development training opportunities to our ECE community. 238 providers across 27 counties were engaged in 37 events, with a combined total of 1,782.5 professional development hours completed by our ECE community. New Parent TLC (an MHSA INN project) successfully trained 141 childcare providers and cosmetologists to be connectors, able to recognize symptoms of parental depression, and connect families to resources. In follow-up with connectors, we found a gap in services with a lack of mono-lingual Spanish mental health services and have started working to increase access and available services. We established the bilingual Dolly Parton Imagination Library countywide, with a goal of reaching all 26,000 Sonoma County children 0–5.

We led a 21-county regional home visiting technical assistance collaboration to deepen the local First 5 relationships with their managed care plan. With this success, Partnership HealthPlan released a funding opportunity specifically for the 24 local First 5 Commissions in the PHC region to support First 5's becoming contracted CHW and/or Enhanced Case Management providers, working toward birth equity. We dispersed a combined \$3.2 million in ARPA funding between facilities grants to childcare providers, child savings accounts and guaranteed basic income through our pilot, Pathway to Income Equity. Although we still have not had to make significant cuts, due to the Commission's ability to leverage one-time ARPA funds and other public funding streams, First 5 Sonoma County's reserves are almost depleted, and we continue to focus sharply on sustainability.

## **S**tanislaus

It is the mission of First 5 Stanislaus to be a catalyst to help give children and families the best start. In FY 2023–24, First 5 Stanislaus funded partners delivered services to the community that allowed 15,932 children, families, and early care education providers to remain connected to their support systems and basic needs when they were most needed. First 5 Stanislaus and it partners distributed supplies to assist families, including 559 new parent kits, 4,881 books and over 52,800 diapers. First 5 Stanislaus funded partners fostered the children and families they serve thrive in their communities. The parents of 5,988 children received family support services through countywide Family Resource Centers or other programs. Ninety-four percent of pregnant and parenting women (167/177) reported less stress as a result of attending support group sessions during their pregnancy through their child's first year. During this fiscal year, our partnership with Imagination Library welcomed 528 new applicants, serving children aged 0–5 living in Stanislaus County. A total of 1,486 books were given out through Imagination Library in efforts to increase the time being spent at home reading with family. Ninety-six percent of caregivers surveyed (582/609) gained an increase in skills and knowledge from attending parent education classes.

# Tehama

In 2024, First 5 Tehama conducted a community survey to understand families' post-pandemic priorities. Participants ranked education to manage children's behavior as a higher priority than in 2020. Recognizing that this starts with managing adult emotions, First 5 focused the third annual Stressbusters Café on Culturally Responsive Self-Care. This event connected interagency and interdisciplinary professionals serving Tehama County's 0–5 families through hands-on engagement around the shared mission to enhance family resilience through protective factors. Participants who shared key takeaways appreciated collaborating with other agencies and emphasized the importance of self-care/self-awareness, strategies to regulate emotions, and understanding how self-care varies for everyone. One provider noted, "I need to put my own oxygen mask on first to help those around me." Impressively, 94% learned something new, particularly about the significance of self-care.

In its commitment to center family and provider voices to progress strategic plan goals, First 5 Tehama developed a community recommendation report, including insights from a quarterly focus group of nine diverse parents (i.e., moms, dads, bilingual/bicultural participants) and survey data from parents and providers across the county.

Key areas for growth included:

- Strengthening referral networks between community-based services and medical services, encompassing both physical and mental health.
- Providing additional pathways for social connections within existing strategies.

First 5 Tehama will continue to build on the recommendations and insights gained from the Home Visiting Coordination regional grant to establish strong networks between systems. This will create future opportunities for knowledge sharing to better serve families, particularly among those providing prenatal and perinatal care. First 5 Tehama also aims to expand referral networks across systems, incorporating multiple pathways.

# Trinity

The First 5 Trinity County Children and Families Commission invests in a variety of services aimed at supporting children prenatal through age five and their families. Primary investments include School Readiness, Trinity Smiles, and a Welcome Baby program. We also support two local swim programs to increase water safety awareness and practices as drownings are a leading cause of childhood injury within our community.

# Tulare

Over the past 25 years, First 5 Tulare County has served as a funder, partner, and convener. We are proud of our community and partnerships. In FY 2023-2024, all funded programs served 21,969 parents and children. Most recently our partnership with our local Health and Human Services agency for our Play Program, which focuses on home visitation for CalWORKs families has served 195 families. Utilizing the Parents as Teachers (PAT) model eight Family Resource Centers throughout Tulare County (Cutler Orosi, Lindsay, Dinuba, Goshen, Porterville, Visalia, Tulare, and Woodlake) served 222 children. 94% of families demonstrated stressors.

Through our partnership our program has been able to increase positive outcomes and provide early detection and identification for families throughout our county. The families were provided in depth support via 1,801 personal visits, 85 group connections, and 86% of children 19-35 months old were up to date on immunizations. Children received developmental screenings of which 43% were identified of a potential delay/concerns (developmental, social emotional, hearing, vision, or physical health). This program has demonstrated success in collaborations and linking families to much needed services.

# Tuolumne

First 5 Tuolumne County provides leadership and support for programs to achieve the vision that all children are thriving and ready to learn. First 5 Tuolumne invested \$628,583 in the FY 2023–24, providing services to roughly 2,550 young children, parents, and providers.

 Family Functioning: Data collected by our home visitors reflected that 28% of our highestrisk families receiving In-Home Parenting Supports were able to make significant progress on their parenting goals by increasing their positive behaviors with their children. Additionally, home visitors observed that 50% of parents were never observed helping their child identify their feelings, which highlights the need for continued targeted and intensive parenting support.

- Improved Child Health: 20 years of our Smile Keepers Oral Health program suggests that the comprehensive prevention approach has sustained a reduction in the incidence of active cavities in the pre-k population.
- Child Development: Tuolumne County invested \$219,000 to improve the quality of our early care and education providers and sites. This was done by investing in professional development stipends for providers who participate in continuing education and/or coaching.

Improved Systems of Care: We now have Help Me Grow in Tuolumne County and a partnership with Unite Us, in the effort to connect all family serving systems and get all children screened for developmental delays using the Ages and Stages Questionnaire. After 7 years of investing in the Imagination Library, we now have nearly 40% of our 0–5 children getting a book in the mail each month and have supplied 43,750 books to 1,850 children. Since we know 90% of a child's brain is developed by the age of 5, we encourage parents to talk, read, and sing to their children every day. We are confident that the Imagination Library supports caregivers in those vital interactions.

# Ventura

First 5 Ventura County's FY 2023–24 investments in the early childhood system supported the place-based Neighborhoods for Learning, providing Parent and Child Together classes and family support services; Help Me Grow; and systems integration, advocacy, and capacity building. Recognizing the negative impact of the pandemic on families with young children, First 5



Ventura County secured \$3.5 of the county's American Rescue Plan Act funding to expand Neighborhoods for Learning services and pilot a light-touch home visiting program Welcome Every Baby targeting pregnant moms and new parents. Neighborhoods for Learning services were expanded to incarcerated fathers ages 16 to 24 at the Ventura County Juvenile Justice facility, focusing on topics such as attachment and bonding, communication, child development and temperaments, and appropriate discipline. Welcome Every Baby advance maternal and child health

outcomes, promotes upstream prevention efforts, fills gaps in services, and provides referrals with Ventura County Public Health to triage families into the most appropriate home visiting services. First 5 California's Regional Home Visiting Technical Assistance grant facilitated efforts to further build and strengthen the home visiting system within the broader system of support for children and families. The home visiting evaluation design was informed by Managed Care Plan performance standards around maternal and child health outcomes, such as linkage with medical home, timely completion of postpartum and well-child visits, immunizations, screenings

and follow-up. Significant progress was made with the Commission's parent engagement strategy with the support of a consultant engaged to facilitate efforts to strengthen the partnership between Commission staff and parent leaders focused on relationship building, decision-making, and defining the role of parent leader, thereby culminating in the development of a Parent Leader Handbook.

# Yolo

First 5 Yolo deepened its focus on prevention and sustainability by coordinating multiple state and local funding streams, efficiently using resources to advance systems transformation. Key achievements included preparing to fully merge and sustain Welcome Baby and Road to Resilience, First 5 Yolo's largest systems transformation efforts aimed at high-risk perinatal families and including behavioral health and parenting supports. Given the steeper decline in Proposition 10, the work demands braiding multiple revenue streams to support sophisticated systems efforts like Welcome Baby, Road to Resilience, Help Me Grow, and others. The leveraging of both Prop 10 and other funding makes possible the critical efforts needed by families closest to risk, but it also creates uncertainties for the type of strategic systems building Proposition 10 envisioned. While celebrating the success of our partnerships, the fiscal complexity and administrative burden remain heavy and largely unfunded. Variability in eligibility, timing, and data reporting creates barriers for families, particularly those most in need of improved systems.

First 5 Yolo also broke new ground by achieving a reliable and sustainable funding source through Medi-Cal billing. Grounded in the proven maternal/child health impacts of Welcome Baby, Road to Resilience, and Help Me Grow, First 5 Yolo is now an enrolled provider, serving as Supervising Provider for the Community Health Worker Benefit and contracting under CalAIM. This significant change requires careful attention to legal, programmatic, data security, and fiscal systems. The ability to participate in CHW and CalAIM builds sustainability but also requires additional funding for capacity-building. To date, this effort has been funded by a patchwork of grants.

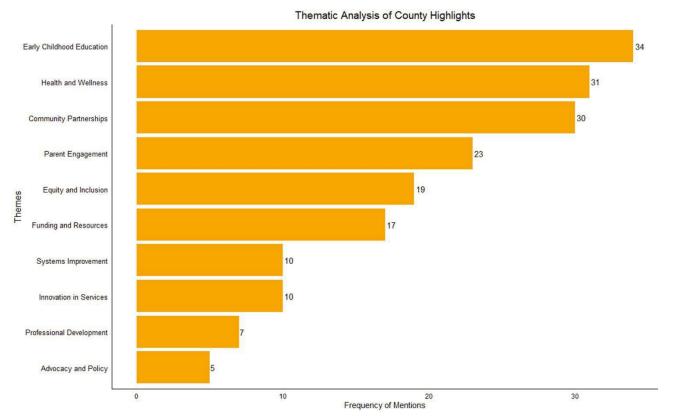
While the immense efforts of First 5 Yolo Commissioners, staff, and partners have protected meaningful impact for now, we look forward to a future of increased collaboration among state agencies in support of counties.

#### Yuba

This past fiscal year, First 5 Yuba launched a Parent-Centered Leadership Cohort to empower parents and grassroots leaders as advocates for their children and families. This initiative aimed to connect them with opportunities to exercise their leadership skills, sustain community programs, and enhance local advocacy efforts by centering parent voice. The Parent Ambassador Leadership Program officially kicked off in November 2023, in partnership with the Yuba County Family Resource Center. The cohort of parent leaders met bi-monthly, engaging in training on leadership and advocacy while developing essential skills to effect meaningful change for their families. Participants were provided with professional development opportunities, including training in evidence-informed Maternal Mental Health, online advocacy and leadership modules, and self-reflection exercises. They also attended a local Women's Day conference and Purpose Workshops facilitated by community-based organizations. With backbone support from First 5 the cohort, which officially adopted the name "Momigas," leads weekly moms walking group in one of our most underserved areas where they provide a space for connection, well-being and access to educational resources.

The recent, drastic decline of Proposition 10 revenue has had a significant impact to our local services, staffing, and systems change efforts. During this time the Momigas have been an invaluable asset as they continue to help drive local outreach, education, and advocacy on behalf of First 5. The success of this program combined with the significant commitment by local parents has underscored the need for ongoing leadership and advocacy development as well as continued services and programs. First 5 Yuba is committed to continuing this work, recognizing parent voice as a crucial element for driving change and enhancing programs and systems affecting children ages 0–5.





# First 5 County Highlights: Thematic Analysis of County Highlights, FY 2023-24

<sup>+</sup> The bar chart illustrates a thematic analysis of key themes identified in the county highlights during the reporting period 2023–24.

<sup>+</sup> Missing County Highlights from Sutter County.

# Table. Thematic Analysis of County Highlights: Themes and Descriptions

Themes	Descriptions
Early Childhood	Focus on early learning, school readiness, and child development
Education	programs.
Health and Wellness	Programs targeting mental health, physical health, nutrition, and wellness for children and families.
Community	Collaborations with schools, non-profits, and local organizations to
Partnerships	extend program reach and impact.
Parent Engagement	Initiatives to involve parents through workshops, training, and
	support groups to enhance caregiving skills.
<b>Equity and Inclusion</b>	Efforts to ensure programs are accessible and beneficial to diverse
	and underserved populations.
<b>Funding and Resources</b>	Allocation and management of financial resources, including grants
	and local tax revenues.
Systems Improvement	Enhancing service delivery through better processes, infrastructure,
	and coordinated care.
Innovation in Services	Introduction of new methods, tools, or programs to address
	community-specific challenges creatively.
Professional	Training and capacity building for staff and partners to improve
Development	program effectiveness.
Advocacy and Policy	Supporting policies and initiatives to address systemic issues
	affecting early childhood and family well-being.

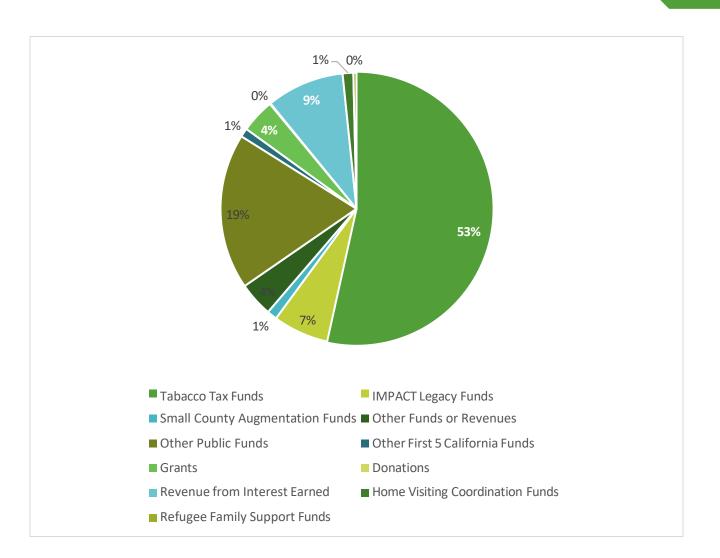


# Appendix A1: Revenues by Source, FY 2023–24

Tabacco Tax Funds <sup>1</sup>	\$ 236,011,821
IMPACT Legacy Funds <sup>2</sup>	\$ 29,210,670
Small Population County Funding Augmentation Funds <sup>3</sup>	\$ 5,286,729
Other Funds or Revenues <sup>4</sup>	\$ 18,111,720
Other Public Funds <sup>5</sup>	\$ 81,908,734
Other First 5 California Funds <sup>6</sup>	\$ 4,563,451
Grants <sup>7</sup>	\$ 17,805,287
Donations <sup>8</sup>	\$ 422,170
Revenue from Interest Earned <sup>9</sup>	\$ 40,854,306
Home Visiting Coordination Funds <sup>10</sup>	\$ 5,587,445
Refugee Family Support Funds <sup>11</sup>	\$ 1,664,723
Total Revenue	\$ 441,427,056

<sup>+</sup> Data includes all county commissions, except for Sutter.

- 1. Total Proposition 10 and Proposition 56 tobacco tax revenue
- 2. IMPACT Legacy consortia or regional hub funds received from First 5 California
- 3. SPCFA funds received from First 5 California
- 4. Other funds or revenues received, may include rental income or revenue from services provided.
- 5. Other federal, state, or public funds received
- 6. Other funds received from First 5 California
- 7. Grants received by the county commission
- 8. Donations received by the county commission
- 9. Interest earned in all Children and Families Trust Fund revenue accounts by the county commission
- 10. Home Visiting Coordination Funds received from First 5 California
- 11. Refugee Family Support Funds received from First 5 California



# Appendix A2: Number of Services and Expenditures by Result Area and Service Type, FY 2023–24

#### **Improved Family Resiliency**

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers & Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditures in Result Area (1)	Percent of Total Expenditures (1)
General Family Support	112,904	251,114	26,502	277,616	390,520	52%	31%	\$71,866,781	71%	19%
Intensive Family Support	9,703	14,180	799	14,979	24,682	3%	2%	\$25,258,201	25%	7%
Family Literacy and Book Programs	197,216	121,624	10,775	132,399	329,615	44%	26%	\$4,449,263	4%	1%
Total Improved Family Resiliency	319,823	386,918	38,076	424,994	744,817	100%	59%	\$101,574,245	100%	27%

# Improved Child Development

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers & Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditure s in Result Area (1)	Percent of Total Expenditures (1)
Quality Early Learning Supports	77,578	16,991	21,641	38,632	116,210	75%	9%	\$68,074,228	85%	18%
Early Learning Program Direct Costs	28,688	4,645	5,316	9,961	38,649	25%	3%	\$11,873,430	15%	3%
Total Improved Child Development	106,266	21,636	26,957	48,593	154,859	100%	12%	\$79,947,658	100%	21%

# Improved Child Health

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers & Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditure s in Result Area (1)	Percent of Total Expenditures (1)
General Health Education and Promotion	24,793	32,888	5,102	37,990	62,783	17%	5%	\$5,803,580	5%	2%
Oral Health Education and Treatment	36,032	18,665	326	18,991	55,023	15%	4%	\$3,996,838	4%	1%
Early Intervention	83,996	29,577	4,021	33,598	117,594	33%	9%	\$30,429,471	28%	8%
Perinatal and Early Childhood Home Visiting	38,243	52,177	1,030	53,207	91,450	25%	7%	\$60,446,596	57%	16%
Prenatal and Infant/Toddler Pediatric Support	19,691	13,143	1,587	14,730	34,421	10%	3%	\$6,226,698	6%	2%
Total Improved Child Health	202,755	146,450	12,066	158,516	361,271	100%	29%	\$106,903,183	100%	28%

# Improved Systems of Care

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers & Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditures in Result Area (1)	Percent of Total Expenditures (1)
Policy and Public Advocacy	-	-	-	-	-	-	-	\$30,521,346	33%	8%
Systems Building	-	-	-	-	-	-	-	\$62,281,860	66%	16%
Emergency and Disaster Relief	-	-	-	-	-	-	-	\$1,094,721	1%	0%
Total Improved Systems of Care	-	-	-	-	-	-	-	\$93,897,927	100%	25%
Grand Total								\$382,323,013		

<sup>+</sup> Data includes all county commissions, with the exception of Sutter.

(1) Totals may not equal 100 percent due to rounding.



# **Appendix B: Result Area and Service Type Definitions**

#### **Result Area: Improved Family Resiliency**

Providing parents, families, and communities with relevant, timely, and culturally appropriate information, education, services, and support.

#### **Family Literacy and Book Programs**

Programs promoting family literacy, parent-child book sharing, or book ownership for families with children ages 0–5. The Kit for New Parents may be included if these statewide efforts are locally modified to promote literacy. For example, adding a children's book, and information and registration link to Imagination Library to the Kits can be an effective way to distribute books and reinforce the importance of access to early literacy activities. Program models or initiatives include Dolly Parton's Imagination Library<sup>1</sup>, Kit for New Parents<sup>2</sup>, Little by Little<sup>3</sup>, Potter the Otter<sup>4</sup>, Raising a Reader<sup>5</sup>, Reach Out and Read<sup>6</sup>, and other Local Models.

#### **General Family Support**

Programs providing short-term, non-intensive instruction on general parenting topics, and/or support for basic family needs and related case management, including meals, groceries, clothing, and temporary or permanent housing acquisition assistance. General family support may include general playgroup programs that provide parents/caregivers with opportunities to engage, learn, and play with their children. Playgroups are structured, intentional opportunities for parents and/or caregivers and their young children to support the optimal development of the child, the social-emotional needs of the family, and increase social connectedness. General family support may also include referrals to family services such as Family Resource Centers (FRCs) and other community resources. Core Operating Support includes staff, facilities, materials, and other general operating costs associated with an organization's day-to-day functioning. Fatherhood programs and other operational and support for family support agencies and/or networks are included. In general, these programs are designed to provide less

<sup>&</sup>lt;sup>1</sup> The <u>imagination Library of California</u> gifts high quality, age-appropriate books every month to children from birth until the child turns five.

<sup>&</sup>lt;sup>2</sup> The <u>Kit for New Parents</u> provide free kit for new parents that includes parent guide, numbers touch-and-feel book, what to do when your child gets sick boo, and more. Kits are available in English, Spanish, Chinese, Korean, and Vietnamese.

<sup>&</sup>lt;sup>3</sup> The Little by Little Program is an evidence-based early literacy program for young children (ages 0–5) from families engaged in the WIC program.

<sup>&</sup>lt;sup>4</sup> The <u>Potter the Otter</u> is a free bilingual book that is a perfect reminder for children to drink water every day to stay hydrated and healthy.

<sup>&</sup>lt;sup>5</sup> The <u>Raising A Reader</u> program provides a way for children and their parents or caregivers to participate in a weekly rotating book bag program through early care and education settings.

<sup>&</sup>lt;sup>6</sup>The <u>Reach Out and Read</u> is a program that promotes early literacy and school readiness by integrating children's books and advice about the importance of reading aloud into pediatric care.

intense and shorter term ("lighter touch") support services and classes for families by paraprofessional staff (e.g., FRCs). Program models or initiatives include Abriendo Puertas<sup>7</sup>, Avance<sup>8</sup>, Core Operating Support<sup>9</sup>, Playgroups, Triple P<sup>10</sup> Levels 2-3, and Five Protective Factors<sup>11</sup>.

#### **Intensive Family Support**

Programs providing intensive and/or clinical services by a paraprofessional and/or professional, as well as one-to-one services in family support settings. Programs are generally evidence-based and designed to support at risk parents and families prenatally or with young children to increase knowledge and skills related to parenting and improved family resiliency (e.g., counseling, family therapy, parent-child interaction approaches, and long-term classes or groups). This also is the category for comprehensive and/or intensive services for special populations (i.e., homeless, teen parents, foster children, special needs). Program models or initiatives include Incredible Years<sup>12</sup>, Nurturing Parenting Program<sup>13</sup>, and Triple P<sup>14</sup> Levels 4-5.

# **Result Area: Improved Child Development**

Increasing the quality of and access to early learning and education for young children.

#### **Early Learning Program Direct Costs**

Early learning programs for children ages 0–5 years old may include preschool programs, kindergarten transition services, and early learning programs for all ages. Programs may include child related early literacy and Science, Technology, Engineering, and Math programs; programs for homeless children; migrant programs; and similar investments. Extra supports in early learning settings for homeless children, Federal Migrant or Tribal Child Care programs, and children receiving Alternative Payment vouchers for childcare should be included here. Program models or initiatives include Facility Grants, First 5-funded Preschool/Childcare Reimbursement, and Summer Bridge Programs.

<sup>&</sup>lt;sup>7</sup> The mission of <u>Abriendo Puertas/Opening Doors</u> is to honor and support parents as leaders of their families and their child's first and most influential teacher.

<sup>&</sup>lt;sup>8</sup> <u>AVANCE</u> walks alongside children and caregivers in primarily Latino communities to achieve social and economic justice.

<sup>&</sup>lt;sup>9</sup> <u>Core/General Operating Support</u> is defined by Hutton Parker Foundation as unrestricted funding enabling an organization to carry out its mission. Funding awards are intended to underwrite administrative infrastructure, support increased agency capacity, assist with strategic financial and organizational capacity and/or help maintain core programs and essential staff <sup>10</sup> <u>Triple P</u> gives parents simple and practical strategies to help them build strong, healthy relationships, confidently manage their children's behavior and prevent problems developing

<sup>&</sup>lt;sup>11</sup> The <u>five protective factors</u> at the foundation of Strengthening Families are characteristics that have been shown to make positive outcomes more likely for young children and their families, and to reduce the likelihood of child abuse and neglect. <sup>12</sup> <u>The Incredible Years</u> offers a variety of evidence-based early intervention programs for parents, teachers, early childhood educators, counselors, and other professionals who work with children ages 0–12

<sup>&</sup>lt;sup>13</sup> <u>The Nurturing Parenting</u><sup>®</sup> Programs are a family-centered trauma-informed initiative designed to build Nurturing Parenting<sup>®</sup> skills as an alternative to abusive and neglecting parenting and child-rearing practices.

<sup>&</sup>lt;sup>14</sup> <u>Triple P</u> gives parents simple and practical strategies to help them build strong, healthy relationships, confidently manage their children's behavior and prevent problems developing

#### **Quality Early Learning Supports**

Programs designed to enhance early learning programs such as professional development for early educators, or implementation and integration of services. This service category may include quality and improvement system investments as part of IMPACT investments and Quality Counts California. This service category covers early learning and care (ELC) settings work, most commonly by licensed care providers, but is also inclusive of alternative settings such as Family Resource Centers; Family, Friend, and Neighbor Care; Boys and Girls Clubs; and libraries. This service category may include interagency collaboration, quality improvement supports, support services to diverse populations, and database management and development. Program models or initiatives include Quality Counts California.

# **Result Area: Improved Child Health**

Promoting optimal health through identification, treatment, and elimination of the risks that threaten children's health and lead to developmental delays and disabilities in young children.

#### **Early Intervention**

Programs providing screening, assessment, and diagnostic services, including referrals or followup to needed services. Programs including early intervention or intensive services to children with disabilities and other special needs, or at-risk for special needs, should be included here. May include strategies targeting language and communication skills, social and emotional development, developmental delays, and related parent education. Developmental playgroups are specifically intended for children who have been identified as at-risk for developmental delays. Additionally, the playgroup staff are trained to support each child's specific early intervention goals. Mental Health Consultations in early learning and care (ELC) settings are included here. Program models or initiatives include Care Coordination and Linkage, Developmental Playgroups and Mild-to-Moderate Supports.

#### **General Health Education and Promotion**

Programs promoting children's healthy development, including nutrition, fitness, access to insurance (health, dental, vision) and health services. Programs also may focus on increased awareness of information about child safety seats, fire, safe sleep, and substances education (drugs, alcohol, tobacco). Program models or initiatives include Nutrition/Breastfeeding, Safety Education, and Smoking or Tobacco Cessation.

#### **Oral Health Education and Treatment**

Programs providing an array of services including dental screening, assessment, cleaning and preventive care, treatment, fluoride varnish, and parent education on the importance of oral health care. Category may include provider training and care coordination of services. Program models or initiatives are Local Models.

#### Perinatal and Early Childhood Home Visiting

Home visiting is the primary service delivery strategy for inter-generational family-centered supports. Home visiting services are provided in the home by qualified professionals with parents, prenatally and/or with children birth to age three. These voluntary programs tailor services to meet the needs of individual families and offer information, guidance, and support directly in the home environment. While home visiting programs vary in goals and content of services, in general, they combine parenting and health care education, early intervention, and early learning supports for young children and their families. Their visits focus on linking pregnant women with prenatal care, promoting strong parent-child attachment, and coaching parents on learning activities that foster their child's development and supporting families during the pivotal window of pregnancy through early childhood. Program models or initiatives include Early Head Start<sup>15</sup>, Healthy Families America<sup>16</sup>, Healthy Steps<sup>17</sup>, Home Instruction for Parents of Preschool Youngsters(HIPPY)<sup>18</sup>, Nurse Family Partnership (NFP)<sup>19</sup>, Parents as Teachers<sup>20</sup>, Welcome Baby<sup>21</sup>, and other Local Models.

#### Prenatal and Infant/Toddler Pediatric Support

Out-of-home programs include prenatal care and follow-up for healthy development-related services during the first three years of a child's life. These programs are designed to improve the health and well-being of women during and after pregnancy, and the infant or young child by a paraprofessional and/ or professional outside of the family home, including, but not limited, to pediatric or clinical environments. Programs may provide comprehensive support, including parenting education, health information, developmental assessments, providing referrals, and promoting early learning. Program models or initiatives include Developmental Understanding and Legal Collaboration for Everyone (DULCE)<sup>22</sup>, Healthy Steps, and other Local Models.

<sup>&</sup>lt;sup>15</sup> Early Head Start is a federally funded program that provides services for infants, toddlers, and pregnant women from lowincome families.

<sup>&</sup>lt;sup>16</sup> <u>Healthy Families America (HFA)</u> works with pregnant and parenting families of children prenatally up to age 5.

<sup>&</sup>lt;sup>17</sup> <u>HealthySteps</u> program provides early childhood development support to families where they are most likely to access itpediatric primary care office.

<sup>&</sup>lt;sup>18</sup> Home Instruction for parents of Preschool Youngsters (HIPPY) aims to support parents and caregivers as their children's first teacher.

<sup>&</sup>lt;sup>19</sup> <u>Nurse Family Partnership (NFP)</u> is designed for low-income pregnant people and their children and focuses on first-time parents.

<sup>&</sup>lt;sup>20</sup> <u>Parents as Teachers</u> is a voluntary early childhood development program offering research-based curricula that help families raise children to be healthy, safe, and learning.

<sup>&</sup>lt;sup>21</sup> <u>Welcome Baby</u> is a voluntary, universal hospital-and home-based intervention for families who are expecting or have recently given birth.

<sup>&</sup>lt;sup>22</sup> <u>DULCE</u> is an innovative approach based in the pediatric care setting that proactively addresses social determinants of health, promotes the healthy development of infants, and provides support to their parents, all during the precious and critical first six months of life.

#### **Result Area: Improved Systems of Care**

Implementing integrated, comprehensive, inclusive, and culturally and linguistically appropriate services to achieve improvements in one or more of the other Result Areas.

#### **Emergency and Disaster Relief**

Unplanned expenditures made in response to a community disruption resulting from local, regional, or statewide events such as fires, earthquakes, floods, widespread illness (epidemic, pandemic), or riots. Direct materials or support may include addressing immediate needs of individuals or communities for items such as diapers, clothing, food, shelter, transportation, childcare, and lost wages. Also includes coalition building funding used in concert with other philanthropic, government, and business partners to support broader emergency response systems efforts. Program models or initiatives for material support and coalition building.

#### **Policy and Public Advocacy**

Services include community awareness, public outreach and education on issues related to children ages 0–5 years old and their families. This also includes work focused on policy change, work with local and statewide stakeholders, Town Halls, policy development, and related efforts. Program models or initiatives to address resilient families and communities, child health, early learning, and revenue Sustainability.

#### **Systems Building**

Efforts to improve service quality, connections between programs, infrastructure support, and professional development. This category includes activities such as strategic planning, business planning, grant writing workshops, sustainability workshops, and assistance in planning and promoting large community conferences or forums. These improvement efforts should result in improved outcomes for children ages 0–5 years old. Improvements could be geared toward creating a well-trained workforce with shared professional standards and competencies, creating strong and effective linkages across system components, or leveraging funding to sustain the system of care. Database management and other cross-agency systems evaluation are also reported here. Program models or initiatives include Early Identification and Intervention (e.g., Help Me Grow<sup>23</sup>), Family Resiliency<sup>24</sup>, Health Systems, Place-Based<sup>25</sup>, and Trauma Informed Care/Adverse Childhood Experiences<sup>26</sup>.

<sup>&</sup>lt;sup>23</sup> <u>Help Me Grow</u> is a system of supports for pregnant women, caregivers with new babies, and families with young children with developmental delays and disabilities

<sup>&</sup>lt;sup>24</sup> <u>Family resilience</u> is the family's ability to maintain or resume effective functioning—including care of its members—following potentially traumatic events.

 <sup>&</sup>lt;sup>25</sup> <u>Place-based early identification and intervention</u> refers to services and support that help babies and toddlers (from birth to 3 years of age) with developmental delays or disabilities and their families

<sup>&</sup>lt;sup>26</sup> <u>Trauma-informed care</u> is an approach to healthcare delivery that recognizes and responds to the signs, symptoms, and risks of trauma to better support the health needs of patients who have experienced. <u>Adverse Childhood Experiences (ACEs)</u> and

### Appendix C: Demographics of Populations Served, FY 2023–24

	Individuals
Age Category	Served
Children Less Than 3 Years Old	213,455
Children from 3rd to 6th Birthday	202,353
Children—Ages Unknown (birth to 6th birthday)	186,533
Primary Caregivers	539,120
Providers	72,832
Total Children 0–5	602,341
Total Primary Caregivers	539,120
Total Children, Caregivers, and Providers	1,214,293

		Primary	
Language Category	Children 0–5	Caregivers	Total
English	259,996	205,228	465,224
Spanish	122,267	92,299	214,566
Cantonese	2,247	1,629	3,876
Mandarin	1,804	1,633	3,437
Vietnamese	4,716	47,448	52,164
Korean	180	245	425
Other - Specify with text box	20,034	14,299	34,333
Unknown	175,108	139,543	314,651
Total	586,352	502,324	1,088,676



Toxic stress. It is characterized by an understanding that problematic behaviors may need to be treated as a result of the ACEs or other traumatic experiences someone has had.

Race/Ethnicity Category	Children 0–5	% Distribution of Children 0–5	Primary Caregivers	% Distribution of Primary Caregivers	Total
Alaska Native/American Indian	4,170	0.7%	2,947	0.5%	7,117
Asian	33,857	5.6%	32,957	6.1%	66,814
Black/African-American	27,143	4.5%	18,001	3.3%	45,144
Hispanic/Latino	228,829	38.0%	193,194	35.8%	422,023
Middle Eastern or North African	301	0.0%	342	0.1%	643
Native Hawaiian or Other Pacific Islander	1,608	0.3%	931	0.2%	2,539
Two or more races	21,075	3.5%	11,862	2.2%	32,937
White	71,648	11.9%	52,867	9.8%	124,515
Other	213,681	35.5%	226,004	41.9%	439,685
Total	602,312	100.0%	539,105	100.0%	1,141,417

<sup>†</sup> Other-includes respondents who selected unknown or did not specify their race/ethnicity. This group may also include individuals who identify with a race or ethnicity not explicitly listed in the available categories, or those who opted not to disclose this information for personal reasons. Data regarding these responses is available upon request.



First 5 California 2023-24 Annual Report

## ANNUAL REPORT TO THE FIRST 5 CALIFORNIA COMMISSION

### **RESULTS OF AUDIT OVERSIGHT OF COUNTY COMMISSIONS**

For the Period of July 1, 2022, through June 30, 2023



## MALIA M. COHEN California State Controller

November 2024



MALIA M. COHEN CALIFORNIA STATE CONTROLLER

November 15, 2024

Ms. Jackie Thu-Huong Wong, Executive Director First 5 California Commission 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833

Dear Ms. Wong:

I am pleased to submit our annual report to the First 5 California Commission in accordance with Senate Bill 35 (Chapter 243, Statutes of 2005). The State Controller's Office oversight responsibility includes providing audit guidelines, reviewing county commissions' annual audit reports for compliance with applicable auditing standards and guidelines, and following up on findings contained in the audit reports to ensure compliance with policies and practices specified in the California Health and Safety Code.

This report summarizes the results of our review and certification of the independent annual audits of the First 5 county commissions submitted for fiscal year 2022-23. Additionally, this report summarizes our review of the audit findings disclosed in the independent annual auditor's reports on the First 5 county commissions and our follow-up on the status of the corrective actions.

I hope that our report will be useful to you in assessing the county commissions' activities and compiling your annual report to the California State Legislature. Please direct any comments regarding the content of the report to Joel James, Chief of the Controller's Financial Audits Bureau, at jjames@sco.ca.gov or 916-323-1573. Thank you.

Sincerely,

Original signed by

Kimberly A. Tarvin, CPA Chief, Division of Audits

KAT/ac

Ms. Jackie Thu-Huong Wong November 15, 2024 Page 2 of 2

Copy: Marcia Thomas, Director Fiscal Services Office First 5 California Commission

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### **Executive Summary**

The California Children and Families Act was created in 1998 by the passage of Proposition 10. The California Children and Families Act was amended in 2005, giving the State Controller's Office (SCO) oversight responsibility for audits of the First 5 county commissions. The objective of the amendment was to provide the First 5 California Commission with independently verified fiscal and state compliance information obtained from audits performed in accordance with applicable standards and requirements.

SCO oversight responsibilities include:

- Providing audit guidelines;
- Reviewing county commissions' annual audit reports for compliance with applicable auditing standards and guidelines; and
- Following up on findings contained in the audit reports to ensure compliance with policies and practices specified in the California Health and Safety Code.

SCO approves and makes substantive changes to the audit guide as necessary after consultation with an audit guide committee composed of representatives from the First 5 California Commission and county commissions. Our review of the county commissions' independent audit reports for fiscal year (FY) 2022-23 identified the following:

- Of the 58 independent audit reports, 29 (50%) independent auditors complied with audit guide requirements and/or audit standards. In comparison, compliance was 22% in FY 2021-22 and 91% in FY 2020-21.
- Of the 58 counties, 41 (71%) submitted the required audit reports by the November 1 deadline. In comparison, 60% of the audits in FY 2021-22 and 76% of the audits in FY 2020-21 were submitted by the deadline.

In addition to the observations we made during our review of the reports, the independent auditors identified a total of 16 audit findings at eight county commissions; 14 of the audit findings were categorized as internal control and two were categorized as state compliance. In comparison, seven of the FY 2021-22 audit reports contained a total of seven audit findings (six internal control and one state compliance), and seven of the FY 2020-21 audit reports

contained a total of eight audit findings (seven internal control and one state compliance).

We also noted that the independent auditor for one of the 58 county commissions issued qualified opinions on the local commissions' Governmental Activities.<sup>1</sup> The local commission did not comply with the Governmental Activities reporting requirements. During the review cycles for FY 2021-22 and FY 2020-21, the independent auditor for one local commission issued a qualified opinion.

For FY 2022-23, SCO did not recommend withholding funding allocations from any commission; our decision was based on our audit finding follow-up reviews of the corrective action plans, commission meeting minutes, other documentation, and a telephone conference with county commission personnel. See the Findings Reported by the Independent Auditors and the SCO Follow-up of Reported Audit Findings sections of this report for additional details.

<sup>&</sup>lt;sup>1</sup> The auditor expresses a qualified opinion when either: 1) the auditor, having obtained sufficient appropriate audit evidence, concludes that misstatements, individually or in the aggregate, are material but not pervasive to the financial statements; or 2) the auditor is unable to obtain sufficient appropriate audit evidence on which to base an opinion, but the auditor concludes that the possible effects on the financial statements of undetected misstatements, if any, could be material but not pervasive.

# Introduction

#### Overview

First 5 California distributes funds to local communities through the state's 58 counties, all of which have a local First 5 county commission. SCO's Division of Audits is responsible for performing the oversight activities for independent audits of the county commissions. The oversight activities consist of:

- Developing an audit guide based on the Health and Safety Code and applicable auditing standards;
- Verifying (via desk reviews and/or analysis) that independent audit reports, contracted for by the county commissions, complied with auditing standards and the audit guide; and
- Verifying county commission compliance with policies and practices specified in the Health and Safety Code by reviewing and following up on audit findings reported in the independent audits.

Health and Safety Code (HSC) section 130151 (added by Chapter 243, Statutes of 2005) requires SCO to issue guidelines for annual expanded audits.<sup>2</sup> As part of these expanded audits, independent auditors are required to review county commissions' compliance with policies and practices related to:

- Contracting and procurement
- Administrative costs
- Conflict of interest
- County ordinance(s)
- Long-range financial plans
- Financial condition of the commission
- Program evaluation
- Salaries and benefits policies

HSC section 130151 also requires that SCO:

• Determine, within six months of the state or county commission's response pursuant to subdivision 130151(d), whether the county commission has successfully implemented corrective action in response to the findings contained in its audit report;

<sup>&</sup>lt;sup>2</sup>Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act (the First 5 Audit Guide).

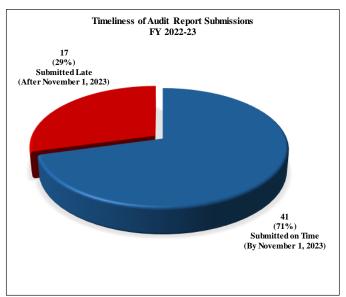
	<ul> <li>Recommend that the First 5 California Commission withhold funding allocations for county commissions unable to provide SCO with a viable plan to correct identified audit findings; and</li> <li>Submit to the First 5 California Commission, by November 1 of each year, a report summarizing the results of the reviews of the county commissions' audits for the preceding reporting cycle.</li> </ul>
Background	
First 5 Program	The California Children and Families Act authorized the First 5 program. The California Children and Families Act requires that the First 5 program be funded by surtaxes imposed on the sale and distribution of cigarettes and tobacco products. The California Children and Families Act further requires that the funds be deposited into the California Children and Families Trust Fund for the implementation of comprehensive early childhood and smoking-prevention programs.
SCO Oversight	Senate Bill 35 (Chapter 243, Statutes of 2005) requires SCO oversight and reporting on the independent audits of the First 5 county commissions. HSC section 130151(b) specifies the scope of the independent audits. In accordance with HSC section 130151(b), SCO along with a committee composed of representatives from the First 5 California Commission, county commissions, the Government Finance Officers Association, county auditor-controllers, and independent auditors developed the initial audit guide. This guide is updated as necessary by a committee composed of representatives from SCO, the First 5 California Commission, and the county commissions.
Independent Audit Report Requirements	HSC section 130151(c) requires the auditors for county commissions, or county commissions themselves, to submit an independent audit report to both SCO and the First 5 California Commission. Pursuant to HSC section 130150(a), the audit reports are due by November 1 of each year.

## **Results of Oversight Activities**

#### Audit Report Submissions

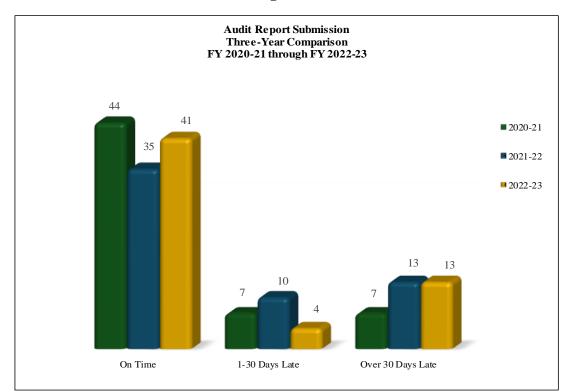
Independent auditors' reports for each county commission for the preceding fiscal year must be submitted to SCO by November 1 of the current fiscal year. As noted in Figure 1, for FY 2022-23, 41 of 58 (71%) county commission audit reports were submitted by the required deadline, while 17 (29%) were submitted after the required deadline. Of the 17 reports submitted after the required deadline, four (7%) were submitted within 30 days of the deadline, while the remaining 13 audit reports (22%) were submitted more than 30 days late.

Five of the 13 county commissions stated that their reports were more than 30 days late because they experienced delays in obtaining financial documentation required by Governmental Accounting Standards Board (GASB) Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, from the agencies that manage their pension benefits. Six of the 13 county commissions submitted their reports more than 30 days late because the local commissions experienced loss of key personnel and/or unforeseen issues with staffing. One county commission submitted its report more than 30 days late because it was forced to hire a new independent auditor due to a conflict of interest with the county external auditor; the county's new Director of Finance was a former employee of the previous external auditor. The remaining county commission submitted its report more than 30 days late due to extenuating issues related to fiscal-support transitions, loss of key staff, and budget negotiations.



#### Figure 1

Compared with the FY 2021-22 and FY 2020-21 audit review cycles, in FY 2022-23 there was an increase in audit reports submitted on time (41). During the FY 2021-22 review cycle, 35 audit reports were submitted on time. For the FY 2020-21 review cycle, 44 audit reports were submitted on time. For the FY 2022-23 review cycle, 13 audit reports were submitted more than 30 days late. See Figure 2 for comparative data on report submissions.





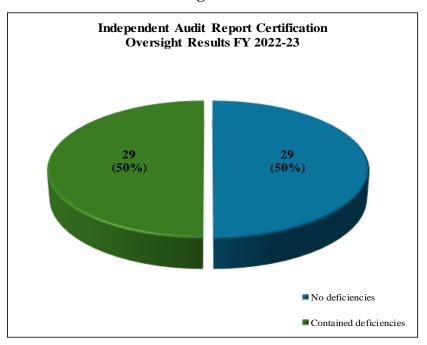
#### Audit Review and Certification Process

In accordance with HSC section 130151, SCO reviews and certifies the annual independent audit reports issued by the auditors for each county commission for compliance with applicable auditing standards and the audit guidelines set forth in *Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act* (the First 5 Audit Guide). This report summarizes the instances of noncompliance that we found within the independent auditors' reports.

To facilitate the consistent review and certification of each audit report, SCO created a comprehensive desk review checklist that details and categorizes the program requirements specified in the First 5 Audit Guide. The desk review checklist also includes the required components of an audit report based on auditing standards generally accepted in the United States and the standards applicable to financial audits set forth in *Government Auditing Standards*, issued by the Comptroller General of the United States. The desk review checklist is updated annually, in response to changes in auditing standards and program requirements.

#### Audit Report Deficiencies

A deficiency is an instance of an independent auditor's noncompliance with auditing standards and/or the First 5 Audit Guide issued by SCO. Independent auditors, not county commissions, are responsible for addressing deficiencies in their reports on the county commissions. Based on our desk reviews of the FY 2022-23 county commission audits, we found that 29 of the 58 independent audits (Figure 3) contained deficiencies. SCO notified each independent auditor and county commission in writing that the audit report required correction(s). The deficiency notification letters identified the deficiency or deficiencies noted during our review, and the criteria used to determine noncompliance.





Notable Audit Report Deficiencies As detailed in Figure 4, during our review and certification cycle, we identified 64 deficiencies in 29 audit reports with deficiencies. The majority of the deficiencies pertained to the Independent Auditor's Report, State Compliance Report, and the Government Auditing Standards Report. Specifically, the reports were not updated to reflect the significant changes that affect the content of reports, implemented by the American Institute of Certified Public Accountants. Deficiencies that we identified during our review are described in detail in the Appendix.

We also identified the following notable deficiencies:

- The Basic Financial Statements were not mathematically correct and/or they reported inconsistent account balances.
- The Notes to the Financial Statements did not include adequate disclosure for capital assets and depreciation and/or for other post-employment benefit plans, and/or they included erroneous information.
- The Audit Findings and Recommendations section included duplicate and erroneous information.

During this review cycle (FY 2022-23), we found 64 independent audit report deficiencies (see the Appendix for a description of the deficiencies by category). This represents a decrease from the prior year; there were 211 deficiencies in FY 2021-22. In FY 2020-21, we identified 12 deficiencies.

Of the 64 independent audit report deficiencies identified for FY 2022-23, 33 (52%) were related to non-implementation of the Statement of Auditing Standards Number 141, Amendment to the Effective Dates of Statement of Auditing Standards Numbers 134-140, issued by the American Institute of Certified Public Accountants. Thirteen of the 64 reports included deficiencies related to failure to update the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards with changes to the required report language. Nine of the 64 reports included deficiencies related to the Notes to the Financial Statements lacking sufficient disclosures in accordance with the requirements of Governmental Accounting Standards Board. Three deficiencies were related to Basic Financial Statements that were not calculated correctly or were not presented properly. Three of the 64 deficiencies were due to the Findings and Recommendations section lacking prior-year finding information and/or including duplicate or erroneous information. Two of the reports lacked the required schedule of the commission's defined-benefit Other Post-Employment Benefits plan contribution. The remaining deficiency was due to incorrect report dates in all of the auditor's reports included in the report package.

During this review cycle, SCO identified 10 independent audit reports that contained recurring deficiencies previously identified during the FY 2021-22 review cycle. For the FY 2021-22 review

Comparison of Independent Audit Report Deficiencies by Fiscal Year cycle, there were no recurring audit report deficiencies; for the FY 2020-21 review cycle, there was one recurring audit report deficiency.

Figure 4 provides a summary by category of independent audit report deficiencies for the current and previous reporting periods.

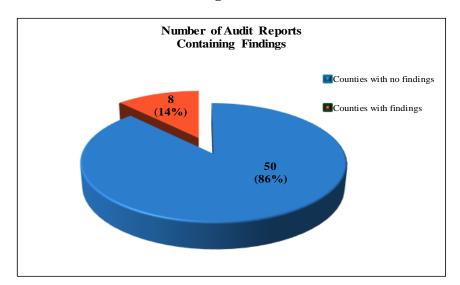
	Ν	umber of Occurrent	ces
Category	FY 2022-23	FY 2021-22	FY 2020-21
Independent Auditor's Report	23	30	3
Government Auditing Standards Report	13	55	1
Report on State Compliance	10	119	2
Notes to the Financial Statements	9	0	2
Required Supplementary Information	2	1	0
Basic Financial Statements	3	5	0
Findings and Recommendations Section	3	0	3
Other	1	1	1
Total	64	211	12

Figure 4

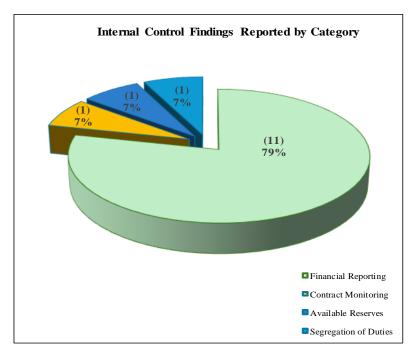
#### Findings Reported by the Independent Auditors

The independent auditors for eight of the 58 county commissions reported a total of 16 audit findings (Figure 5): 14 categorized as internal control, and two categorized as state compliance.

Figure 5



During the FY 2022-23 review cycle, we identified four functional areas in the 14 internal control findings, as summarized in Figure 6.



#### Figure 6

Breakdown of

**Reported Internal** 

**Control Findings** 

Eleven of the 14 internal control findings are in the financial reporting category, and one of the 14 is related to a recurring situation that is not readily corrected in one reporting cycle. Specifically, this finding addresses the county commission's reliance on its independent auditor to draft financial statements and/or accompanying notes to the financial statements.

Consistent with Clarified Statements on Auditing Standards, section AU-C 200.05, management has acknowledged responsibility for financial statements and accompanying notes. Therefore, when an independent auditor prepares (or significantly assists in preparing) these documents, it must be reported as an internal control finding under auditing standards applicable to FY 2022-23. This finding for the county commission's report indicates that the commission does not find it feasible to hire additional staff, or to hire an additional independent auditor to prepare financial statements and/or accompanying notes.

Based on our follow-up of this audit finding, our review of the corrective action plan included in the commission meeting minutes, and the county commission's response to the audit finding, the county commission has found it cost-prohibitive to hire staff or retain a public accountant to prepare the financial

statements. However, the county auditor-controller is assisting the county commission to prepare the financial statements and/or accompanying notes.

Our review of the county commission's board meeting minutes indicated that the county commission apprised its governing commission of attempts to take corrective action or implement mitigating procedures. This issue with the preparation of financial statements is not easily remedied due to a number of factors, including limited resources and options for smaller or remote county commissions. The repeat finding from FY 2021-22 is a result of the county commission's reliance on its auditor to prepare financial statements and accompanying notes.

For FY 2022-23, there were two state compliance findings. There was one state compliance finding for the FY 2020-21 and FY 2021-22 review cycles. Fiscal-year comparison by year is summarized in Figure 7.

Comparativ	ve Detail of Audit Fi	indings - State Co	ompliance
Audit Findings	FY 2022-23	FY 2021-22	FY 2020-2
Internal Control	2	0	0
Administrative costs	0	1	1

2

Figure 7

#### Qualified Opinion on Governmental Activities

**Total Findings** 

Breakdown of

**Reported** State

**Compliance** Findings

For FY 2022-23, the independent auditor for one of the 58 county commissions issued a qualified opinion on the local commission's Governmental Activities. Specifically, the local commission did not comply with the reporting requirements of GASB Statement No. 68, Accounting and Financial Reporting for Pensions. Except for the effects of that qualified opinion, the independent auditor for the local commission issued unmodified opinions on the basic financial statements and the respective financial positions of the local commission's governmental activities. The qualified opinions issued in FY 2021-22 and FY 2020-21 (one for each year) were also related to noncompliance with the reporting requirements of GASB Statement No. 68.

SCO Follow-up of	In addition to performing our desk review of the county
<b>Reported Audit</b>	commission audits, SCO is required to follow up on findings
Findings	

reported in the county commission audits. Specifically, HSC section 130151(e) contains the following requirement:

Within six months of the state or county commission's response pursuant to subdivision (d), the Controller shall determine whether a county commission has successfully corrected its practices in response to the findings contained in the audit report. The Controller may, after that determination, recommend to the state commission to withhold the allocation of money that the county commission would otherwise receive from the California Children and Families Trust Fund until the Controller determines that the county commission has a viable plan and the ability to correct the practices identified in the audit.

County commissions are required to submit responses to findings in their audit reports, pursuant to HSC section 130151(d) and *Government Auditing Standards* paragraphs 4.33 through 4.36. The SCO's audit finding follow-up is accomplished in three ways:

- Review of evidence that the county commission has adopted a corrective action plan and/or resolved any findings. Evidence reviewed includes commission minutes, signed commission meeting agenda item documentation, and commission-approved audit finding responses;
- Review of the subsequent financial and compliance audit report, issued after the fiscal year with reported findings. Audit standards require that the independent auditor or auditorcontroller determine the status of previously reported audit findings; and
- Onsite visits by SCO staff or telephone conferences between SCO staff and county commissions with audit findings.

The eight county commissions whose independent audit reports contained findings provided corrective action plans and other documentation to substantiate the resolution or progress toward resolution of their FY 2022-23 audit findings. Additionally, SCO performed follow-up of audit findings via telephone conference with five of the eight county commissions whose independent audit reports contained findings. Our follow-up resulted in a review of 63% of the total reported findings for the eight county commissions.

Based on our desk reviews of corrective action plans, commission meeting minutes, other documentation, and telephone conferences with county commissions to follow up on audit findings, SCO did not recommend withholding funding allocations from any commission.

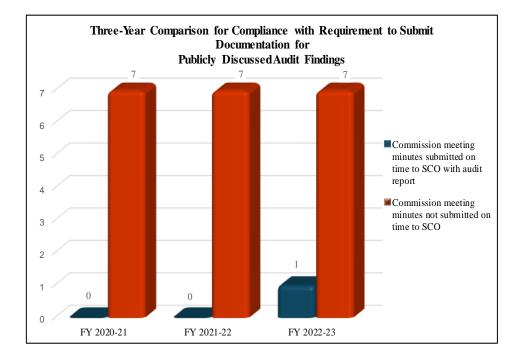
#### Compliance with Requirement for Public Discussion of Reported Audit Findings

The county commissions are required to discuss their audit findings in a public hearing, and submit to the Controller a response to the audit findings. Specifically, HSC section 130151(d) states, in part, that:

...each respective county commission shall schedule a public hearing within two months of receipt of the audit to discuss findings within the report and any response to the findings. Within two weeks of the public hearing, the state or county commission shall submit to the Controller a response to the audit findings.

In September 2009, SCO issued an advisory requesting that county commissions submit evidence (e.g., commission minutes and signed commission meeting agenda item documentation) of public discussion of audit findings and any related corrective action plans with their independent audit reports. However, for the last 16 review cycles, multiple county commissions failed to submit the required documentation until requested to do so by SCO.

For FY 2022-23, one of the eight county commissions whose independent audits contained findings submitted public discussionrelated documentation to SCO with their audit report (Figure 8). Upon request, the remaining seven county commissions submitted the required documentation. Based on our review of the documentation submitted, all eight county commissions with audit findings held public hearings discussing the findings and related corrective action plans as required by HSC section 130151(d).



#### Figure 8

### Appendix— Summary of Independent Audit Report Deficiencies (Two-Year Comparison)

Description of Audit Report Deficiency		Number of Occurrences	
	FY 2021-22	FY 2022-23	
Indonendant Auditon's Deposit on the Financial Statements			
Independent Auditor's Report on the Financial Statements The auditor's report did not include a section with the heading Report on the Audit			
of the Financial Statements.	3	3	
The Auditor's Opinion section includes erroneous information about the entity's	1	2	
financial accountability.	1	2	
The auditor's report, Basis for Opinion section did not include the reference to the			
standards applicable to financial audits contained in Government Auditing Standards,			
issued by the Comptroller General of the United States.	1	1	
The auditor's report did not include a section with the heading Responsibilities of			
Management for the Financial Statements.	1	0	
The auditor's report did not include the statement that more compart is required to			
The auditor's report did not include the statement that management is required to evaluate the entity's ability to continue as a going concern.	2	0	
evaluate the entity's ability to continue as a going concern.	2	0	
The auditor's report, Auditor's Responsibility section, objective paragraph did not			
include the reference to Government Auditing Standards.	0	1	
The auditor's report, Auditor's Responsibility paragraph that further describes the			
auditor's responsibilities did not include the reference to Government Auditing			
Standards .	3	1	
The auditor's report, Auditor's Responsibility paragraph did not include the statement			
that describes the auditor's required communication with those charged with governance.	2	0	
The auditor's sense did not include a gastion with the law line Demoired Court of			
The auditor's report did not include a section with the heading Required Supplementary Information.	1	0	
mormation.	1	0	
The auditor's report contains incorrect or inaccurate page reference to the required			
supplementary information (RSI) section.	5	12	
The auditor's report did not include a section with the heading Supplementary			
Information that identifies the supplementary information accompanying the			
financial statements.	2	1	
The auditor's report did not include an opinion for all supplementary information	C C	1	
included in the report.	6	1	
The report did not include a section with the heading Emphasis of Matter and is missing			
the statement on whether the auditor's opinion is or is not modified with respect to the			
matter emphasized.	2	0	
Reference to a separate report on internal control over financial reporting and on			
compliance includes an erroneous date reference.	1	1	
Subtotal	30	23	

	Number of	Occurrences
Description of Audit Report Deficiency	FY 2021-22	FY 2022-23
Basic Financial Statements		
The Statement of Net Position was not presented properly.	1	1
The Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position statement was not presented properly.	1	1
The Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds statement was not presented properly.	1	1
The Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities statement was not presented properly.	2	0
Subtotal	5	3
Notes to the Financial Statements		
Measurement focus and basis of accounting used in the government-wide and fund financial statements included erroneous page number references.	0	2
The Notes did not disclose the policy regarding whether committed, assigned, or unassigned amounts are considered to have been spent when an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.	0	1
The Notes did not include adequate disclosure of capital assets and depreciation, including the method used to compute depreciation.	0	1
The Other Post-employment Benefits (OPEB) plan note did not include all of the required disclosures for the OPEB plan.	0	3
The OPEB note did not include the discount rate information.	0	1
The Notes include erroneous information about the amount spent on program evaluation.	0	1
Subtotal	0	9
Required Supplementary Information		
The schedule of budgetary comparison data for general fund and major special revenue fund(s) were not included as required supplementary information.	1	0
The schedule of the entity's defined benefit OPEB plan contribution was not included.	0	2
Subtotal	1	2

	Number of	Occurrences
Description of Audit Report Deficiency	FY 2021-22	FY 2022-23
Government Auditing Standards Report		
The report on internal control over financial reporting was not included.	1	0
The report on internal control over financial reporting and on compliance and other matters reference to the auditor's report on the financial statements includes an erroneous date reference.	0	2
The report on compliance and other matters was not updated for the changes to the statement on the consideration of internal control over financial reporting as a basis for designing audit procedures appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of internal control.	8	2
The report on internal control over financial reporting did not include the complete statement on the auditor's consideration of internal control was not designed to identify all deficiencies that might be material weaknesses or significant deficiencies.	28	2
The report on compliance and other matters was not updated for the changes to the statement of obtaining reasonable assurance about whether the entity's financial statements are free of material misstatement, which could have a direct and material effect on the financial statements.	18	7
Subtotal	55	13
Report on State Compliance		
The Report on State Compliance (Report) was not included.	1	0
The Report did not include a title that includes the word "independent."	0	1
The Report did not include a section with the heading Report on Compliance.	10	3
The Report did not include a section with the heading Opinion.	11	1
The Report did not include a statement that the entity's compliance with the specified requirements has been audited.	5	0
The Opinion section of the Report did not include identification of the period covered by the report.	6	0
The Report did not include an opinion on whether the entity complied, in all material respects, with the state compliance requirements.	4	1
The Report did not include a section with the heading Basis for Opinion.	5	0
The Basis for Opinion section of the Report was deficient.	5	0

	Number of (	Occurrences
Description of Audit Report Deficiency	FY 2021-22	FY 2022-23
Report on State Compliance (continued)		
The Basis for Opinion section did not include a statement that refers to the section that further describes the auditor's responsibilities for the audit of compliance.	5	1
The Basis for Opinion section did not include a statement that the auditor is required to be independent of the entity.	5	0
The Basis for Opinion section did not include a statement that the auditor believes he obtained evidence is sufficient and appropriate to provide a basis for the auditor's opinion on compliance.	5	0
The Basis for Opinion section did not include a statement that the compliance audit does not provide a legal determination of the entity's compliance.	5	0
The Responsibilities of Management for Compliance section of the Report did not nclude the required elements.	5	0
The Report did not include a section with the heading Auditor's Responsibilities for the Audit of Compliance.	5	0
The Auditor's Responsibilities section did not include the required elements.	5	1
The Auditor's Responsibilities section did not include a statement that describes he auditor's required communication with those charged with governance.	7	0
The Auditor's Responsibilities section, other-matter paragraph included erroneous nformation on the auditor's opinion.	0	1
The Report did not include a section with the heading Report on Internal Control Over Compliance.	5	0
The Report on Internal Control Over Compliance section did not include the required definitions.	5	0
The Report on Internal Control Over Compliance section did not include the statement of the auditor's consideration of the entity's internal control over compliance.	5	0
The Report on Internal Control Over Compliance did not include a statement on whether or not the auditor identified material weaknesses in internal control over compliance.	5	1
The Report on Internal Control Over Compliance section did not include a statement hat the audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance, and accordingly, no such opinion is expressed.	5	0
The Report did not include an alert paragraph describing the purpose of the auditor's report and that the report is not suitable for any other purpose.	5	0
Subtotal	119	10

	Number of Occurrences	
Description of Audit Report Deficiency	FY 2021-22	FY 2022-23
Findings and Recommendations		
The audit finding was coded with an erroneous reference number.	0	1
The audit finding includes duplicate effect or potential effect.	0	1
Schedule of Prior Audit Findings was not included.	0	1
Subtotal	0	3
<u>Other</u>		
None of the auditor's report included the manual or printed signature of the		
auditor's firm.	1	0
The auditor's report included incorrect report date.	0	1
Subtotal	1	1
Total number of deficiencies	211	64

State Controller's Office Division of Audits Post Office Box 942850 Sacramento, CA 94250

www.sco.ca.gov

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



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

> Agenda Item 7 June 4, 2025

**DATE:** May 15, 2025

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

Genilely Gel

ACTION: Conduct Public Hearing, Review and Confirm Strategic Plan, and Adopt Resolutions Approving the Fiscal Year 2025-2026 Proposed Budget and the Fiscal Year 2024-2025 Amended 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, the First 5 OC Board approved minor refinements to the Strategic Plan (see Attachment 1). One refinement was to use the four Conditions as our Strategic Plan focus areas, and to organize specific Action Plans within those focus areas to prioritize and guide our day-to-day work. Another refinement related to the tools we use to measure progress towards the Strategic Plan implementation. The Board approved using three tools: 1) Strategic Plan Indicators for a population level assessment of whether we are contributing to the achievement of the Conditions needed for children and families to thrive; 2) Action Plan Progress reports to the First 5 OC Board through the Chief Executive Officer's (CEO) report and our Annual Report to the Board and the public; and 3) the Systems Change Questionnaire which we use as a process tool to generate discussion among partners and collaboratives about desired systems change.

With today's Strategic Plan review, staff is not proposing additional changes. As noted in the April 2025 agenda package, the current Strategic Plan concludes in June 2026. Over the next year, we are planning a community input process that will engage the First 5 OC Board and key stakeholders including families with young children, providers, and system partners. Additionally,

we will incorporate the learnings from our recent reputational audit. We will use a variety of strategies and tools to gather input such as one-on-one meetings, input sessions, and community forums. This effort will result in an updated Strategic Plan for approval by the Board in April or June of 2026 for implementation beginning July 2026.

#### Proposed Fiscal Year 2025-2026 Budget

The Long-Term Financial Plan was updated in April at the First 5 OC Board meeting. The Proposed Fiscal Year 2025-2026 Budget has been developed to align with the program funding levels as approved in the Plan. Fiscal Year 2025-2026 funding is level with the 2024-2025 Budget. The Financial Plan includes the use of Fund Balance Reserves to supplement the decline in Tobacco Tax Revenue which allows for no program-level funding reductions for 2025-2026.

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 \$16.06 million which is a 3% decrease from the prior-year budget. This revenue projection is aligned with the projections included in the approved Financial Plan.
- Estimated revenue has been budgeted for First 5 Orange County's pass-through and subcontracted programs: First 5 California-funded Childcare Quality Improvements (\$881,000), CalWORKs Home Visitation (\$4 million), CalOptima-funded HealthySteps Expansion (\$350,000), Black Infant Health (\$650,000), 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 \$3.1 million in the proposed budget. Of this amount, \$405,000 is from one-time System Building funds. Another difference of \$450,000 is due to the timing difference of revenue for the HealthySteps Expansion and the related expenses. The remaining \$2.2 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.

#### Program Funding

- The current budget presents the majority of program funding under the goal areas of Prenatalto-Three, Early Learning and Community Engagement, and System Building and Other Program Funding. The budget approval action will set the higher-level funding amounts across program areas, but individual projects and contracts are all considered through separate Board action.
- One-time Systems Building projects are tracked separately from annual budgeted programs. Estimates of System Building expenses are included in the proposed Fiscal Year 2025-2026 budget. A total of \$255,000 is included for HeathySteps and \$150,000 is included for Developmental Playgroup pilot programs.
- 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 \$2.77 million. Allocations are based on First 5 Orange County'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 \$1.9 million are 10% lower than the previous year due costs for the office update and furniture that were incurred in Fiscal Year 2024-2025.
- 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% of the total annual operating budget of \$27.6 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 2025-2026 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 2025-2026 budget includes a 10% limitation of the operating budget on administrative function expenditures.

Staff requests approval of the Fiscal Year 2025-2026 Proposed Budget (Attachment 2).

#### Final Amended Fiscal Year 2024-2025 Budget

The Fiscal Year 2024-2025 Budget was approved at the June 2024 Board meeting. Current program allocations and encumbrances were analyzed and a proposed amended operating budget for Fiscal Year 2024-2025 (Attachment 4) has been developed. The amended operating budget includes an increase for revenues, an adjustment for one-time systems funding, and the remaining adjustment consist of transfers between program areas that fall under President/CEO authority. The proposed adjustments do not increase the approved operating spending levels.

- Revenues have been increased to recognized additional net interest revenue of at least \$1.8 million to be received by June 30th. The other adjustment increases revenue for the IGT transaction of \$1.3 million received in Fiscal Year 2024-2025.
- One-time Systems Funding for Prenatal-to-Three Funding for HealthySteps Expansion. This adjustment adds \$140,000 due to the timing of the disbursements from the one-time funding.

#### STRATEGIC PLAN & FISCAL SUMMARY:

The Fiscal Year 2025-2026 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 2025 Receive Report on Plan for Updating First 5 Orange County's Strategic Plan
- April 2025 Confirm the Annual Long-Term Financial Plan Update
- June 2024 Confirm Strategic Plan and Approve the Fiscal Year 2024-2025 Annual Operating Budget
- April 2021 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 2025-2026 (Attachment 2) and confirming the 10% limitation on administrative expenditures for the operating budget.
- 4. Adopt resolution (Attachment 5) approving the Fiscal Year 2024-2025 Amended Operating Budget (Attachment 4).

#### ATTACHMENTS:

- 1. First 5 Orange County Strategic Plan
- 2. Fiscal Year 2025-2026 Proposed Budget
- 3. Resolution Fiscal Year 2025-2026 Operating Budget
- 4. Fiscal Year 2024-2025 Amended Budget
- 5. Resolution Fiscal Year 2024-2025 Final Amended Budget

**CONTACT:** Lisa Burke and Michael Garcell

## 2021/22 – 2025/26 Strategic Plan





# **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	<b>52.7%</b> 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	<b>75.7%</b> 2022	Improving
Increased early developmental screening	Percentage of children on Medi- Cal that receive a developmental screen in their first three years	<b>26%</b> 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	<b>8.1%</b> 2022	Baseline
Increased early prenatal care	Percentage of infants born to people whose prenatal care began during the first three months of pregnancy.	<b>91.9%</b> 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	<b>9.95</b> per <b>1,000</b> children 2023	Improving

# Measuring Impact continued

Indicator	Definition	Current Status	Trend
Increased licensed child care capacity	Change in licensed child care capacity for children under age 5	<b>+0.4%</b> 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

A full set of progress indicators are available on our website. See **"First 5 OC Strategic Plan Progress Measures."** 

## First 5 Orange County Children and Families Commission Fiscal Year 2025-2026 Proposed Budget

	25/26 Proposed Budget
FINANCING	
Prop 10 Tax Allocations Other Revenues	16,568,820
	100.000
Investment Earnings MAA Revenue	100,000
	250,000
CalWORKS Home Visitation Program	4,000,000
Childcare Quality Improvement: First 5 CA Black Infant Health	881,000
	650,000 250,000
Healthy Steps Expansion Black PEARLS	350,000
Other Revenue	700,000
Other Revenue	1,000,000 24,499,820
PROGRAM SERVICES Prenatal-to-Three	
Maternal Child Health Network Hospitals	2,135,466
Maternal Child Health Network Home Visiting Services	4,299,371
CalWORKS Home Visitation Program	4,000,000
Early Relational and Mental Health Systems	317,000
Healthy Steps Expansion	600,000
Other Prenatal and Pediatric Supports	2,370,240
Prenatal-to-Three Catalytic Funding	405,000
Prenatal-to-Three Program Support	1,132,515
Prenatal-to-Three Subtotal	15,259,592
Early Learning and Community Engagement	
School District Partnerships	3,883,464
Childcare Quality Improvement	1,371,386
Early Learning and Community Engagement Program Support	1,193,794
Early Learning and Community Engagement Subtotal	6,448,644

	25/26 Proposed Budget
Homeless Prevention	
Homeless Prevention Operational Support	50,000
Homeless Prevention Subtotal	50,000
System Building	
System Building	755,000
Engaged Neighborhoods	995,875
System Building Support, Policy, and Partnerships	1,195,617
Systems Building Subtotal	2,946,492
Performance Evaluation	
Performance Management - Data Systems Platforms	207,000
Evaluation and Performance Management Support	765,500
Performance Evaluation Subtotal	972,500
Total Program	25,677,228
Administrative Functions	
Administrative Staff Salary and Benefits	792,886
Strategic Communications	169,000
Professional and Technical Services	618,000
Office, Training & Operating Costs	343,840
Administrative Functions Subtotal	1,923,726
Fiscal Year Budget Total	27,600,954

## First 5 Orange County Children and Families Commission Fiscal Year 2025-2026 Proposed Budget

#### CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

#### RESOLUTION NO. \_\_\_\_-25-C&FC

#### June 4, 2025

#### A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY (1) ADOPTING THE FISCAL YEAR 2025-2026 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 4, 2025, 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 4, 2025 Commission meeting with the Attachment number set forth herein: The Annual Operating Budget for the Fiscal Year 2025-26 (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 2025-26.

<u>Section 3</u> 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.

<u>Section 4</u> 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.

<u>Section 5</u> 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 2025-26.

Section 6 The Clerk of the Commission shall append to this Resolution a copy of the Annual Operating Budget for Fiscal Year 2025-26 set forth in Section 2, as Exhibit A (which shall correspond to Attachment 2 of the June 4, 2025 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.

<u>Section 7</u> <u>Severability</u>. 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 of 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 4, 2025 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: \_\_\_\_\_-25-C&FC

Agenda Date: June 4, 2025

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 2025-2026)

(attached)

## First 5 Orange County Children and Families Commission Fiscal Year 2024-2025 Amended Budget

	24/25 Initial Budget	Budget transfers and amendments	24/25 Amended Budget
FINANCING			
Prop 10 Tax Allocations Other Revenues	17,067,419		17,067,419
Investment Earnings	100,000	1,800,000	1,900,000
MAA Revenue	250,000	-,,	250,000
First 5 CA Home Visiting Coordination	875,000		875,000
CalWORKS Home Visitation Program	4,000,000		4,000,000
Childcare Quality Improvement: First 5 CA	980,000		980,000
Black Infant Health	540,000		540,000
Healthy Steps Expansion	940,000		940,000
Black PEARLS	700,000		700,000
	25,782,419	3,100,000	28,882,419
PROGRAM SERVICES Prenatal-to-Three			
Maternal Child Health Network Hospitals	1,776,816	45,000	1 001 016
Maternal Child Health Network Hospitals	3,821,278	43,000 92,685	1,821,816 3,913,963
CalWORKS Home Visitation Program	4,000,000	92,083	4,000,000
First 5 CA Home Visiting Coordination	4,000,000 875,000	0	4,000,000 875,000
Early Relational and Mental Health Systems	232,000	15,000	247,000
Healthy Steps Expansion	232,000 1,600,000	15,000	1,600,000
Other Prenatal and Pediatric Supports	2,200,240	423,400	2,623,640
Prenatal-to-Three Catalytic Funding	2,200,240	140,000	350,000
Prenatal-to-Three Program Support	1,116,566	0	1,116,566
Prenatal-to-Three Subtotal	15,831,900	716,085	16,547,985
Early Learning and Community Engagement			
School District Partnerships	4,182,736	0	4,182,736
Childcare Quality Improvement	1,611,260	50,000	1,661,260
Early Learning and Community Engagement Program Support	1,152,606	0	1,152,606
Early Learning and Community Engagement Subtotal	6,946,602	50,000	6,996,602

## First 5 Orange County Children and Families Commission Fiscal Year 2024-2025 Amended Budget

	24/25 Initial Budget	Budget transfers and amendments	24/25 Amended Budget
Homeless Prevention			
Homeless Prevention Operational Support	430,000	0	430,000
Homeless Prevention Subtotal	430,000	0	430,000
System Building			
System Building	1,203,000	(626,085)	576,915
Engaged Neighborhoods	1,006,950	0	1,006,950
System Building Support, Policy, and Partnerships	1,143,001	0	1,143,001
Systems Building Subtotal	3,352,951	(626,085)	2,726,866
Performance Evaluation			
Performance Management - Data Systems Platforms	177,000	0	177,000
Evaluation and Performance Management Support	500,500	0	500,500
Performance Evaluation Subtotal	677,500	0	677,500
Total Program	27,238,953	140,000	27,378,953
Administrative Functions			
Administrative Staff Salary and Benefits	717,689	0	717,689
Strategic Communications	174,000	0	174,000
Professional and Technical Services	593,000	0	593,000
Office, Training & Operating Costs	660,840	0	660,840
Administrative Functions Subtotal	2,145,529	0	2,145,529
Fiscal Year Budget Total	29,384,482	140,000	29,524,482

#### CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

#### RESOLUTION NO. \_\_\_\_-25-C&FC

#### June 4, 2025

#### A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY ADOPTING THE AMENDED FISCAL YEAR 2024-25 OPERATING BUDGET

WHEREAS, at its meeting of June 5, 2024, the Commission conducted a public hearing and reviewed and adopted the following documents prepared and recommended by staff and identified in the staff report for the Commission meeting: The Annual Operating Budget for the Fiscal Year 2024-25, including the Administrative Budget; and

**WHEREAS**, at its meeting of June 4, 2025, the Commission reviewed and adopted an Amended Annual Operating Budget for the Fiscal Year 2024-25 prepared and recommended by staff and identified in the staff report for the June 4, 2025 Commission meeting as Attachment 4.

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

<u>Section 1</u> 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 Amended Annual Operating Budget for Fiscal Year 2024-25.

<u>Section 3</u> Notwithstanding the approval of the amended 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.

<u>Section 4</u> 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 5 The Clerk of the Commission shall append to this Resolution a copy of the Amended Annual Operating Budget for Fiscal Year 2024-25, identifying it as Exhibit A, which shall correspond to Attachment 4 of the June 4, 2025 staff report. By this reference such exhibit is incorporated as though fully set forth herein.

<u>Section 6</u> <u>Severability</u>. 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 of phrases be declared unconstitutional, or invalid, or ineffective.

**Section 7** 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 4, 2025 to wit:

AYES	Commissioner(s):	
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: \_\_\_\_\_-25-C&FC

Agenda Date: June 4, 2025

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

#### AMENDED ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2024-25

(attached)

1505 E. 17th Street, Suite 230 Santa Ana, CA 92705 714-834-5310 first50c.org



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

> Agenda Item 8 June 4, 2025

**DATE:** May 23, 2025

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

Geniluly gel

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 2025-2026.

#### **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 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 2) with Quorum Analytics, LLC.

#### Accenture LLP (formerly Navisite LLC)

Accenture was approved as First 5 Orange County's High 5 developer to leverage First 5 Alameda's High 5 system. Accenture 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 Accenture to ensure seamless support for the implementation, ongoing managed services, and any special projects for the First 5 Orange County High 5 System.

For this contract, authorization is requested for Commission Counsel to negotiate and execute the agreement, which may include modifications to First 5 OC's standard boilerplate terms and conditions. Such revisions may be necessary to reflect the specialized nature of the technical assistance and managed services provided. Counsel will ensure that any changes remain consistent with First 5 Orange County's organizational, legal, and financial interests.

#### 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 2025-2026 Budget.

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

- June 2024 Adopted resolution authorizing agreements or amendments to agreements with designated individuals and organizations to provide consultant services.
- June 2023 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-343 with Carahsoft Technology Corporation for Salesforce platform subscription services for the term July 1, 2025 to June 30, 2026 in an amount not to exceed \$95,000.
- 2. Adopt resolution (Attachment 3) authorizing the President/CEO, or designee, to enter into a subscription services agreement with Quorum Analytic LLC on the form provided as Attachment 2 for the term July 1, 2025 to June 30, 2026 in an amount not to exceed \$46,860.
- 3. Adopt resolution (Attachment 4) authorizing Commission Counsel to negotiate and enter into Agreement No. PS-344 with Accenture LLP to provide technical support, special projects, and managed services for the term from July 1, 2025 to June 30, 2026 in an amount not to exceed \$105,000 including any necessary modifications to standard terms and conditions.

#### **ATTACHMENTS:**

- Resolution (Carahsoft)
   Quorum Analytics Standard Subscription Agreement
- Resolution (Quorum)
   Resolution (Accenture LLP)

CONTACT: Kimberly Goll and Michael Garcell

#### CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

#### RESOLUTION NO. \_\_\_\_-25-C&FC

#### June 4, 2025

RESOLUTION OF THE CHILDREN AND FAMILIES Α COMMISSION OF ORANGE COUNTY DIRECTING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENT NO. PS-343 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-343 (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 in the staff report, and applicable attachments, for this June 4, 2025 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

<u>Section 3</u> 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 in accordance with standard software services agreements, 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.

<u>Section 4</u> 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.

<u>Section 7</u> 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 4, 2025 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: \_\_\_\_\_-25-C&FC

Agenda Date: June 4, 2025

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, 6<sup>th</sup> 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-todate 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 thirdparty 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 needto-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.
- 4.5. Artificial Intelligence and Machine Learning. "Artificial Intelligence Processing" is defined as processing of Client Content or Feedback by artificial intelligence. Any Artificial Intelligence Processing functionality is clearly labeled in the System and can be used or not used at a User's or Landing Page User's discretion. No Client Content is released to open internet artificial intelligence models for training purposes, however Client Content that is entered into labeled Artificial Intelligence Processing will be processed by Subprocessors providing Artificial Intelligence Processing and may be used for training Quorum-specific models. Quorum does not, and will not, mix customer data to train our Artificial Intelligence models. Further information as to how Quorum uses Artificial Intelligence can be found in the Quorum Technical Details document.

#### 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.
- Client's Grant of Rights to Quorum. By running queries and uploading or otherwise 5.3. 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.
- 5.8. Evaluation/Beta Use License. If any User receives access to features, functionality, or separate User Access Credentials as part of as part of a proof of concept, beta, trial, or evaluation, as identified by Quorum in a separate writing (any of which will be a "Beta Use"), such Beta Use will be subject to this Section 5.8 license in lieu of any other license granted hereunder. Subject to the specifications, limitations, and restrictions of the applicable Beta Use as may be separately communicated by Quorum, Quorum grants User a limited, non-exclusive, non-sublicensable, royalty-free license to engage in the Beta Use and use any available functionality therein solely for internal evaluation and for purposes of providing Feedback on the Beta Use to Quorum. Beta Use is granted upon Quorum's sole discretion and may be terminated at any time for any reason. In the event a Beta Use is provided it shall be free of charge unless Quorum explicitly states, and Client agrees, otherwise. Features and functionality available in a Beta Use may be inoperable, incomplete, and may never become part of the System on a nonbeta basis. Any Beta Use and feature or functionality included therein is Quorum's Confidential Information. Notwithstanding anything to the contrary in this Agreement, Quorum makes no warranty of any kind, provides no indemnification, provides no service level standards, and no support for any Beta Use; Quorum's aggregate liability limit for any liability arising from a Beta Use will not exceed \$100.

#### 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 Association, published on its website available Wireless as 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.
  - 8.1. **Feedback.** 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 (other than the substance of any Client Content used in Artificial Intelligence Processing) so long as nothing in this grant will be deemed to grant Quorum an additional license to any Client Confidential Information, patents, copyrights, or other intellectual property, absent an express written grant from Client. 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 TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN SECURE. 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 <a href="support@quorum.us">support@quorum.us</a>, 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 <u>https://www.bls.gov/cpi/</u>, 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 LexisNexis Services (and updates thereof) available online the 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:

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-separatedvalues 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
  - 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 Union<sup>1</sup> (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;
- 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

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.

<sup>&</sup>lt;sup>1</sup> 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.

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 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 subprocessor'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:
  - 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;
  - 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:
  - 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, 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:
  - 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: <b>Quorun</b>	n Analytics, Inc.
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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 <u>https://www.quorum.us/info/current-subprocessors</u>. 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";
- I. 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. \_\_\_\_-25-C&FC

#### June 4, 2025

RESOLUTION OF THE CHILDREN AND FAMILIES Α COMMISSION ORANGE COUNTY DIRECTING OF 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 4, 2025 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

<u>Section 3</u> 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.

<u>Section 4</u> 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.

<u>Section 7</u> 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 4, 2025 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: \_\_-25-C&FC

Agenda Date: June 4, 2025

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. \_\_-25-C&FC

#### June 4, 2025

#### RESOLUTION THE CHILDREN AND **FAMILIES** Α OF COMMISSION OF ORANGE COUNTY DIRECTING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENT NO. PS-344 WITH ACCENTURE LLP; 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-344 (hereinafter referred to as the "Agreement") with Accenture LLP (hereinafter referred to as "Contractor"), to provide technical support, 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 4, 2025 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

<u>Section 3</u> 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.

<u>Section 4</u> 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.

<u>Section 7</u> 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 4, 2025 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: \_\_\_\_\_-25-C&FC

Agenda Date: June 4, 2025

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)

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



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

> Agenda Item 9 June 4, 2025

DATE: May 6, 2025

TO: First 5 Orange County

FROM:

Kimberly Goll, President/CEO Geniluty Gel

ACTION: Authorize Receipt of Funds and Adopt Resolution Authorizing a Memorandum of Understanding with the Covina-Valley Unified School District for First 5 Orange County to Serve as Child Find Exemplar Lead of the CalECSE Network

#### SUMMARY:

First 5 Orange County's strategic plan includes promoting the earliest possible screenings for children and linkage to services when needed. It also includes supporting families to experience a smooth transition from prenatal-to-three services into school-based services. We participate in a statewide network called the California Early Childhood Special Education Network (CalECSE) which is a technical assistance project funded under the California Department of Education. This item seeks approval to receive funds from CalECSE for First 5 OC's role in leading the Preschool Child Find workgroup.

#### **DISCUSSION:**

CalECSE was created in 2022 to provide technical assistance, professional learning, and demonstration of tangible practices that have been successful in helping families and children with special needs transition from prenatal-to-three to school-based services.

CalESCE has several workgroups on topics including:

- Interagency Collaboration •
- Assessment Practices
- Assessment Team Leadership •
- Preschool Child Find
- Parent Outreach and Support •
- Data Governance •
- Innovative and Inclusive Practices

First 5 OC was appointed to lead the Preschool Child Find workgroup. "Child Find" is a legal requirement for schools to identify children who have disabilities and need services. Having a non-school district lead reflects the state's commitment to strengthening systems so that families are more easily identified and connected to early intervention and special education services particularly those who might otherwise be missed within traditional structures.

Cristina Blevins leads this work for First 5 OC as the early learning systems lead. Cristina is well positioned thanks to the strong networks built and experience across childcare, school districts, early learning systems, and special education programming. These connections allow First 5 OC

to bridge efforts across sectors and ensure alignment in supporting young children in need of early intervention and their families throughout Orange County.

CalECSE provides targeted technical assistance to Local Educational Agencies (LEAs), both voluntarily and for those identified through the California Department of Education's (CDE) monitoring system. This includes support for "Part C to Part B" transitions under the Individuals with Disabilities Education Act (IDEA), Child Find practices within preschool settings, and the use of evidence-based instructional strategies for preschool students with disabilities. The Part C to Part B transfer refers to the transition process in which children receiving early intervention services through the Regional Center (Part C) move to receiving preschool special education services through their local school district (Part B) when they turn three years old. The Child Find work that First 5 OC leads focuses on improving this transition from Regional Center of Orange County to school district special education services, which is critical to ensuring that children with disabilities continue to receive timely and appropriate services.

First 5 OC has contributed to several accomplishments which are all available on the CalECSE website (https://calecse.org/), including:

- Development of family- and childcare provider-friendly informational handouts
- Production of an online webinar on Child Find practices and early transitions
- Creation of a video resource for early learning providers explaining their role in the Child Find process

CalECSE provides funds for leading their various workgroups. This item requests authorization to accept \$74,000 over two years to accomplish the work described above.

Looking ahead, we will continue to support this work over the next two years to expand awareness and alignment across systems. A key goal is to partner with local colleges and universities to integrate Child Find and Part C to B transition content into early childhood and special education coursework, building capacity within the future workforce. In addition to our involvement with the CalECSE Network, First 5 OC staff is actively supporting the Regional Center of Orange County and local school districts to strengthen and streamline the transition process for children in our county. Our current efforts are relationship-building and gaining a clear understanding of existing systems and practices. Next, we will convene these partners for collaborative conversations aimed at identifying productive, coordinated strategies moving forward.

#### STRATEGIC PLAN & FISCAL SUMMARY:

The recommended action has been reviewed in relation to the Strategic Plan and is consistent with our strategy of increasing developmental screenings and well child visits. The funding provided by the CalECSE Network will be added to Fiscal Years 2025-2026 and 2026-2027 budgets.

# **PRIOR COMMISSION ACTION:**

None

# **RECOMMENDED ACTION:**

Authorize receipt of \$74,000 and adopt resolution (Attachment 1) authorizing the President/CEO, or designee to execute the Memorandum of Understanding (Attachment 2) with Covina-Valley

Unified School District, in its capacity as the Administrative Unit ("AU") of the East San Gabriel Valley Special Education Local Plan Area ("ESGV SELPA") for a maximum obligation of \$74,000 for a two year term for provisions for First 5 OC to serve as the Child Find exemplar lead of the CaIECSE Network.

# ATTACHMENTS:

- 1. Resolution
- 2. Memorandum of Understanding

Contact: Cristina Blevins

#### CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

#### RESOLUTION NO. \_\_\_\_-25-C&FC

#### June 4, 2025

RESOLUTION OF THE CHILDREN AND **FAMILIES** Α COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO TO EXECUTE AN AGREEMENT WITH COVINA VALLEY UNIFIED SCHOOL DISTRICT, IN ITS CAPACITY AS THE ADMINISTRATIVE UNIT OF THE EAST SAN GABRIEL VALLEY SPECIAL EDUCATION LOCAL PLAN AREA, FOR PARTICIPATION IN THE CALIFORNIA EARLY CHILDHOOD SPECIAL EDUCATION NETWORK: 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 an agreement (hereinafter referred to as the "Agreement") with Covina Valley Unified School District, in its capacity as the Administrative Unit of the East San Gabriel Valley Special Education Local Plan Area (hereinafter referred to as "Contractor"), for participation in the California Early Childhood Special Education Network;

WHEREAS, the Commission desires to enter into the Agreement with Contractor for the terms and in the amounts as specified in the June 4, 2025 staff report, including attachments, for this Agenda Item (hereinafter referred to as the "Agenda Item"); and

WHEREAS, Commission desires to enter into the Agreement with Contractor 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 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 may be required by the Contractor, to execute the Agreement with the Contractor 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.

<u>Section 2</u> Commission authorizes the President/CEO, or designee, execute the Agreement with the Contractor to in the amounts and for the terms consistent with the Agenda Item.

<u>Section 3</u> The Agreement will be on the form provided by the Contractor 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 Agreement.

<u>Section 4</u> Commission hereby approves the Agreement with the Contractor 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 Agreement on behalf of the Commission.

<u>Section 6</u> A copy of the 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 Agreement shall be placed on file in the office of the Clerk of the Commission.

<u>Section 7</u> 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, 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 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 4, 2025 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.

)

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

Resolution No: \_\_-25-C&FC

Agenda Date: June 4, 2025

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)

### Memorandum of Understanding and Agreement Provision of Exemplar Lead to the CalECSE Network July 1<sup>st</sup>, 2025-June 30<sup>th</sup>, 2027

This Memorandum of Understanding and Agreement ("Agreement") is between the Covina-Valley Unified School District, in its capacity as the Administrative Unit ("AU") of the East San Gabriel Valley Special Education Local Plan Area ("ESGV SELPA") and Children & Families Commission of Orange County (First 5 Orange County) ("Provider"). The ESGV SELPA AU/ESGV SELPA and Provider may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

- 1. **Recitals.** This Agreement is made with reference to the following recitals:
  - A. The ESGV SELPA, a multi-district SELPA comprised of fifteen (15) local educational agency ("LEA") members, has been selected by the California Department of Education ("CDE") as the recipient of a California Early Childhood Special Education-Preschool Technical Assistance Center grant, for the formation and ongoing operation of the California Early Childhood Special Education Network ("Cal ECSE Network").
  - B. The CalECSE Network will provide technical assistance to LEAs across California on a voluntary basis and as a requirement for those LEAs identified through CDE's monitoring system. Areas of technical assistance required under the CDE grant include Part C to Part B evaluations under the Individuals with Disabilities Education Act, Child Find practices within preschool programs, and evidenced-based practices and instructional strategies for preschool students with disabilities;
  - C. Exemplar Leads ("Lead") will play an important role in highlighting and demonstrating exemplary practices in various identified areas that have resulted in timely and successful transitions and outcomes for preschool students with disabilities;
  - D. Under the direction of the CalECSE Leadership Team (Co-Executive Directors from the ESGV SELPA and Irvine Unified School District/SELPA, and the CalECSE Program Specialists), Leads will provide support through the dissemination, implementation, and technical assistance of evidence-based practices and strategies that address barriers to successful identification, assessment, support, instruction, and transition for California's youngest children with disabilities;
  - E. Parties desire to reduce to writing the terms and conditions of the nomination and provision of Exemplar Lead to ESGV SELPA; and

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

2. **Term.** The term of this Agreement will begin July 1, 2025 and continue at least through June 30, 2027. The Parties agree to proactively communicate about the continuation of this agreement through amendment or to propose a subsequent agreement to be in place by July 1, 2027.

3. Purpose. Provider shall provide the Exemplar Lead identified as a condition of Provider's selection to participate in the CalECSE Network, or an approved replacement, to provide: technical assistance, professional learning, and demonstration of tangible practices that have been proven successful, including through Provider's participation in a CalECSE Network Video Projects. Leads will coordinate and collaborate regularly with the CalECSE Leadership Team & Geographic Technical Assistance Facilitators to connect with LEA's and other agencies seeking or required to participate in high-quality technical assistance and professional learning opportunities to build capacity, knowledge, collaboration, and ensure the implementation of evidence-based practices.

Through Lead's participation, Provider and Lead will have the opportunity to be an innovator and build capacity to implement effective professional learning within their own agencies and region, and to support LEAs with improving student outcomes through best practices in IDEA Part C to B evaluations, preschool assessments, and preschool child find activities. Additionally, the Provider and Lead will receive fiscal support for the enhanced work of supporting LEAs with improving outcomes for preschool age students with disabilities.

### 4. Services to Be Performed by Provider.

(a) Provision of Lead and Nomination of Replacement Lead. Provider agrees that the identified Lead approved by the CalECSE Leadership as a condition of Provider's application for participation in the CalECSE Network shall act as the Provider's Lead. If the identified Lead becomes unable or unwilling to perform the services of Lead, Provider must notify the CalECSE Leadership Team without delay and recommend a new Lead as soon as possible, and within no more than 30 days following the identified Lead's last day of service. At any time, the Provider may request to identify multiple Leads that will fulfill the Provider's responsibilities and acknowledges that any such request would be provided within the original funding provided for participation within the CalECSE Network. Provider understands that CalECSE Leadership Team has the sole discretion to accept and/or reject any Lead, replacement Lead recommendation, or request for multiple Leads to act for Provider. Provider further agrees that the identified Lead(s) shall perform the services and commit the time necessary to perform the Essential Duties and Responsibilities as described in Appendix A to this Agreement.

Provider understands that CalECSE Leadership Team may revise the Essential Duties and Responsibilities as described in Appendix A on an annual basis, with written notice to Provider.

(b) **Provider Duties.** Provider shall engage in activities described in Appendix A. Provider shall be responsible for ensuring that its Lead is available in a manner identified in the Essential Duties and Responsibilities within Appendix A.

5. Fiscal Support. In consideration for all services to be performed by Provider, its Lead, and its other employees as necessary, ESGV SELPA agrees to fiscally support the regional activities. The Provider will be allocated \$37,000 per fiscal year as compensation for the participation and completion of Essential Duties and Responsibilities outlined in Appendix A. Provider must submit an invoice for the Fiscal Support by September 1<sup>st</sup> of each fiscal year to ESGV SELPA.

In the event of termination of this Agreement as provided in Paragraph 7, 8 and 9, Provider shall be compensated the prorated portion of the Fiscal Support. (For example, if Provider and/or ESGV SELPA terminates exactly at the halfway point, Provider is entitled to 50% of the Fiscal Support.)

- 6. **Travel and Training Costs.** All travel and training costs associated with Lead activities will be reimbursed to Provider up to a maximum of Four Thousand Dollars (\$4,000). Provider must submit an invoice to ESGV SELPA at the conclusion of each travel. The invoice must include proper supporting documentation including, but not limited to receipts, proof of payment and travel expense report. Provider agrees to ensure that any reimbursement adheres to applicable regulations and local policy and requirements.
- 7. **Termination.** This Agreement may be terminated for any reason by either Party upon sixty (60) days written notice to the other Party.
- 8. Termination for Substantial Failure. This Agreement may be terminated by either Party upon sixty (60) days written notice to the other Party in the event of a substantial failure of performance by such other Party. For purposes of this Agreement, "substantial failure" of performance includes, but is not limited to, Lead's unexcused absence at CalECSE Summits, scheduled meetings by the CalECSE Leadership Team or subcommittees, scheduled Technical Assistance meeting with LEAs, and/or requested presentations on behalf of CDE or other agencies. Provider and Provider's Lead agree to proactively communicate with the CalECSE Leadership Team and request excusal for any absences.
- 9. Termination for Failure to Provide Lead. In the event that Provider has failed to provide the identified Lead and/or replacement Lead acceptable to ESGV SELPA for 30 days or more, the Agreement may be terminated by ESGV SELPA upon 30 days written notice to Provider, at the sole discretion of ESGV SELPA.
- 10. **Governing Law and Venue.** The Parties agree that in the event of litigation, venue shall be the proper state or federal court serving Los Angeles County, State of California. This Agreement shall be governed by the laws of the State of California.
- 11. Workers' Compensation, Unemployment Insurance and Licenses. Provider shall be responsible for providing, at Provider's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Provider and for Provider's Lead, employees, agents and independent contractors, as may be required by law.

- 12. **Materials and Equipment.** Provider shall supply all materials and equipment required to perform the Services under this Agreement and pursuant to the Essential Duties and Responsibilities as described in Appendix A.
- 13. Independent Contractor. It is understood and agreed that Provider and its Lead is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever, notwithstanding the fact the Provider or Provider's Lead and employees may provide services to the ESGV SELPA under this Agreement. ESGV SELPA/ESGV SELPA AU is not required to make any deductions or withholdings for employee taxes or benefits from the compensation payable to Provider under the terms of this Agreement. As an independent contractor, Provider hereby agrees to indemnify and hold ESGV SELPA/ESGV SELPA AU harmless from any and all claims that may be made against ESGV SELPA/ESGV SELPA AU based upon any contention by any of Provider's employees or any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists between the Parties for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

### 14. Indemnification and Hold Harmless.

- (a) The Parties agree that each will be responsible for its own acts and omissions, be responsible for the intentional or negligent acts or omissions of its employees, officers, and officials ("Employees") in the direct performance of this Agreement, and shall not be responsible for the acts or omissions of the other Party or the other Party's Employees. These obligations relate to any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, and include any loss, liability, or expense, including reasonable attorney's fees and costs, relating to this Agreement ("Claims").
- (b) Each Party agrees to immediately defend, indemnify, and hold harmless the other Party and their Employees against any such Claims, but only in proportion to and to the extent such losses directly result from the Party's intentional or negligent acts or omissions in the direct performance of this Agreement. Each Party's responsibility for such defense and indemnification shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- (c) The Parties' obligations under these indemnification provisions shall survive the termination of this Agreement.
- 15. Entire Agreement. This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth in this Agreement. No representations, oral or otherwise, expressed or implied other than those contained in this Agreement are part of the terms or consideration of this Agreement.
- 16. **Amendment.** The terms of this Agreement may be modified only by a written addendum signed by the authorized representatives of both Parties.

- 17. **Mediation.** In the event of a dispute between the Parties arising from this Agreement, the Parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
- 18. **Severability.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
- 19. **Waiver.** No delay or failure by either Party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
- 20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

This agreement may be altered, changed or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto.

### East San Gabriel Valley SELPA

Provider

Name: Manuel Correa, CPA
Title: Chief Business Officer
Covina-Valley Unified School District
(ESGV SELPA AU)

Name: Title: Children & Families Commission of Orange County (First 5 Orange County)

DATE

DATE

### Appendix A CALECSE PROVIDER AND EXEMPLAR LEAD ESSENTIAL DUTIES AND RESPONSIBILITIES

### The Provider who employs or contracts with the Exemplar Lead:

- Will work closely with the CalECSE Leadership Team and assist in responding to requests made by the CDE and other state and local agencies.
- Is responsible for ensuring that the Exemplar Lead is supported and time commensurate to 370 hours is annually protected and made a priority for the Lead to conduct the Essential Duties and Responsibilities.

### Annual Essential Duties and Responsibilities of the Provider's Exemplar Lead:

- Attend and support the CalECSE Annual Symposium
- Attend up to 6 days of in-person meetings/CalECSE Summits
- o Attend up to 12 CalECSE Leadership Team Meetings via Zoom
- Available for contact with CalECSE Leadership Team
- o Available for contact with Geographic Technical Assistance Facilitators
- Coordination/Leadership of Practice Area Workgroup for development of CalECSE resources
- Participate in CalECSE Exemplar Video Project by collaboration and coordination of Agency's video shoot with the CalECSE Leadership Team and VMA Communication (i.e. coordination of video participants, video releases, scheduling, and related video project preparation)
- Available to Present with CalECSE Leadership to State Agencies and Meetings (i.e. CDE Board of Education, Advisory Commission on Special Education, Interagency Coordinating Council, etc.)
- o Completion of CalECSE Network Contact & Communication Tracking
- Participation in any required CalECSE Network grant reporting and quality assurances processes

Provider and Provider's Exemplar Lead agree to communicate proactively with the CalECSE Leadership Team when unable to attend events or complete any Essential Duties and Responsibilities. Additionally, Provider and Provider's Exemplar Lead agree to work quickly to address any challenges or conflicts interfering with Exemplar Lead's ability to complete Essential Duties and Responsibilities and to provide the CalECSE Leadership Team with updates of such efforts.

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



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

> Agenda Item 10 June 4, 2025

DATE: April 15, 2025

TO: First 5 Orange County

FROM:

Kimberly Goll, President/CEO Geniluly Gel

Receive Summary of First 5 Orange County Communications for 2024-25 and ACTION: Future Staffing Strategy, and Adopt Resolution Approving Agreement with Cornerstone Communications to Support Communications Work for 2025-2026

#### SUMMARY:

First 5 Orange County has historically used a consulting firm to support the agency's communications efforts. This agenda item provides a summary of communications work in 2024-25, as well as a strategy for bringing elements of communications inhouse. The item also recommends approval of a one-year agreement with Cornerstone Communications to support the transition to this new approach and keep communications messaging and platforms operating smoothly.

### **DISCUSSION:**

First 5 Orange County's communications efforts and strategies have varied over time, changing to meet our needs as the work of First 5 OC has evolved over 25 years. There are many sectors we communicate with, both externally and internally, from community partners that provide services to young children and families to legislators, system policy makers, Board members, and staff. Recently we added communicating and working directly with families to our social media outreach efforts.

Our communications-related work has several components including the following:

- Website design, development, and ongoing maintenance
- Social media strategy and content management •
- E-newsletters •
- Collateral materials, including brochures, fact sheets, and reports •
- Media relations •
- Issue-specific communications campaigns •

Historically, we have used a consulting firm to implement and manage our communications efforts, with oversight from First 5 OC staff. The agreement with the current consulting firm, Cornerstone Communications, concludes June 30, 2025. Over the last few years, Cornerstone has provided support to create and expand our social media presence, kick off the Kid Builders relaunch, develop our electronic newsletters including for several collaboratives, build a video and photo bank of real families in OC, and maintain our website. Attachment 1 provides a summary of communications-related accomplishments for 2024-2025.

As we are becoming more experienced and expanding our use of social media, and building key messages based on our recent reputation audit, staff recommends exploring the potential to bring more elements of our communications work in-house. We expect this approach will support greater consistency in our messaging across all communications platforms, and more timely, effective, and responsive social media outreach and engagement.

Vetting the concept of in-house communications staff will require analysis of the pros and cons of this approach. If we determine it makes sense, then we will need to develop the position scope and fit within our organizational structure, as well as recruit and onboard. Consequently, we recommend entering into a one-year agreement with Cornerstone Communications to provide communications support until the analysis and related actions can be completed. Staff recommends a term of one year from July 1, 2025 to June 30, 2026, in the amount of \$180,000, to provide continued support with content and development for First 5 OC's annual report, social media, newsletters, collateral materials, and website maintenance.

We anticipate that we will continue to need some external communications support in the future, but that it will be significantly reduced. At the appropriate time, we will release a Request for Proposals for the ongoing communications support needed.

Regarding First 5 OC's website, we previously noted to the Board that we planned to distribute a Request for Proposals for a web design firm to redesign our website, which hasn't been updated for several years. On further reflection, we believe this work needs to align more closely with bringing an internal communications manager onboard, as well as the key message development for the agency, which is ongoing.

We will report back to the Board with progress on key messages for First 5 OC, the website refresh, the scope and structure of a in house position to lead communication efforts, and recommendations on the level of future support needed from an external communications consulting firm.

### 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. Funds for an internal staff position and communications consulting support are included in the FY 2025-2026 budget.

### **PRIOR COMMISSION ACTIONS:**

• June 2024 – Receive Communications Report and Adopt Resolution Authorizing Agreement with Cornerstone Communications to Provide Communications Services

 June 2023 – Approve Roster of Qualified Applicants and Adopt Resolutions Authorizing Agreements and Amendments to Agreements with Designated Individuals and Organizations to Provide consultant and Data Collection and Management Services

### **RECOMMENDED ACTIONS:**

- 1. Receive communication report.
- 2. Adopt resolution (Attachment 2) authorizing the President/CEO, or designee, and Commission Counsel to prepare and negotiate agreement PS-345, at the President/CEO's sole discretion, with Cornerstone Communications in the amount of \$180,000 for one year to provide communications services.

### ATTACHMENTS:

- 1. Summary of Communications Accomplishments for 2024-2025
- 2. Resolution

**CONTACT:** Lisa Burke and Tiffany Alva

Attachment 1

# Annual First 5 Orange County Communications Update

Fiscal Year 2024-2025



# Snapshot of Communications Activities June 2024 - May 2025

## Social Media

718 Published Posts 282 Ad Campaigns

### Top Content Categories



Event Recaps



Recognition & Milestones



Local Resources

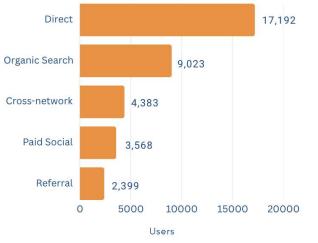
## PR & Media

34 Earned Media Placements

## Website Analytics

## 39,570 Total Users

### Total Users by Channel



## Constant Contact Emails

66 Campaigns Sent 31% Open Rate 929 New Contacts 2,339 Clicks

Top Campaigns

- Charitable Ventures Survey 38% open rate
- Black Pearl Doula RFP 35% open rate
- Speech Dissemination Toolkit 33% open rate

# Social Media

14% increase in total followers

18% increase in engagements

## Metrics July 1, 2024 - May 14, 2025

24,964 total followers, 14% increase YoY (+3,119 followers)

97,793 total engagements, 18% increase YoY

2,105,676 total impressions

**39,885** total video views

718 published posts

4 platforms (Facebook, Instagram, LinkedIn, X)

First 5 OC's audience is primarily women, ages 35-44, located in Anaheim, Santa Ana, and Irvine.

Audience Demographics

Across all platforms through tailored content creation, Cornerstone significantly increased awareness of First 5 OC, positioned them as an expert voice in the early childhood space, and made resources more easily accessible to families.

## Peer Comparison

Using a social media management platform, Cornerstone analyzed First 5 OC's performance and compared it with the social media presence of First 5 LA and First 5 California.

Though First 5 OC's total audience is smaller, the accounts had **170% more** engagements per post on average than First 5 LA and First 5 California.

Social Media

## Collaborative Campaigns

Through close partnership with various First 5 OC consultants and teams, Cornerstone developed social media campaigns and toolkits to support key messaging and objectives, drive partnerships, increase access to resources, and strengthen communications efforts.

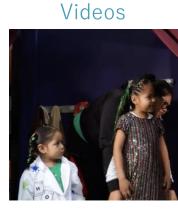
Each campaign requires extensive cooperation with First 5 OC staff, consultants, and partners and can also include:

- Content creation
- Graphic design
- Copywriting/Messaging
- Strategizing
- Materials organization
- Dissemination plan
- Follow-up
- Results/Analytics

# Social Media

## Collaborative Campaigns





Kid Builders

Speech & Language





Detect &

Connect

## Early Childhood Education



## Staff Spotlights



Awareness Days/Months



# First 5 OC Website

13% increase in total website users YoY

## Metrics July 1, 2024 - May 14, 2025

**39,570** total users

50,710 total website visits

255,595 total website interactions

**100.75** Cornerstone hours spent on website updates

By consistently keeping the website up to date, Cornerstone provided a platform to amplify First 5 OC and partner initiatives, host local and relevant data, and offer easy access to interactive resources.

### Major Updates



Family Childcare Toolkit

FIECMH News & Updates

### Annual Report

# First 5 OC Newsletters

30% average open rate





## First 5 OC Newsletters include:

- 5 Minutes with First 5 OC
- Board Meeting announcements
- Stand alone newsletters

### Audience:

## General public\*

\*A goal is to create separate parent-focused and partner-focused newsletters. Emails are being gathered to create individual contact lists.

## Objective:

Inform audience about resources, upcoming events, and current projects of First 5 OC.

# Collaborative Newsletters

58% average open rate

January 2025 Quarterly Update • Family Mental • Home



First Things First

FIRST5

Orange County Cross-Sector Child

Care Task Force:

Thanks for joining the FIECMH Partner Community! Do you know others who may want to stay updated? Please share this newsletter!

FIECMH stands for Family, Infant, and Early Childhood Mental Health. The initiative is focused on infants and children (and their caregivers) because the



### Collaborative Newsletters include:

- Child Care Task Force newsletter
- Detect & Connect OC newsletter
- Family, Infant, and Early Childhood Mental Health (FIECMH)
- Home Visiting Collaborative (coming soon)

### Audience:

Members of task forces, work groups, and collaboratives

### Objective:

Inform audience about updates of current collaborative work, upcoming events, and relevant resources.

# Media Coverage

### 34 earned media hits

# **REGISTER**

Meet the 125 Most Influential People in Orange County for 2024



#### Kimberly Goll

The president and CEO of First 5 Orange County led the expansion of the HealthySteps model, which supports families with developmental screenings, behavioral health and well-child visits. With support from CalOptima Health, she increased the program to 15 clinics, reaching an additional 8,000 children. Additionally, she championed the use of Community Health Workers (CHWs) through Medi-Cal to support pregnant and postpartum families, including piloting a billing model for these services, enhancing the sustainability of CHW programs.



LITLE LEARNERS GET A LEG UP ON EDUCATION IN November, divider and their families gatheed at Our Lady of Guadalape chards for a lively morning traturing First O Nome County's developmental Kid Builders activities, along with resources and support for Jourge children. Hourse Culture view in the Cambra tion of the Counter of the Cambra and the Chards, the event highlighted the community's commitment to early childrade development, craning an engaging and informative space for families to context.



### **Daily Pilot** Building oases in a child-care desert, <u>First</u> 5 O.C. class helps women start home day cares



Graduates of an eight-week program that teaches students how to start their own in-home child-care businesses celebr the Boys & Girls Club of Garden Grove. (James Carbone)

By Sara Cardine Staff Writer

Nov. 22, 2024 2:06 PM PT

Costa Mesa's Scarlett Lobo was working in the mortgage loan industry but left her job two years ago to start a family. Now mother to a 15-month-old son, she's looking to reenter the workforce without having to leave his side.

Dennine Gardenhire, 57, of Mission Viejo, had to quit her job as a truck driver in 2019 due to an injury and now hopes to leverage her natural affinity and love for children in her next business venture.

Crystal Morillon, raising a young son in Anaheim, used her degree in child and adolescent development at various school districts but now wants to apply what she's learned in a more personal workplace — her home.

"I thought, since I just had a newborn baby, this would be the best opportunity to finally move from employee to CEO," the 35-year-old said of her professional journey.



(Plans Country of Fire 5 OC) The Orange Country In-Home Licensed Childcare Program is helping meet childcare needs one small business at a time.

Blanca Acevedo runs Estela's Playhouse Daycare in Mission Viejo, a bilingual small childcare business from her home, where she is able to create home-cooked meals, talk to the children in Spanish and have a close-knit connection with all of her families.

Acevedo always dreamt of running her own childcare business, but while she had the vision, she didn't know how to turn it into a reality until she found the Orange County In-Home Licensed Childcare Program. The

unique eight-week incubator program was started during the pandemic when economic challenges and the urgent need for childcare became in high demand for working parents.

For Acevedo, the program has allowed her to start a business that will continue to grow every year. "I started by taking 36 hours of classes through Zoom, in October I got my license and I've been running my.



First 5 OC CEO Kim Goll on Investing in Early Childhood & Community Impact

First 5 OC CEO Kim Goll has more than two decades of experience with the nationally recognized organization, supporting the needs of local young children and their families. Astiglik Khntchatryan



PHOTOGRAPH COURTESY OF KIM G What drew you to First 5 OC?

As far back as I can remember, I've always been passionate and committed to helping people. I got my master's in urban and regional planning at UC Irvine and soon after got involved with First 5. I've just absolutely failen in low with It because of the power of the science behind It. When you look at the ways in which the public can spend its money, early childhood is such a high return on investment.



ChamberTalk with North Orange County Chamber

EP 53: CEO Kim Goll's Leadership at First 5 Orange County

In this episode of ChamberTalk, we sit down with Kim Goll, CEO of First 5 Orange County, to discuss her 23-year journey with the organization and her passion for maximizing the potential of early childhood development.

# Kid Builders Videos



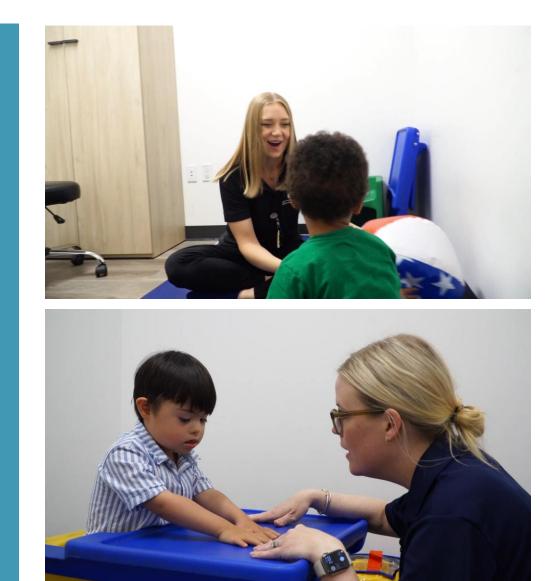




In response to parent feedback, Cornerstone collaborated with First 5 OC and Engaged Neighborhood families to **create 18 Kid Builders videos** showing real Orange County families doing various developmental activities at children's museums in La Habra and Irvine.

Click to watch videos

# Speech & Language Videos



Cornerstone worked with First 5 OC, Unlimited Possibilities, and Providence to create videos showing children during speech therapy sessions. These videos provide activities that families can do to build speech and language skills at home.

The first set includes **11 videos** in English, along with additional videos that include Vietnamese and Spanish subtitles.

Additional videos are in the works.

Click to watch videos

Ongoing Support Cornerstone provides additional communications support as needed, including:

- Media outreach
- Writing
- Annual report
- Policy communications
- Flyers and handouts
- Dyadic care communications support
- Home visiting communications and dashboard
- EDI results PR and social campaign
- Fatherhood engagement PR and social campaign
- Phase III child care PR and social campaign

### CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

#### RESOLUTION NO. \_\_-25-C&FC

#### June 4, 2025

RESOLUTION OF THE CHILDREN AND **FAMILIES** Α COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE NEGOTIATE AGREEMENT NO. PS-345. AND AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH CORNERSTONE COMMUNICATIONS FOR COMMUNICATIONS SERVICES; AND, AUTHORIZING APPROVAL AND EXECUTION OF SUCH **AGREEMENT ON BEHALF OF THE COMMISSION** 

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

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

WHEREAS, the President/CEO and Commission Counsel have prepared standard form agreements, which were approved by the Commission; and

WHEREAS, the Commission has authorized the President/CEO to enter into Agreement No. PS-345 with Cornerstone Communications (hereinafter referred to as the "Contractor"), at the President/CEO's sole discretion, for communications 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 4, 2025 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

<u>Section 3</u> 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.

<u>Section 4</u> 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.

<u>Section 7</u> 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 4, 2025 to wit:

AYES	Commissioners:
NOES:	Commissioner(s):
EXCUSED:	Commissioner(s):
ABSTAINED:	Commissioner(s)
	CHAIR
STATE OF CA	

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: \_\_-25-C&FC

Agenda Date: June 4, 2025

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

> Agenda Item 11 June 4, 2025

**DATE:** May 15, 2025

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

Ginilely Gel

ACTION: Adopt Resolution Authorizing Agreements with Organizations to Implement a Portion of the Black PEARL Model

#### SUMMARY:

In June 2024, the First 5 Orange County Board authorized an agreement with the Regents of the University of California, Irvine (UCI) to implement the Black PEARL model. This agenda item seeks authorization to enter into agreements with two organizations to implement the Black PEARL model.

### **DISCUSSION:**

Funded by the U.S. Department of Health and Human Services, Office of Minority Health, Black PEARL aims to improve birth outcomes for Black, Native Hawaiian, Pacific Islander, American Indian, and Alaska Native families by integrating culturally responsive community-based maternal support services into perinatal healthcare systems. University of California, Irvine (UCI) holds the agreement with the Department of Health and Human services for implementation of the work. They selected First 5 Orange County as a subcontractor to implement components of the scope of work, given our experience and ability to leverage existing partnerships and funding streams to maximize the grant impact. The funding that is requested for allocation in this agenda item has been secured by UCI; future funding for this project may be subject to federal actions. All funding agreements and procurement documents indicate the contingency of continued federal support.

Consistent with federal and university procurement policy, First 5 Orange County released two competitive processes to identify qualified organizations to support the Black PEARL initiative. A Request for Proposal was issued to select a Community Listening & Learning Sessions Facilitator to uplift community voice. The submittals were scored focusing on experience facilitating culturally responsive community engagement and demonstrated commitment to centering community voice. Based on this, staff recommends entering into an agreement in the amount of \$130,000 with Health Plus Studio Inc. for this work. They will engage Black families, birth workers, and stakeholders; synthesize community feedback to inform Black PEARL model improvements; and support the development of culturally responsive strategies to address maternal and infant health disparities.

The second selection process was a Request for Applications (RFA) to select up to five organizations to participate in the Learning Series and receive individualized technical assistance. Evaluation criteria included rationale for participation, experience serving Black and historically marginalized communities, commitment to continuous improvement, and capacity to manage public funding. Organizations selected for this work will complete an organizational assessment,

participate in peer learning and training sessions, and receive individualized technical assistance and funding to strengthen their operational capacity to deliver culturally responsive perinatal services.

Only one application was received through the initial Request for Application (RFA) from Pacific Islander Health Partnership. Based on the application review, staff recommends entering into an agreement with Pacific Islander Health Partnership for \$50,000 for this work. In addition, staff recommends opening this RFA for an additional sixty days to fund up to four more agencies at a maximum of \$50,000 each. This will allow us to strengthen and invest in a network of organizations and complete the year one grant deliverables.

It is essential to continue this work, as small community-based organizations play a vital role in advancing maternal health equity. Strengthening their infrastructure supports sustainability and ensures that culturally responsive care remains accessible to families who need it most.

These agreements advance Black PEARL's goal of strengthening community voice, building organizational capacity, and transforming systems to better support Black and other historically marginalized birthing families in Orange County. Staff recommends authorizing agreements for the term, amounts, and scope with each agency identified in Attachment 1.

### STRATEGIC PLAN & FISCAL SUMMARY:

The recommended action has been reviewed in relation to First 5 Orange County's Strategic Plan and is consistent with its goals. Revenue and expenditures related to this item are included in the Fiscal Year 2024-2025 Budget and will be included in the proposed Fiscal Year 2025-2026 and 2026-2027 Budgets.

### **PRIOR COMMISSION ACTIONS:**

- April 2025 Adopt Resolution Authorizing Agreement with BreastfeedLA for Black PEARL Community Social Support, Service Navigation, and Lactation Support
- February 2025 Authorize agreements with Birth Workers of Color Collective to Implement Doula Training and Support
- October 2024 Receive Update for Black PEARL Model Implementation
- June 2024 Authorize Agreement with the Regents of the University of California, Irvine to Accept up to \$740,000 Annually to Support Implementation of the Black PEARL Model
- June 2024 Authorize agreement with BreastfeedLA to implement the Black Infant Health Program
- December 2023 Authorize Agreement with the OC Health Care Agency to Accept Funding to Implement a Black Infant Health Program

### **RECOMMENDED ACTION:**

Adopt resolution (Attachment 2) authorizing the President/CEO, or designee, and Commission Counsel to negotiate and execute agreements identified in Attachment 1 for the terms, amounts, and scopes described.

### ATTACHMENTS:

- 1. Term Sheet
- 2. Resolution

**CONTACT:** Anaiah Brown

Organization	Agreement Number	Term	Total Maximum Obligation	Scope of Work
Health Plus Studio Inc	C-527	June 4, 2025-September 30, 2025	\$130,000	The contractor will plan and facilitate a series of Community Listening and Learning Sessions to engage community around the Black PEARL model. This includes developing outreach strategies, coordinating logistics, and partnering with First 5 Orange County, UCI, and the Black PEARL Community Advisory Board to shape session content. The contractor will document community feedback, synthesize findings in post-event reports, and present themes to key stakeholders. Sessions will focus on community voice, promote mutual learning, and inform ongoing implementation.
Pacific Islander Health Partnership	FCI-BP-01	June 4, 2025-September 30, 2025	\$50,000	The selected organization will participate in a two-phase learning and technical assistance program designed to strengthen operational infrastructure and expand culturally responsive perinatal services. Activities include completing an organizational assessment, identifying priority areas for improvement, attending peer learning sessions, and receiving tailored coaching and technical assistance. Participants will also collaborate with First 5 Orange County and UCI to build linkages with the healthcare system, contribute to a maternal health workgroup, and report on progress and outcomes through September 2025.
		Total	\$180,000	•

### CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

### RESOLUTION NO. \_\_\_\_-25-C&FC

#### June 4, 2025

RESOLUTION THE CHILDREN AND **FAMILIES** Α OF COMMISSION ORANGE COUNTY DIRECTING OF THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE NEW AGREEMENTS. AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH DESIGNATED INDIVIDUALS AND ORGANIZATIONS TO PROVIDE BLACK PEARL IMPLEMENTATION 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 President/CEO and Commission Counsel have prepared standard form agreements, which were approved by the Commission; and

WHEREAS, the Commission has authorized the President/CEO to enter into new agreements (hereinafter collectively referred to as "Agreements"), at the President/CEO's sole discretion, with the individuals and organizations (hereinafter referred to as the "Contractors") to provide Black PEARL Implementation Services for the terms, in the amounts, and on the conditions as described identified in the staff report, and applicable attachments, for the June 4, 2025 Agenda Item (hereinafter collectively referred to as the "Agenda Item"); and

**WHEREAS**, each Contractor desires to enter into the applicable 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 applicable 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 and 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.

<u>Section 2</u> Commission authorizes the President/CEO, or designee, and Commission Counsel to prepare and negotiate Agreements with each of the Contractors to provide Home Visiting services for the terms and in the amounts and on the conditions consistent with the Agenda Item; and

<u>Section 3</u> 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 grant 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.

<u>Section 4</u> 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.

<u>Section 7</u> 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 4, 2025 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: \_\_\_\_\_-25-C&FC

Agenda Date: June 4, 2025

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)

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



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

> Agenda Item 12 June 4, 2025

DATE: April 28, 2025

TO: First 5 Orange County

FROM:

Kimberly Goll, President/CEO Gunderly, Sel

Adopt Resolution Authorizing Agreements and Amendments to Agreements with ACTION: **Designated Organizations for Home Visiting Services** 

### SUMMARY:

This agenda item requests approval of a corrected term sheet for the infant and toddler home visiting providers previously approved by the First 5 Orange County Board in April 2025. Staff identified missing information from the original term sheet. Additional funding for All for Kids Organization is requested for this item.

### **DISCUSSION:**

In April, the First 5 Orange County Board approved an additional three years of funding for existing infant and toddler home visiting service providers. For one of the six home visiting providers contracted for infant and toddler home visiting services, All for Kids Organization, the term sheet approved by the Board listed incorrect funding amounts for fiscal years 2025-2026 through 2027-2028, as well as for the maximum obligation. Staff recommends approval of additional funds in the amount of \$244,649 for the corrected amended maximum obligation of \$4,293,897. The corrected term sheet is provided as Attachment 1. There are no other substantive changes proposed; the scope of work and three-year term remains the same as previously approved by the Board.

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

The recommended action has been reviewed in relation to the Strategic Plan and is consistent with all goal areas. Funding for this item will be included in the Fiscal Year 2025-2026 Final Amended Budget.

### PRIOR COMMISSION ACTION:

April 2025 – Adopt Resolutions Authorizing Agreements and Amendments to Agreements with the Designated Network of Providers for Home Visiting Services

### **RECOMMENDED ACTION:**

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

### ATTACHMENTS:

- 1. Corrected term sheet
- 2. Resolution

CONTACT: Yvette Nuñez

Attachment 1

Home Visiting Providers	Agreement #	Amended Term	FY 24/25	FY25/26	FY26/27	FY 27/28	Amended Maximum Payment Obligation	Scope of Work
All for Kids Organizaton (formerly Children's Bureau of Southern California)	FCI-BN6-14 (2nd Amendment)	7/1/24 - 6/30/28	\$912,312	<mark>\$1,072,312</mark> \$1,097195	<mark>\$1,072,312</mark> \$1,127195	<mark>\$992,312</mark> \$1,157195	<mark>\$4,049,248</mark> \$4,293,897	Provide family support, facilitate family wellness plans as needed, case management services, and integrate CHW 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
The Priority Center, Ending the Generational Cycle of Trauma, Inc. (TPC)	FCI-BN6-15 (1st Amendment)	7/1/24 - 6/30/28	\$1,021,966	\$1,092,505	\$1,092,505	\$1,092,505	\$4,299,481	Provide family support, facilitate family wellness plans as needed, case management services, and integrate CHW 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
Abrazar, Inc.	FCI-BN6-16 (1st Amendment)	7/1/24 - 6/30/28	\$47,000	\$90,900	\$90,900	\$90,900	\$319,700	Participate in home visiting services, integration of CHW and supportive services that include providing guidance, facilitating family welness plans as needed, and support in developing network outreach strategies and group connections for families. Continuous participation in Home Visiting Collaborative.
Asian American Senior Citizens Service Center (AASCSC)	FCI-BN6-17 (1st Amendment)	7/1/24 - 6/30/28	\$55,000	\$89,666	\$89,666	\$89,666	\$323,998	Participate in home visiting services, intergration of CHW and supportive services that include: serving as an overflow provider to support County's home visiting waitlist by providing family support, family wellness plans as needed, 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.
Orange County Children's Therapeutic Arts Center (OCCTAC)	FCI-BN6-18 (1st Amendment)	7/1/24 - 6/30/28	\$46,000	\$80,500	\$80,500	\$80,500	\$287,500	Participate in home visiting services, intergration of CHW, 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.
OMID Multicultural Institute for Development (OMID)	FCI-BN6-19 (1st Amendment)	1/1/25 - 6/30/28	\$27,685	\$89,605	\$89,605	\$89,605	\$296,500	Participate in home visiting services, intergration of CHW and supportive services that include: serving as an overflow provider to support County's home visiting waitlist by providing family support, family wellness plans as needed 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.

Data Base Supports	Agreement #	Term	FY25/26	Maximum Payment Obligation	Scope of Work
Child Guidance Center	FCI-PN3-04 (1st Amendment)	7/1/24- 6/30/26	\$90,000+\$85,000	\$175,000	Provide training of professional in Parent Child Interaction Therapy (PCIT) and PC CARE a six session dyadic treatment program for families that are interested in improving caregiver- child relationships
My Team Effort, Inc.	PS-338 (New Agreement)	7/1/25- 6/30/26	\$65,000	\$65,000	Provides database development, system testing, monitoring, system training materials, implmentation services and interaface supports for reporting.
NetChemistry, Inc.	PS-339 (New Agreement)	7/1/25- 6/30/26	\$165,000	\$165,000	Proides an on-line database to collect data for funded partners. System be maintained in compliance with Health Insurance Portability and Accountability Act (HIPPA) data.
DataKeeper Technologies, LLC	PS-340 (New Agreement)	7/1/25- 6/30/26	\$84,650	\$84,650	Provide database support for management of multi-model home visiting monitoring, performance tracking, reporting (requirement of Parents as Teachers and Health Families America models).
Raygoza Consulting, LLC	PS-327 (3rd Amendment)	7/1/24 - 6/30/26	\$20,000+ \$25,000 + \$15,000 (3rd Amendment)	\$60,000	Provide performance management development support.

#### CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

#### RESOLUTION NO. \_\_\_\_-25-C&FC

#### June 4, 2025

RESOLUTION THE CHILDREN AND **FAMILIES** Α OF COMMISSION ORANGE COUNTY DIRECTING OF THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE NEW AGREEMENTS, OR AMENDMENTS TO CURRENT AGREEMENTS, AT THE PRESIDENT/CEO'S SOLE **DISCRETION**, DESIGNATED INDIVIDUALS WITH AND ORGANIZATIONS TO PROVIDE 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 President/CEO and Commission Counsel have prepared standard form agreements, which were approved by the Commission; and

WHEREAS, the Commission has authorized the President/CEO to enter into new agreements or amendments to current agreements (hereinafter collectively referred to as "Agreements"), at the President/CEO's sole discretion, with the individuals and organizations (hereinafter referred to as the "Contractors") to provide Home Visiting Services for the terms, in the amounts, and on the conditions as described identified in the staff report, and applicable attachments, for the June 4, 2025 Agenda Item (hereinafter collectively referred to as the "Agenda Item"); and

**WHEREAS**, each Contractor desires to enter into the applicable 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 applicable 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 and 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.

<u>Section 2</u> Commission authorizes the President/CEO, or designee, and Commission Counsel to prepare and negotiate Agreements with each of the Contractors to provide Home Visiting services for the terms and in the amounts and on the conditions consistent with the Agenda Item; and

<u>Section 3</u> 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 grant 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.

<u>Section 4</u> 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.

<u>Section 7</u> 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 4, 2025 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: \_\_\_\_\_-25-C&FC

Agenda Date: June 4, 2025

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)

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



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

> Agenda Item 13 June 4, 2025

**DATE:** May 19, 2025

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

Genelicly Gel

ACTION: Adopt Resolution Authorizing Agreement with Health Management Associates to Provide Technical Assistance for Medi-Cal Leveraging and Home Visiting Strategies

#### SUMMARY:

At the April 2025 meeting, the First 5 Orange County Board received an update regarding the role of First 5 OC in supporting the Home Visiting Collaborative. This item requests approval to enter into a new agreement with Health Management Associates to provide ongoing technical assistance, expertise, and strategic guidance for the Home Visiting Collaborative (HVC) and other Medi-Cal leveraging opportunities.

#### **DISCUSSION:**

In 2021 and again in 2023, First 5 Orange County was awarded \$200,000 of Home Visiting Coordination funds from First 5 California for home visiting system coordination work. The grants improved local coordination of home visiting services across Orange County providers and supported a shift from viewing home visiting as a set of distinct programs and providers towards the perspective of home visiting as an interconnected system.

Health Management Associates (HMA) has facilitated the HVC and provided the backbone infrastructure necessary for system coordination and management. In June 2025, funding from First 5 California will sunset, consequently ending the funding for HMA's HVC work at its current level of funding and intensity. First 5 OC will be stepping in as the backbone agency for the collaborative, to support and sustain the work of the HVC. HMA is on First 5 OC's qualified consultant list and has a unique understanding of Medi-Cal, home visiting models, and statewide coordination efforts. Staff have identified several areas that would benefit from continued support and believe that HMA is uniquely positioned to provide it. This includes the following areas:

- 1. Supporting First 5 OC in its role as the backbone for the Home Visiting Collaborative (HVC) and conducting research as necessary in response to issues identified by the HVC and/or workgroups. Research may focus on local efforts, strategies and solutions developed by similar collaboratives and/or national best practices.
- 2. Providing ongoing health technical assistance, expertise, and strategic guidance to support the development of strategies for system improvement and evaluation; reviewing existing programs to identify opportunities for enhanced outcomes, leveraged funding, and improved sustainability; and applying insights from statewide work with other First 5 organizations.

- 3. Responding to specific requests for project assistance, which may include:
  - Providing technical assistance, updates and reviews concerning Medi-Cal policies, benefits, and requirements for maternal and pediatric care with a particular focus on the roll-out of the doula, community health worker, and dyadic care benefits.
  - Analyzing data to support decision making and financial planning (e.g., intergovernmental transfers)

### STRATEGIC PLAN & FISCAL SUMMARY:

The recommended action has been reviewed in relation to First 5 Orange County's Strategic Plan and aligns with the Get Involved Early, Elevate Equity, Empower Champions, and Systems of Care strategies. Funding for this request will be included with the FY 2025-2026 budget.

# PRIOR COMMISSION ACTIONS:

- April 2025 Update on County Coordination of Home Visiting Services, Funding, Activities and First 5 Orange County Transition into Backbone Role
- February 2023 Authorize Agreement with First 5 California to Support Home Visiting Coordination Work
- December 2022 Update on Countywide Coordination of Home Visiting Services, Funding, and Activities
- June 2022 Funding for HMA to continue supporting HVC facilitation
- December 2021 Update on Countywide Coordination of Home Visiting Services, Funding, and Activities
- February 2020 Commission Adoption of Agreements for Prenatal-to-Three Services

### **RECOMMENDED ACTION:**

Adopt resolution (Attachment 1) authorizing the President/CEO, or designee, and Commission Counsel to prepare and negotiate a new agreement, PS-347, with Health Management Associates to support program implementation and planning for a term of one year starting on July 1, 2025 in an amount not to exceed \$125,000.

### ATTACHMENT:

1. Resolution

**CONTACT:** Sara Brown

#### CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

#### RESOLUTION NO. \_\_\_\_-25-C&FC

#### June 4, 2025

RESOLUTION THE **CHILDREN** AND **FAMILIES** Α OF COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENT NO. **PS-347.** AT THE PRESIDENT/CEO'S **DISCRETION**, WITH SOLE HEALTH MANAGEMENT ASSOCIATES TO SUPPORT THE HOME VISITING COLLABORATIVE; 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 has authorized the President/CEO to enter into Agreement No. PS-347 with Health Management Associates (hereinafter referred to as the "Contractor"), at the President/CEO's sole discretion, to support the Home Visiting Collaborative (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 4, 2025 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

<u>Section 3</u> 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.

<u>Section 4</u> 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.

<u>Section 7</u> 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 4, 2025 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: \_\_\_\_\_-25-C&FC

Agenda Date: June 4, 2025

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

> Agenda Item 14 June 4, 2024

**DATE:** April 29, 2025

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

Ginilely Gel

ACTION: Adopt Resolution Authorizing an Agreement with Community for Innovation, Entrepreneurship, Leadership and Opportunity (CIELO) to Administer Stipends to Family Child Care Business Incubator Participants

#### SUMMARY:

First 5 Orange County is increasing quality infant and toddler child care by building the capacity of childcare providers through a business incubator program. This item requests funding for stipends for participants who complete the child care business incubator program.

#### DISCUSSION:

First 5 OC has prioritized increasing access to infant and toddler care through the creation of the child care business incubator program. We are in the third year of implementation of this initiative that includes a child care business incubator program in partnership with 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 childcare training sessions
- A business coach from SBDC
- A peer guide from the Orange County Association for the Education of Young Children (OCAEYC)
- Licensing support from First 5 OC staff and consultants
- Program navigation from CIELO staff
- Childcare system supports for professional growth, through enrollment in Quality Start OC
- Resources for families in their care including from Orange County Department of Education, Children's Home Society, Think Together, Start Well, Help Me Grow, and local school districts.

First 5 OC has provided stipends to program participants who complete the trainings and apply for and receive their child care license. Since launching in 2023, the Business Incubators executed by CIELO and SBDC (WBC) have seen the successful opening of 53 new Family Child Care businesses resulting in at least 424 new child care slots, with 212 specifically for infants and toddlers (as of April 24, 2025).

Much has been learned through the business workshops about the process of supporting participants to apply for and receive a license. In an effort to incentivize participants that are committed to opening an in-home business, staff recommends moving from offering three stipends to implementing a two-part stipend that would include a first payment after completing the coursework and submitting a child care licensing application; and a second payment after they

have been granted the license from California Department of Social Services. This change ensures funds are provided to individuals who are the most likely to open and sustain a child care program, given that we have a 100% success rate of participants opening a program who apply for and receive a license. The revised model will streamline the process for participants, prioritize those who demonstrate readiness and follow-through, and provide direct support for business start-up or expansion needs. Individuals interested in becoming a Family, Friend, and Neighbor (FFN) provider who participate in the program but do not move forward with licensing their program will continue to be supported through CIELO's FFN Incubator program.

Based on the success of this workforce development effort, staff recommends continuing the support to future child care in-home providers via the stipend program with an additional \$250,000 of funding for a term of two years.

# 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 2025-2026 and 2026-2027 Budgets.

### **PRIOR COMMISSION ACTIONS:**

- April 2023 Authorized 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 2024 Authorized Agreement No. FCI-CC-02 with CIELO to administer stipend program to participants who complete the described coursework as well as receive a family child care license.

### **RECOMMENDED ACTION:**

Adopt resolution (Attachment 1) authorizing President/CEO, or designee, and Commission Counsel to prepare and negotiate Agreement No. PS-346, at the President/CEO's sole discretion, with CIELO in the amount of \$250,000 for the term of July 1, 2025 to June 30, 2027 to administer stipends for family child care business incubator participants.

# ATTACHMENT:

1. Resolution

**CONTACT:** Cristina Blevins

#### CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

#### RESOLUTION NO. \_\_\_\_-25-C&FC

#### June 4, 2025

RESOLUTION OF THE CHILDREN AND **FAMILIES** Α COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE NEGOTIATE AGREEMENT NO. **PS-346.** AND AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH COMMUNITY FOR INNOVATION, ENTREPRENEURSHIP, LEADERSHIP AND **OPPORTUNITY (CIELO) TO ADMINISTER STIPDENDS FOR** FAMILY CHILD CARE BUSINESS INCUBATOR PARTICIPANTS; 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 has authorized the President/CEO to enter into Agreement No. PS-346 with Community for Innovation, Entrepreneurship, Leadership and Opportunity (CIELO) (hereinafter referred to as the "Contractor"), at the President/CEO's sole discretion, to administer stipends for family child care business incubator participants (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 4, 2025 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

<u>Section 3</u> 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.

<u>Section 4</u> 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.

<u>Section 7</u> 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 4, 2025 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: \_\_\_\_\_-25-C&FC

Agenda Date: June 4, 2025

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

> Agenda Item 15 June 4, 2025

**DATE:** May 27, 2025

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

Genelily Gel

ACTION: Receive the President/Chief Executive Officer's Report

#### Governor's May Revision: Impact on Children's Health and Services

Governor Newsom's latest budget proposal, known as the May Revision, reflects changes made to address a \$12 billion shortfall in the state budget. While the state continues to invest in health programs for children and families, some difficult choices were made. The state will continue funding Medi-Cal, the health insurance program for low-income Californians, which currently covers nearly 15 million people, including many children. However, the Governor is proposing to freeze new enrollment for undocumented adults next year, remove some benefits like dental and long-term care, and introduce new monthly premiums starting in 2027. Related to children's mental health, the state is keeping some investments in crisis support services, including a \$17.5 million boost to the 988 Suicide and Crisis Lifeline, but no major expansions are planned.

The budget includes about \$7 billion for child care programs and continues supporting child care providers with rate increases that better reflect the actual cost of care. This will help providers stay open and serve more families. However, some planned increases, like the cost-of-living adjustment and additional emergency child care support, are being paused to save money. Funding for home visiting programs remains level, though no new expansions were announced. The state is also continuing its work to simplify and improve how providers are paid. The Legislature is in the final phase of budget negotiations, with the state budget expected to be finalized by June 15. You can find the full budget summary <u>here</u>. Attachment 1 is the First 5 Association's bill tracker for a full list of child- and family-related bills that are under review.

#### **Developmental Play Groups Launch**

Since November 2024, First 5 Orange County has been working with community partners to develop and pilot developmental play groups (DPGs) as part of our prenatal-to-three continuum of care. Recognizing the diverse needs and landscape analysis which revealed that there is a gap of about 10,000 families who could benefit from perinatal services, we developed a postnatal strategy that integrates the use of Community Health Workers (CHWs) to address postpartum depression, increase social supports during critical periods, and prioritize early maternal and paternal relational health. In April and May 2025, First 5 OC supported a small-scale DPG pilot with three First 5 OC partners: Sacred Path Indigenous Wellness Center, focused on native and OC Tribal populations; the Santa Ana Early Learning Initiative, focused on Latino population; and Latino Dad Connection focused on the paternal dyad. We believe it is important to continue building our knowledge and community partnership to enhance, grow, and leverage learnings from developmental play groups. Work with the partners mentioned above will continue and a Request for Information (RFI) will be released to identify additional providers interested using

CHWs to facilitate DPGs. Staff anticipate returning to the First 5 Orange County Board in late 2025 with additional DPG findings and the results of the RFI.

#### Financial Update

The Investment Report (Attachment 2) summarizes investment activities for the three-month period of January 1 through March 31, 2025. 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 3) and April (Attachment 4) are attached. The reports summarize information regarding year-to-date revenue, expenses, and Encumbrances.

### Action Plan Update

A summary matrix with a high-level overview of progress on our Action Plans, as well as staff leads, is provided as Attachment 5.

A more detailed summary of accomplishments and challenges for each Action Plan is provided as Attachment 6. Below are a few highlights from our work over the past two months.

- Filmed a series of Kid Builder videos with real OC families illustrating some of the activities.
- Trained and used a group of volunteers from UCI for a Kid Builder event for the first time.
- Led a social media campaign highlighting the important work of home visitors during National Home Visiting Week.
- Worked with three community partners to launch three developmental play groups.
- Facilitated a prenatal group series in south Orange County.
- Championed our work with multiple legislators and their office staff at First 5 Advocacy Day in Sacramento.
- Finalized and posted a series of speech videos for young children, created in partnership with Unlimited Possibilities.
- Launched the Engaged Neighborhoods Initiative evaluation.
- Completed Early Development Index data collection for 2025.

#### Attachments:

- 1. Bill Tracker
- 2. Investment Report
- 3. March 2025 Financial Highlights
- 4. April 2025 Financial Highlights
- 5. Action Plan Status Matrix
- 6. Action Plan Summary of Progress

Attachment 1

Bill No.	Author	Description	Status	Position
<u>AB 29</u>	Arambula	Medi-Cal: ACEs screenings: This bill would require the department to include community-based organizations and local health jurisdictions that provide health services through community health workers and doulas, that are enrolled Medi-Cal providers, as providers qualified to provide, and eligible to receive payments for, ACEs trauma screenings.	Asm. Health	Support
<u>AB 49</u>	Muratsuchi	School sites: entry requirements: immigration enforcement: This bill would prohibit schools from allowing Immigration and Customs Enforcement (ICE) to enter a school site for any purpose without providing valid identification, a written statement of purpose, and a valid judicial warrant, and receiving approval from the superintendent (school district or county office of education) or the principal of the charter school, or their designee, as applicable.	Asm. Jud.	Support
<u>AB 55</u>	Bonta	Alternative birth centers: licensing and Medi-Cal reimbursement: this bill would ease some certification and licensing requirements to try to keep remaining birth centers open and potentially allow for more facilities to open.	Asm. Approps	Support
<u>AB 73</u>	Jackson	Black mental health navigator certification: would require the department to develop criteria for a specialty certificate program and specialized training requirements for a Black Mental Health Navigator Certification.	Asm. Approps.	

<u>AB 96</u>	Jackson	Community health workers: specifies that a "community health worker" includes a peer support specialist and would deem a certified peer support specialist to have satisfied all education and training requirements developed by the department for certification as a community health worker.		
<u>AB 318</u>	Alanis	Child daycare: application fees: Existing law requires DSS to charge an applicant for licensure an initial application fee and an annual license fee and authorizes a child daycare facility to use business or personal check to pay the annual license fee. This bill would also authorize a child daycare facility to use a business or personal check to pay the initial application fee and require the department to accept credit card payments for initial application fees and license fees from child daycare facilities.	Asm. Human Services	
<u>AB 339</u>	Ortega	This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 120 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization. The bill would require the notice to include specified information, including the anticipated duration of the contract. The bill would also require the public agency, if an emergency or other exigent circumstance prevents the public agency from providing the written notice described above, to provide as much advance notice as is practicable under the circumstances. If the recognized employee organization demands to meet and confer within 30 days of receiving the written notice, the bill would require the public agency and recognized employee organization to promptly meet and confer in good faith, as specified. By imposing new duties on local public agencies, the bill would impose a state-mandated local program.	Asm. Approps	

<u>AB 350</u>	Bonta	Health care coverage: fluoride treatments: would require health plans to provide coverage for application of fluoride varnish in the primary care setting for children under 21 years of age. This bill would make the application of fluoride a covered benefit under Medi-Cal.	Asm. Health	
<u>AB 397</u>	Gonzalez	Personal income tax law: young child tax credit: existing law defines "qualified taxpayer" to include an eligible individual who has a qualifying child younger than 6 years old as of the last day of the taxable year. This bill would change the definition to mean a child younger than a specified age as of the last day of the taxable year and would make an appropriation by increasing the payments from the Tax Relief and Refund Account.	Asm. Rev. and Tax Suspense	Support
<u>AB 398</u>	Ahrens	Personal income tax: earned income tax credit: The Personal Income Tax Law allows an earned income tax credit against personal income tax and a payment from the Tax Relief and Refund Account for an allowable credit in excess of tax liability to an eligible individual that is equal to that portion of the earned income tax credit allowed by federal law, as determined by the earned income tax credit adjustment factor, as specified. The law provides that the amount of the credit is calculated as a percentage of the eligible individual's earned income and is phased out above a specified amount as income increases and provides alternative calculation factors under specified circumstances. Existing law, for taxable years beginning on or after January 1, 2020, and until and including the taxable year in which the minimum wage is set at \$15 per hour, requires the phaseout percentage for eligible individuals to be recalculated by the Franchise Tax Board so that the calculated amount of credit for a taxpayer with an earned income of \$30,000 is equal to zero. This bill, for taxable years beginning on or after January 1, 2025, if the amount of credit computed for an eligible individual is less than \$355, as specified, would allow the credit for the eligible individual to be \$355 instead, except as otherwise specified.	Asm. Rev. & Tax Suspense	

<u>AB 403</u>	Ortega	Medi-Cal: community health worker services: would require the department to annually review the above-described outreach and education efforts conducted by Medi-Cal managed care plans and would require the department to annually conduct analysis of the CHW services benefit, submit each analysis to the Legislature, and publish each analysis on the department's website.	Asm. Approps.	Support
<u>AB 495</u>	Rodriguez	Family Preparedness Plan Act of 2025: this bill requires schools to implement specific policies from the Attorney General's updated guidance by January 1, 2026, ensuring family emergency contact planning support, including education on Caregiver Authorization Affidavids and the importance of updating emergency contact information.	Asm. Jud.	
<u>AB 563</u>	Jackson	Childcare: strategic planning councils: This bill would rename "local planning council" to "strategic planning council" and would revise the definition of "childcare" to include early childhood education services. The bill would revise the makeup requirements for strategic planning councils, as provided. The bill would authorize a county board of supervisors and a county superintendent of schools to merge the strategic planning council with the Quality Rating and Improvement System local consortia or with another strategic planning council in a contiguous county under certain conditions, as provided. The bill would repeal all the requirements imposed on strategic planning councils in order for the strategic planning council to identify local priorities, except those listed above, as provided.	Asm. Human Services	Watch

<u>AB 607</u>	Rodriguez	CalWORKs: home visiting programs: extends the time on the program to at least 24 months, and not to exceed the duration of the applicable home visiting program model, and would extend the maximum age of the child at the time of enrollment to less than 36 months of age.	Asm. Approps.	Recommend support
<u>AB 753</u>	Garcia	Childcare: facility licensure: teacher requirements: This bill would temporarily allow California state preschool program (CSPP) and a general childcare and development (CCTR) program, beginning July 1, 2026, to allow interim associate teachers up to two years from the date of hire to obtain required credentials for a Child Development Associate Teacher permit.	Asm. Human Services	Recommended Support
<u>AB 904</u>	Aguiar- Curry	Childcare services: workday. Existing law, the Child Care and Development Services Act, administered by the State Department of Social Services, requires the department to administer childcare and development programs that offer a full range of services to eligible children from infancy to 13 years of age, inclusive. Existing law designates the department as the single state agency responsible for the promotion, development, and provision of care of children in the absence of their parents during the workday. Existing law defines "workday" for purposes of the act to mean the time that a parent requires temporary care for a child for specified reasons, including to undertake training in preparation for a job or to undertake or retain a job. This bill would revise "workday" to additionally include the time that a parent requires temporary care for a child to search for a job, provide care for oneself during a pregnancy-related leave from work, or provide care for a family member during a period of paid family leave.	Asm. Human Services	
<u>AB 997</u>	Stefani	"Have a Heart, Be A Star, Help Our Kids" license plate program: increases the fees for "Have a Heart, Be a Star, Help Our Kids" license plates and allocates 50% of the fees to state and local child care provider licensure, oversight, recruitment, training, and development, and the remainder to child care safety and health.	Asm. Human Services	Support

<u>AB 1025</u>	Pellerin	Standby Guardianship: This bill authorizes parents to use a new tool called "standby guardianship" to choose another adult to take care of their child or children if they are subject to an adverse immigration action such as deportation or detention. This bill involves the court after the adverse immigration action occurs to create oversight and an additional level of protection for the child (or children). While the standby guardian has the duties and powers of a guardian while provisionally appointed and upon formal appointment, the rights of the custodial parent remain superior ot the rights of the standby guardian - an important provision to simplify reunification.	Asm Jud.	Watch
<u>AB 1121</u>	Rubio, Blanca	Early literacy: professional development: instructional materials: this bill would require the Department of Education to develop a list of recommended professional development and training programs related to effective means of teaching literacy and reading skills and require school districts, county offices of education, and charter schools to ensure participation in an approved professional development and training program. The bill would also require adoption of instructional materials that are adhere to effective means of teaching literacy and foundational reading skills.	Asm. Ed.	
<u>AB 1129</u>	Rodriguez	Birth defects monitoring: This bill would allow (but not require) a Local Health Officer (LHO) to make birth defects and birth conditions occurring or diagnosed in a child's first year reportable and to implement a local birth reporting for those birth defects and conditions program.	Asm. Health	Support
<u>AB 1428</u>	Muratsuchi	<ul> <li>California Affordable Child Care Act: this bill creates the California</li> <li>Affordable Child Care Fund in the State Treasury with revenues generated</li> <li>through a 0.5% income tax on personal income of an individual through</li> <li>LLCs, LLPs, S-Corps, and partnerships and corporations earning over \$10</li> <li>million annually. Entities are exempted from this tax for the following: 1)</li> <li>Providing child care for their employees during working hours.</li> <li>2)Reimbursing employees for child care services. Revenues from the fund</li> <li>will be used for the following:</li> <li>Lower child care rates for families.</li> </ul>	Asm. Comm on Rev. & Tax	

AB 1471	Soria	<ul> <li>Increase the number of child care slots by hiring additional employees.</li> <li>This bill ensures long-term investments in California's child care system, and makes child care more affordable, accessible, and sustainable for working families.</li> <li>Child care providers: spot bill</li> </ul>	Asm. Rules	
<u>AB 1474</u>	Patterson	Community-based perinatal care: Existing law establishes the State Department of Public Health and sets forth its powers and duties, including, but not limited to, implementation and administration of a community-based system of comprehensive perinatal care for eligible women and infants. Existing law states the goals of the community-based comprehensive perinatal health care system as decreasing and maintaining the decreased level of perinatal, maternal, and infant mortality and morbidity and supporting methods of providing comprehensive prenatal care that prevent prematurity and the incidence of low birth weight. This bill would make technical, nonsubstantive changes to those goals.	Asm. Rules	
<u>ACR 18</u>	Sharp- Collins	Maternal Health Awareness Day: would proclaim January 23, 2025 as Maternal Health Awareness Day.	Passed Asm. 1/30/25; sent to Senate.	
<u>SB 32</u>	Weber Pierson	Maternity ward closures.	Sen. Rules	
<u>SB 68</u>	Menjivar	Major food allergens: this bill would add sesame to the list of major food allergens. The bill, commencing July 1, 2026, would require a food facility that serves or sells restaurant-type food to the consumer to include on all of its menus written notification of the major food allergens contained as an ingredient in each menu item, as specified. By expanding the scope of existing crimes and by imposing new duties on local health officials, this bill would impose a state-mandated local program.	Sen. Approps	

<u>SB 99</u>	Blakespear	Family childcare homes: United States Armed Forces: Existing law requires the CA Dept of Social Services to license and regulate family daycare homes. This bill would exempt from state licensure a family childcare home certified as a family childcare provider by a branch of the U.S. military and who exclusively provides care for military families (thereby eliminating the redundancy of licensing through the state). The bill would also require the local bases to notify DSS with a list of certified childcare homes that will be exempt, as well as report incidents, post notices on the status of the facility, and certify that they meet California health and safety requirements. The bill also gives priority to these daycare homes for annual DSS inspections, including if they are participating in a QRIS.	Asm. Rules	
<u>SB 228</u>	Cervantes	Comprehensive perinatal services program: This bill would transfer the administration of the program for CDPH to DHCS and authorize DHCS to enter into MOU or interagency agreement with CDPH to implement the program as needed.	Sen. Health	
<u>SB 257</u>	Wahab	Pregnancy As a Recognized Event for Nondiscriminatory Treatment (PARENT) Act, would make pregnancy a triggering event for purposes of enrollment or changing a health benefit plan. The bill would prohibit a health care service plan contract or disability insurance policy issued, amended, or renewed on or after January 1, 2026, that provides coverage for maternity services or newborn and pediatric care services from taking specified actions based on the circumstances of conception, including denying, limiting, or seeking reimbursement for maternity services or newborn and pediatric care services because the enrollee or insured is acting as a gestational carrier.	Sen. Health	
<u>SB 324</u>	McGuire	Medi-Cal: enhanced care management and community supports: this bill would require a Medi-Cal managed care plan, for purposes of covering the ECM benefit, or if it elects to cover a community support, to contract with community providers, as defined, whenever those providers are available in the respective county and have experience in providing the applicable ECM or community support, and can demonstrate that they are capable of providing access and meeting quality requirements in accordance with Medi-Cal guidelines.	Sen. Approps	

<u>SB 626</u>	Smallwood- Cuevas	Maternal health screenings and treatment: This bill would require a licensed health care practitioner who provides perinatal care for a patient to screen, diagnose, and treat the patient for a maternal mental health condition	Sen. Health	Support
<u>SB 669</u>	McGuire	Rural hospitals: standby perinatal medical services: this bill would require CDPH to establish a 5-year pilot project to establish standby perinatal medical services. To qualify, critical access and individual and small system rural hospitals would have to meet specified requirements, including that the hospital (1) be greater than 60 minutes from the nearest hospital providing full maternity services, (2) not have closed a full maternity or labor and delivery department within the past 3 years, and (3) agree to provide routine labor and delivery services or have an agreement with a freestanding birth center, as specified. The bill would require a hospital selected for a pilot program to comply with certain requirements, including among others, having and maintaining specified staff, services, and equipment. The bill would require a physician, as specified, to have overall responsibility for a pilot program under these provisions. This bill contains other related provisions.	Sen. Health	Support
<u>SB 778</u>	Limón	Migrant childcare and development programs: Existing law, the Child Care and Development Services Act, requires the State Department of Social Services to administer childcare and development programs, including, among others, migrant childcare and development programs. Existing law, for purposes of migrant childcare and development programs, defines a "migrant agricultural worker family" as a family that has earned at least 50% of its total gross income from employment in fishing, agriculture, or agriculturally related work during the 12-month period immediately preceding the date of application for childcare and development services. Existing law requires the children of these families to be enrolled in child development programs on the basis of specified priorities, including priority to children whose families move from place to place. This bill would instead define a "migrant agricultural worker family" as a family with at least one individual who has earned at least 40% of their total gross income from employment in fishing, agriculture, or agriculturally related work during the	Sen. Human Services	

		12-month period immediately preceding the date of application for childcare and development services. The bill would authorize the individual to obtain and provide specified documentation necessary to establish their current income eligibility.		
<u>SB 792</u>	Arreguín	Childcare: state median income threshold: Under existing law, for purposes of establishing initial income eligibility for services under the Child Care and Development Services Act, "income eligible" means that a family's adjusted monthly income is at or below 85% of the state median income, adjusted for family size. Existing law requires, to be eligible for the third stage of childcare services, CalWORKS participants to have an income that does not exceed 70% of the state median income, adjusted for family size, as specified. This bill would revise the income eligibility for the third stage of childcare services to also be 85% of the state median income, adjusted for family size.	Sen. Huan Services	Support
SCR 9	Weber Pierson	Would proclaim January 23, 2025, as Maternal Health Awareness Day.	Chaptered	

#### **OVERVIEW**

This report summarizes the Commission's cash balances in the records of the County Treasury for the three-month period from January 1 through March 31, 2025.

# COMMISSION'S CASH BALANCES

The primary objective is to invest the Commission's cash to provide safety of principal and liquidity, while providing a reasonable return on investments. Currently, 100% of the Commission's funds are invested in the Orange County Treasury Pool (OCTP) that totaled \$73,207,093 on March 31, 2025. 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. OCTP provides daily liquidity for pool participants.—As of January 1, 2025, the Board did not renew the authority to invest and reinvest public funds in the OCTP to the County Treasurer and, therefore, is now the named fiduciary, subject to the prudent investor standard, responsible for the investing of funds in the OCTP. The March report of the Statement of Assets in the County Treasury can be viewed at <u>octreasurer.gov/publicfunds</u>.

# COMMISSION'S CASH AND SELECTED OCTP PERFORMANCE SUMMARY – QUARTERLY

The following table presents an overview of the Commission's cash invested in the OCTP for the months of January, February, and March 2025. The net year-to-date yield for fiscal year 2024/2025 is 4.276%, higher than the original forecast for the rest of the fiscal year. The County Investment Manager has informed us that the forecasts for the OCTP gross and net yield for fiscal year 2024-2025 were lowered in March 2025 from 4.00% and 3.95% to 3.75% and 3.72% respectively and the March investment administrative charged decreasing to 1.0 basis point. The OCTP has a Net Asset Value of 1.00 and there is sufficient liquidity to meet the forecast expenditures for the next six months for the pool participants based on the current cash forecast.

Month Ended	Commission's Month End Balance	Commission's Monthly Gross Yield	OCTP Interest Receivable <sup>(1)</sup>	OCTP Market Value	OCTP Book Value	OCTP Weighted Average Maturity (Days)	OCTP Net Asset Value	OCTP Duration
January	\$ 73,789,014	4.201%	\$ 114,830,238	\$ 15,475,478,899	\$ 15,471,789,336	283	1.00	0.75
February	\$ 73,030,832	4.370%	\$ 97,448,326	\$ 15,165,485,625	\$ 15,148,278,623	272	1.00	0.71
March	\$ 73,207,093	4.120%	\$ 86,953,598	\$ 15,261,766,579	\$ 15,236,437,367	281	1.00	0.72

(1) Interest Receivable has been broken out separately from OCTP Market Value.

The OCTP investments are sensitive to changes of interest rates as it invests 100% in fixed income investments. With a month end balance of \$73.2 million and duration of 0.72, every 1% increase or decrease in short term interest rates would have an additional estimated \$527,091.06 decrease or increase in the OCTP market value.

### ECONOMIC UPDATE

The U.S. economy experienced slower employment gains and inflation declined during the first quarter of 2025. Employment gains averaged 152,000 per month, lower than the previous quarter's 209,000

(revised) per month average. Headline inflation decreased to 2.4% year over year, down from 2.9% in the previous quarter. On March 19, 2025 and on May 7, 2025, the Federal Open Market Committee met and at both meetings kept interest rates unchanged at a range of 4.25% - 4.50%..

- The unemployment rate was at 4.2% (survey: 4.1%) at the end of the first quarter, increased by 0.1% from the previous quarter.
- The Empire State Manufacturing Index declined to -20.0 (revised) (survey: -1.9) from 2.1 in the fourth quarter while the Philadelphia Fed Index increased to 12.5 (revised) (survey: 9.0) from 10.9 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 yield curve remained inverted during the first quarter for tenors between 1 month and 3 years. The 90-day Treasury Bill yield decreased to 4.32% from 4.37%. The 2-year Treasury Note yield decreased to 3.89% from 4.25% while the 10-year Treasury Bond yield decreased to 4.23% from 4.58%.

# COMPLIANCE MONITORING AND OVERSIGHT COMMITTEE

As of March 31, 2025, 100% of the cash of the Commission was in OCTP, an allowed investment. The Board deleted the Treasurer's proposed 2025 Investment Policy from the agenda on the public Board meeting on December 17, 2024 and approved a County of Orange, California Investment Policy at a public Board meeting on February 11, 2025 that included similar OCTP investment restrictions to the 2024 Investment Policy Statement approved by the Board. The Board, at a public Board meeting on March 11 dissolved the Treasury Oversight Committee and established an Investment Oversight Committee (IOC). The members of the IOC are the same members as the County's Audit Oversight Committee and the first committee meeting was held on May 15, 2025.

The County Treasurer's cash and investments accounts in the County Treasury are audited regularly by the County Auditor-Controller -Internal Audit Division (AC-IAD) and the compliance audit for June 30, 2024 (transition from AC-IAD to an external auditing firm on June 30, 2023) and quarterly compliance audits for FY 2024-25 (transitioned from the AC-IAD to an external auditing firm as of September 30, 2024). The AC-IAD and external auditor issued four reports (Attachment B, C, D, and E) during the quarter ended March 31, 2025, as follows:

<u>Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended March</u> <u>31, 2024, and June 30, 2024 - (Attachment B, C)</u>.

On January 15, 2025, the AC-IAD issued their reports on Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarters Ended March 31, 2024, and June 30, 2024. Each report stated no compliance exceptions were identified.

<u>Orange County Treasury Oversight Committee Compliance Audit for the Fiscal Year Ended</u> <u>June 30, 2023 - (Attachment D).</u>

On January 29, 2025, Brown Armstrong issued their Independent Auditor's Report on Compliance with California GCS 27130-27137 for the Fiscal Year Ended June 30, 2023 with no compliance exceptions.

<u>Report of the Schedule of Assets Held by the County Treasury as of June 30, 2023 -</u> (Attachment E).

On February 5, 2025, Eide Bailly (contracted by the AC-IAD) issued their Independent Auditor's Report on the Statement of Assets for the County Treasury as of June 30, 2023 with a clean opinion that the Schedule presented fairly in accordance with the full accrual basis of

accounting. The delay in its issuance was due to the revised engagement letter received in late December 2024 from the external auditor requesting a change in the basis of accounting from modified cash to full accrual basis.

# STATEMENT OF ACTIVITY

We have attached the Statement of Activity for the Commission's cash balances for the months of January, February, and March 2025 (Attachment A). These Statements report the beginning and ending balances of the Commission's cash funds.

# Attachments:

- A. Statement of Activity for the months of January, February, and March 2025
- B. Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended March 31, 2024
- C. Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended June 30, 2024
- D. Orange County Treasury Oversight Committee Compliance Audit for the Fiscal Year Ended June 30, 2023
- E. Report of the Schedule of Assets Held by the County Treasury as of June 30, 2023

CALLFORNILL

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 A

octreasurer.gov/publicfunds January 31, 2025

Fund Number : 225

### JANUARY 2025 STATEMENT

#### **Transactions**

**FIRST 5 ORANGE COUNTY** 

<u>Transaction</u> Date	Transaction De	Amount			
01/01/2025	December 2024 Inves	tment Admin Fee		\$	(2,445.14)
01/01/2025	FY 2023/2024 Investment Admin Fee Refund				4,563.49
01/10/2025	October 2024 Interest Paid				270,507.06
01/29/2025	FY 2023/2024 Interest	\$	360.97		
<u>Summary</u>					
Total Deposit:	\$	4,488,088.93	Beginning Balance:	\$	71,867,472.54
Total Withdrawal:	\$	(2,566,547.87)	Ending Balance:	\$	73,789,013.60

Attachment A



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



octreasurer.gov/publicfunds February 28, 2025

Fund Number : 225

# FEBRUARY 2025 STATEMENT

#### **Transactions**

**FIRST 5 ORANGE COUNTY** 

<u>Transaction</u> Date	Transaction Description				<u>Amount</u>		
02/03/2025 02/20/2025 <u>Summary</u>	January 2025 Investme November 2024 Intere			\$ \$	(2,471.86) 258,737.53		
Total Deposit:	\$	1,595,336.69	Beginning Balance:	\$	73,789,013.60		
Total Withdrawal:	\$	(2,353,518.26)	Ending Balance:	\$	73,030,832.03		



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





octreasurer.gov/publicfunds March 31, 2025

Fund Number : 225

# MARCH 2025 STATEMENT

#### **Transactions**

**FIRST 5 ORANGE COUNTY** 

<u>Transaction</u> Date	Transaction Description			<u>Amount</u>		
03/03/2025 03/06/2025 <u>Summary</u>	February 2025 Investm December 2024 Intere			\$ \$	(566.67) 261,778.27	
Total Deposit:	\$	1,940,721.01	Beginning Balance:	\$	73,030,832.03	
Total Withdrawal:	\$	(1,764,460.33)	Ending Balance:	\$	73,207,092.71	

Attachment B



Andrew N. Hamilton, CPA Orange County Auditor-Controller



Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended March 31, 2024

Audit Manager: Rodrigo Martinez, MBA, CIA, CISA, CFE, ACDA Auditor II: John C. Lim, CIA, CISA Audit Number 2306 ReportDate: January 15, 2025

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#### OFFICE OF THE ORANGE COUNTY AUDITOR-CONTROLLER

ANDREW N. HAMILTON, CPA AUDITOR-CONTROLLER

DATE: January 15, 2025

TO: Treasury Oversight Committee

- FROM: Rodrigo Martinez, Audit Manager
- SUBJECT: Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended March 31, 2024

At the request of the Treasury Oversight Committee, we have completed our compliance monitoring of the Treasurer's investment portfolio for the quarter ended March 31, 2024. 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 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 March 31, 2024. 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.

- 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.

Roding Martin

Rodrigo Martinez Audit Manager January 15, 2025

Attachment C



Andrew N. Hamilton, CPA Orange County Auditor-Controller



Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended June 30, 2024

Audit Manager: Rodrigo Martinez, MBA, CIA, CISA, CFE, ACDA Auditor II: John C. Lim, CIA, CISA Audit Number 2403 Report Date: January 15, 2025



#### OFFICE OF THE ORANGE COUNTY AUDITOR-CONTROLLER

ANDREW N. HAMILTON, CPA AUDITOR-CONTROLLER

- DATE: January 15, 2025
- TO: Treasury Oversight Committee
- FROM: Rodrigo Martinez, Audit Manager
- SUBJECT: Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended June 30, 2024

At the request of the Treasury Oversight Committee, we have completed our compliance monitoring of the Treasurer's investment portfolio for the quarter ended June 30, 2024. 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.

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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.

- 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.

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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.

Rodine Mars

Rodrigo Martinez Audit Manager January 15, 2025

# ORANGE COUNTY

#### TREASURY OVERSIGHT COMMITTEE COMPLIANCE AUDIT

FOR THE YEAR ENDED JUNE 30, 2023

#### ORANGE COUNTY TREASURY OVERSIGHT COMMITTEE COMPLIANCE AUDIT FOR THE YEAR ENDED JUNE 30, 2023

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#### INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 27130-27137

The Board of Supervisors of Orange County Orange County, California

#### Report on Compliance with the California Government Code

#### Opinion

We have audited the County of Orange's (the County) compliance with the Treasury Oversight Committee (the Committee) provisions contained in Sections 27130-27137 of the California Government Code (Government Code) that could have a direct and material effect on the County for the year ended June 30, 2023. Compliance with the requirements referred to above is the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit.

In our opinion, the County complied, in all material respects, with the provisions contained in Sections 27130-27137 of the Government Code referred to above that could have a direct and material effect on the County for the year ended June 30, 2023.

#### **Basis for Opinion on Compliance**

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Government Code. Our responsibilities under those standards and the Government Code are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on the County's compliance with provisions contained in Sections 27130-27137 of the Government Code. Our audit does not provide a legal determination of the County's compliance with those requirements referred to above.

#### **Responsibilities of Management for Compliance**

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or agreements applicable to the County.

#### Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in

1

BAKERSFIELD 4200 Truxtun Avenue, Suite 300 Bakersfield, CA 93309 661-324-4971 FRESNO 10 River Park Place East, Suite 208 Fresno, CA 93720 559-476-3592 STOCKTON 2423 West March Lane, Suite 202 Stockton, CA 95207 209-451-4833

#### REGISTERED with the Public Company Accounting Oversight Board and MEMBER of the American Institute of Certified Public Accountants'

accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Government Code will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of Sections 27130-27137 of the Government Code as a whole.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Government Code, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in
  order to design audit procedures that are appropriate in the circumstances and to test and report
  on internal control over compliance in accordance with Sections 27130-27137 of the Government
  Code, but not for the purpose of expressing an opinion on the effectiveness of the County's
  internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

#### **Report on Internal Control over Compliance**

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Sections 27130-27137 of the Government Code. Accordingly, this report is not suitable for any other purpose.

BROWN ARMSTRONG ACCOUNTANCY CORPORATION

Brown Armstrong Accountancy Corporation

Bakersfield, California January 29, 2025

#### ORANGE COUNTY TREASURY OVERSIGHT COMMITTEE COMPLIANCE AUDIT FOR THE YEAR ENDED JUNE 30, 2023

#### **Committee Members**

#### Member

# Organization Appointed From

Francine Scinto, Chair David Carlson, Vice Chair Alisa Backstrom Salah Kureh Frank Kim

Al Mijares

Andrew Hamilton

Public Member Public Member Public Member Public Member County Executive Officer County Superintendent of Schools Orange County Auditor-Controller

#### ORANGE COUNTY TREASURY OVERSIGHT COMMITTEE COMPLIANCE AUDIT FOR THE YEAR ENDED JUNE 30, 2023

#### Background and General

In 1995, the California legislature passed provisions requiring each county to establish an oversight committee of 3 to 11 members representing various organizations (the pool of organizations was also specified in the legislation). The purpose of this committee was to oversee the policies that guide the investment of public funds. The committee was not to impinge on the day-to-day operations of the Orange County (the County) Treasurer, but rather to review and monitor the Treasurer's investment policy and reporting.

Certain statutory changes were enacted by the California legislature effective January 1, 2005. Government Code (GC) Section 27131 now makes the Treasury Oversight Committee (the Committee) optional, although the legislature encourages the continuation of the Committee.

Other statutory changes also include the removal of the mandatory filing of the County's annual investment policy and the County's quarterly investment report with the Committee. Instead, the County's annual investment policy should be submitted to the County Board of Supervisors and the quarterly investment reports should be submitted to the County's Executive Office, Auditor-Controller, or Board of Supervisors.

#### **Compliance Audit Requirement**

The oversight legislation included many specific requirements such as the required contents of the Treasurer's Investment Policy. GC Section 27134 required an annual audit to determine compliance with the provisions. This audit serves to comply with that requirement.

#### **Committee Formation and Operation**

In 1995, the County issued a Resolution which established the Orange County Committee, membership, term of members, organization, powers, and duties.

Four meetings were held during the fiscal year. We reviewed the minutes and believe they were properly conducted in order to provide oversight.

#### Investment Policy Statement

GC Section 27133 requires the County Treasurer to annually prepare an investment policy statement even if there were no policy changes. The statement was reviewed by the Committee and submitted to the Board of Supervisors for approval. We noted that this was properly done and a policy updated as of December 20, 2022, was on hand, and was used for purposes of this audit.

#### Investment Policy Review

	Requirement	Policy Section	Deemed Compliant
a)	Authorized securities Maximum percentage by type	6 8	Yes
b)	Maximum terms	8	Yes
c)	Criteria for selection of brokers	11	Yes
d)	Prohibition of political contribution Limits on gifts	11 10	Yes
e)	Reporting to Committee	21	Yes
f)	Calculation of Treasurer's costs (GC Section 27013)	16	Yes
g)	Voluntary depositors	17	Yes
h)	Requests for withdrawal	18	Yes

As shown above, we believe the policy adopted contained all the provisions specified in the oversight legislation.

#### Compliance with Policy

We reviewed the County's actual practices during fiscal year 2022-2023 to determine compliance with the investment policy. We verified the maximum percentages by category of investment. All categories of investment were within the maximum allowed percentage at year-end. We also verified that maximums for single issuers and maximum term limits specified in the policy were not exceeded. There were no exceptions noted.

#### Reporting

We reviewed the monthly reports, which were submitted to the Board of Supervisors and to the Committee, to verify that they contained the information specified in the law. They appeared to be complete with all the required information. In addition, we believe the graphs and additional information beyond what is required assists the user's understanding of the investments in the Treasury.

#### Interest Apportionments

The interest earned on the pooled investments is apportioned each month, which meets the minimum requirement to apportion interest quarterly. These apportionments are made based on the average daily balances of each fund for the quarter. We reviewed the methodology used to determine the Treasurer's costs that were charged against the interest before the balance was apportioned. We believe the apportionment process is properly functioning to equitably distribute the investment earnings to the fund participants.

#### Conclusion

The investments at June 30, 2023, appear to be in compliance with the County's investment policy and state law. We believe the Committee functioned during fiscal year 2022-2023 as was intended by the oversight legislation. It is our opinion that oversight was properly provided.

Attachment E

Report of the Schedule of Assets Held by the County Treasury June 30, 2023 **Orange County Treasury** 



Independent Auditor's Report	1
Financial Schedule	
Schedule of Assets Held by the County Treasury Notes to Financial Schedule	
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with	
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**CPAs & BUSINESS ADVISORS** 

# **Independent Auditor's Report**

To the Board of Supervisors County of Orange California

# Report on Schedule of Assets Held by the County Treasury

# Opinion

We have audited the Schedule of Assets Held by the County Treasury (Schedule) of the County of Orange, California (County) as of and for the year ended June 30, 2023, and the related notes.

In our opinion, the accompanying Schedule presents fairly, in all material respects, the assets held by the County Treasury of the County, as of June 30, 2023, in accordance with accounting principles generally accepted in the United States of America.

# **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Schedule section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

# Emphasis of Matter – Reporting Entity

As discussed in Note 1, the Schedule presents only the assets of the County Treasury, and does not purport to, and does not, present fairly the financial position of the County as of June 30, 2023, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

# Responsibilities of Management for the Schedule

Management is responsible for the preparation and fair presentation of the Schedule in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedule that is free from material misstatement, whether due to fraud or error.

# Auditor's Responsibilities for the Audit of the Schedule

Our objectives are to obtain reasonable assurance about whether the Schedule as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Schedule.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the Schedule, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the Schedule.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Schedule.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

# Other Matter

We have audited, in accordance with GAAS, the financial statements of the County as of and for the year ended June 30, 2023, and our report thereon, dated December 20, 2023, expressed unmodified opinions on those financial statements.

## Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 5, 2025, on our consideration of the County Treasury's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County Treasury's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County Treasury's internal control over financial reporting and compliance.

Erde Bailly LLP

Laguna Hills, California February 5, 2025

# Orange County Treasury Schedule of Assets Held by the County Treasury (Dollar Amounts in Thousands) June 30, 2023

	Orange County Treasurer's Pool		 Specific Investment Accounts		Bond Proceeds Account		Total
Cash	\$	2,288,412	\$ -	\$	3,014	\$	2,291,426
Investments		12,102,124	536,295		18,856		12,657,275
Interest Receivable		36,153	211		247		36,611
Total Assets	\$	14,426,688	\$ 536,507	\$	22,116	\$	14,985,312

# 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 is also responsible for authorizing all County bank accounts and, pursuant to California Government Code (CGC) Sections 27000.1 – 27000.5, 27130 – 27137, and 53600 – 53686, conducting County investment activities for all public funds in the Orange County Investment Fund (OCIF), which in State law is called the County Treasury. The OCIF consists of three types of Funds, an external investment pool 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 primary goal is to invest public funds in a manner which will provide maximum security of principal invested with secondary emphasis on providing adequate liquidity to pool participants. The last goal is to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

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. Monies of the County and other legally separate external entities, which are not part of the County reporting entity, are commingled (pooled) for investment purposes only and invested on the participants' behalf. for the purpose of benefiting from economies of scale through pooled investment activities. The OCTP is not registered with the Securities and Exchange Commission (SEC) as an investment company, and therefore is exempt from SEC rules. The Treasurer will act on a "best efforts" basis to stabilize the OCTP Net Asset Value (NAV) at or above \$0.9975 (in absolute dollar amounts). OCTP does not have any legally binding guarantees of share values. The investment practices and policies of the TTC are based on compliance with state law and prudent money management.

The Specific Investment Accounts are governed by the Investment Policy Statement (IPS) and the Bond Proceeds Account is governed by a governing board bond resolution and both account types have separate agreements detailing investment related information between the County and/or a participant's governing board to invest funds that are set up for a specific requirement and if the investment maturities may extend beyond five years.

With respect to County funds deposited in the county treasury, the Board of Supervisors (Board) is the agent of the County who serves as a fiduciary and is subject to the prudent investor standard, unless a delegation has occurred. in which case the Treasurer shall be the agent of the County with respect to these funds, serve as a fiduciary, and be subject to the prudent investor standard. The Board may, by ordinance, delegate to the Treasurer the authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury, and the Board will not be the agent, serve as a fiduciary, or be subject to the prudent investor standard until the Board either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided for in CGC Section 53607. With funds deposited in the County Treasury that are deposited by local agencies other than the County and at the discretion of those local agencies, the Treasurer serves as the fiduciary subject to the prudent investor standard. The Board delegated the authority to invest or to reinvest funds of the County for Calendar Years 2022 and 2023 to the Treasurer each for one-year periods. Pursuant to Sections CGC 27130-27137, the Board has established the Treasury Oversight Committee (TOC) that monitors and reviews the IPS annually and also causes an audit of the County Treasury to ensure compliance. The TOC consists of the County Executive Officer, the elected County Auditor-Controller, the elected County Superintendent of Schools, or their respective designees, and four public members appointed by the Board of Supervisors, with at least three having expertise in, or an academic background in, public finance.

# **Financial Statement Presentation**

The June 30, 2023 Schedule is prepared using the economic resources measurement focus and the accrual basis of accounting. The June 30, 2022 Schedule was prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The Treasurer has also changed its policy for determining which short-term, highly liquid investments will be treated and reported as cash equivalents. These now include funds held at money market mutual funds that are readily convertible to cash without any penalty and traded on an established market and securities purchased within 90 days from maturity. The accompanying schedule of assets presents only the assets of the County Treasury that includes the Orange County Treasurer's Pool (OCTP), Specific Investment Accounts and Bond Proceed Accounts and is not intended to present fairly the financial position of the County as whole in conformity with accounting principles generally accepted in the United States of American (GAAP). Contributions from pool participants are recognized in the period in which they are received. Distributions to pool participants are recognized in the period in which they are received.

Earnings on investments are recognized as revenue in the period in which they are earned, and investment costs are recognized as an expense when incurred, regardless of the timing of related cash flows. In accordance with Government Accounting Standards Board (GASB) Statement No. 31 Accounting and Financial Reporting for Certain Investments and for External Investment Pools (GASB 31) as amended by GASB Statement No. 72, Fair Value Measurement and Application (GASB 72), the schedule reflects the fair value of certain investments. Pool participant's' cash balances and redemptions are based on cost. Interest earned on OCTP funds is allocated to individual eligible funds monthly based on the average daily balances on deposit with the TTC. This method used to determine participants shares sold and redeemed differs from the method used to report investments. The deposit and investment disclosures are in accordance with GASB Statement No. 40 Deposit and Investment Risk Disclosures, an amendment to GASB Statement No. 3.

# Use of Estimates

The preparation of the schedule of assets in conformity with Generally Accepted Accounting Principles (GAAP) requires management to make estimates and assumptions that affect the amounts reported in the schedule of assets and accompanying notes. Actual results could differ from those estimates. Where significant estimates have been made in preparing these financial statements, they are described in the applicable footnotes.

# Note 2 – Cash and Investments

# Cash and Cash Equivalents

Cash and cash equivalents include demand deposits, cash on hand and cash equivalents, offset by reconciling items such as outstanding warrants and deposits in transit. At June 30, 2023, the carrying amount of the County's cash was negative \$226,905, and the total bank balance amounted to \$55,806. Cash also includes funds held at money market mutual funds, totaling \$1,712,610, that are readily convertible to cash without any penalty and traded on an established market and government and government agency securities, totaling \$749,914, purchased within 90 days from maturity.

## Custodial Credit Risk - Deposits

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. 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 CGC Sections 53601 and 53635, ordinances and resolutions, the County's IPS, bond indenture documents, trust agreements, and other contractual agreements govern the investments that may be purchased and may include certain restrictions on investment maturity, maximum portfolio percentages, term, value, credit quality and timing to minimize the risk of loss. The IPS adds further restrictions to permitted investments from the CGC for OCTP and Specific Investment Accounts. The IPS, in compliance with CGC Section 53601 and 53635, authorizes the Treasurer to investment in the following instruments: obligations of the U.S. Treasury, agencies and instrumentalities, commercial paper, banker's acceptances, repurchase agreements, corporate notes, negotiable certificate of deposit, supranational instruments, money market mutual funds, share of beneficial interest of a Joint Powers Authority that invest in authorized securities and LAIF. The current IPS expressly prohibits leverage, reverse repurchase agreements as defined by CGC Section 53601, structured notes, structured investment vehicles, derivatives and money market mutual funds that do not maintain a constant net asset value. At June 30, 2023, the TTC was in full compliance with all applicable governing documents, such as state law, IPS and bond documents for OCIF. Investments by the Treasurer are reported at fair value in compliance with GASB 72. Investments in the OCIF are marked-to-market on a daily basis and the fair value of investments is provided by the custodial bank.

Unless otherwise required in a trust agreement, educational districts (school and community college districts), including certain bond-related funds are required by legal provisions to deposit and invest all monies received from any source with the TTC. At June 30, 2023, the OCTP includes approximately 63.8% of these involuntary participant deposits. Involuntary (Education Code Sections 41001 and 41002) and other external pool participant funds (Government Code Section 27001.1) are deemed to be held in trust and such funds shall not be deemed funds or assets of the County and the relationship of the depositing entity and the County shall not be one of creditor-debtor.

The Schedule of Assets investments amount differs from the County's ACFR due to the exclusion of accrued interest.

# Investment in State Investment Pool

The TTC is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the Government Code Section 16429.1 under the oversight of the Treasurer of the State of California. The fair value of the investments in this pool is reported in the accompanying Schedule at amounts based on the pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

# Fair Value Measures

The TTC categorizes its fair value measurements within the fair value hierarchy established by GASB 72. These principles recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Investments reflect prices based on quoted identical assets in an active market.
- Level 2: Investments reflect prices that are based on identical or similar assets in inactive markets or similar assets in active markets. Inputs other than quotes are observable.
- Level 3: Investments reflect prices based on significant unobservable inputs.

Fair value measurement is based on pricing received from the custodial bank. Investments in money market mutual funds are priced using amortized cost which approximates fair value, with a net asset value of \$1.00 (in absolute dollar amounts) per share, and per GASB 72 are not subject to the fair value hierarchy. Additionally, the Local Agency Investment Fund (LAIF) is not subject to the fair value hierarchy.

The TTC uses the market approach method as a valuation technique in the application of GASB 72. This method uses prices and other relevant information generated by market transactions involving identical or similar assets or groups of assets. The following table presents a summary of the Orange County Treasury's investments according to the assigned fair value hierarchy level at June 30, 2023.

					Fair Valu	ue Measurement	
			Active	ed Prices in e Markets for tical Assets		ificant Other rvable Inputs	Significant servable Inputs
	F	air Value	(	Level 1)		(Level 2)	 (Level 3)
OCTP U.S. Treasuries U.S. Government Agencies:	\$	2,631,156	\$	-	\$	2,631,156	\$ 
Federal Home Loan Bank (FHLB) Bonds		7,927,895				7,927,895	
Federal Farm Credit Bank (FFCB)		1,583,295				1,583,295	
Federal National Mortgage Association (FNMA)		332,120				332,120	
Federal Home Loan Mortgage Corporation (FREDDIE MAC)		303,372				303,372	 
Sub-Total		12,777,838		-	\$	12,777,838	 -
Investment Not Subject to Fair Value Hierachy Money Market Mutual Funds Local Agency Investment Fund (LAIF) Sub-Total		1,712,170 71,626 <b>1,783,796</b>					
Total OCTP	\$	14,561,634					
Specific Investment Accounts U.S. Treasuries U.S. Government Agencies:	\$	516,409	\$	-	\$	516,409	\$ -
Federal Home Loan Bank (FHLB) Bonds		3,498				3,498	
Federal Farm Credit Bank (FFCB)		3,367				3,367	
Federal National Mortgage Association (FNMA)		13,021				13,021	
Total Specific Investments	\$	536,295			\$	536,295	 
Bond Proceeds Account U.S. Treasuries U.S. Government Agencies:	\$	3,478	\$	-	\$	3,478	\$ 
Federal Home Loan Bank (FHLB) Bonds		3,190				3,190	
Federal Farm Credit Bank (FFCB)		9,019		-		9,019	-
Federal National Mortgage Association (FNMA)		1,658				1,658	
Federal Home Loan Mortgage Corporation (FREDDIE MAC)		4,085				4,085	 
Sub-Total		21,430		-	\$	21,430	 
Investment Not Subject to Fair Value Hierachy							
Money Market Mutual Funds	\$	440					
Total Bond Proceeds Account	\$	21,870					
Total	\$	15,119,799					

# Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, fixed income securities 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 limiting duration. The duration of OCTP as of June 30, 2023, is 0.59 year. The table below shows the maturities distribution of the OCTP as of June 30, 2023. Neither the Specific Investments nor the Bond Proceeds accounts have duration limits.

Maturities	 Par Value	% of Porfolio
1 day to 30 days	\$ 3,084,899	20.80%
31 days to 180 days	4,292,515	28.93%
181 days to 365 days	3,968,500	26.75%
1 year to 2 years	2,643,106	17.82%
2 years to 3 years	845,000	5.70%
Total	\$ 14,834,020	100.00%

In general, the maximum maturity allowed is five years unless the Board or governing body has granted express authority either specifically or as part of an investment policy. Actual weighted average days to maturity by investment type for the OCTP, Specific Investments and the Bond Proceeds Account are presented in the table in the Credit Risk section below. The OCTP at June 30, 2023 has 49.73% of investments maturing in six months or less and 50.27% maturing between six months and five years. As of June 30, 2023, the OCTP had no variable-rate notes.

# 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 IPS, which is more restrictive than the government code, sets forth the minimum acceptable credit ratings for investments from at least two of the following NRSROs: S&P, Moody's, or Fitch. All short-term and long- term investments, except those noted below, 1) must have the minimum ratings required below by at least two NRSROs, and 2) the lowest rating of any NRSRO must meet or exceed the minimum rating required below:

S&P	A-1, "AA"
Moody's	P-1, MIG 1/VMIG 1, "Aa"
Fitch	F-1, "AA"

If an issuer of Long-term debt has a Short-term debt rating, then it may not be less than the minimum required Short-term debt ratings above.

Exceptions to the Rating Policy above:

- a) Municipal debt issued by the County of Orange, California, U.S. Government obligations and State Pool are exempt from the credit rating requirements listed above.
- b) Money Market Mutual Funds (MMMF) that have retained an investment advisor registered or exempt from registration with the SEC with not less than five years' experience managing MMMF with assets under management in excess of \$500 million require the highest rating or highest letter and numerical ranking provided by at least one NRSRO.

No investment may be purchased from an issuer and all related entities, including parent and subsidiaries, that have been placed on "credit watch-negative" by any of the NRSROs or whose credit rating by any of the NRSROs is less than the minimum rating required by the IPS for that class of security unless the issuer has a short-term rating of A-1+ or F1+ or a long-term rating of at least AA or Aa2; and the TTC has approved the purchase in writing prior to purchase.

#### Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The investment policy of the County is more restrictive for certain investment types on the percentage or amount that can be invested in any one issuer beyond that stipulated by the California Government Code.

The following table presents a summary of the OCIF investments by interest rate risk, credit risk and concentration of credit risk (single issuers that represent 5 percent or more of total investments) as of June 30, 2023.

OCTP	F	air Value	Principal	IPS Maximum Maturity	Weighted Average Maturity (Years)	Rating (1)	% of Portfolio
U. S. Treasuries	\$	2,631,156	\$ 2,750,000	5 Years	0.177		18.07%
U.S. Government Agencies:							
Federal Home Loan Bank (FHLB) Bonds		7,927,895	8,033,900	5 Years	0.318	AA	54.44%
Federal Farm Credit Bank (FFCB)		1,583,295	1,610,615	5 Years	0.083	AA	10.87%
Federal National Mortgage Association (FNMA)		332,120	344,605	5 Years	0.016	AA	2.28%
Federal Home Loan Mortgage Corporation (FREDDIE MAC)		303,372	310,000	5 Years	0.008	AA	2.08%
Money Market Mutual Funds		1,712,170	1,712,170	N/A	0.000	AAA	11.76%
Local Agency Investment Fund (LAIF)		71,626	72,730	N/A	0.000	NR	0.49%
		14,561,634	 14,834,020		0.602	(2)	100.00%

Specific Investment Accounts	Fa	air Value	F	Principal	IPS Maximum Maturity	Weighted Average Maturity (Years)	Rating (1)	% of Portfolio
U. S. Treasuries	\$	516,409	\$	542,900	3/31/2027	0.963		96.29%
U.S. Government Agencies:								
Federal Home Loan Bank (FHLB) Bonds		3,498		3,500	7/7/2023	0.000	AA	0.65%
Federal Farm Credit Bank (FFCB)		3,367		3,465	6/3/2024	0.006	AA	0.63%
Federal National Mortgage Association (FNMA)		13,021		13,810	9/24/2026	0.045	AA	2.43%
		536,295		563,675		1.014	(2)	100.00%
Bond Proceeds Account	Fa	air Value	F	Principal	Maximum Maturity	Weighted Average Maturity (Years)	Rating (1)	% of Portfolio
U. S. Treasuries U.S. Government Agencies:	\$	3,478	\$	3,500	2/15/2036	1.248		15.90%
Federal Home Loan Bank (FHLB) Bonds		3,190		3,250	11/16/2028	0.120	AA	14.59%
Federal Farm Credit Bank (FFCB)		9,019		9,666	11/2/2035	3.478	AA	41.24%
		1,658		1,500	5/15/2029	0.444	AA	7.58%
Federal National Mortgage Association (FNMA)				2 500	7/15/2032	1.599	AA	18.68%
Federal National Mortgage Association (FNMA) Federal Home Loan Mortgage Corporation (FREDDIE MAC)		4,085		3,500	1/15/2032	1.599	AA	10.00 /0
		4,085 440		3,500 440	N/A	0.000	AA	2.01%

(1) The County Treasurer obtains credit ratings from S&P, Moody's, and Fitch. The ratings indicative of the greatest degree of risk have been disclosed. NR means not rated. The County Treasurer is not required to disclose the credit ratings of obligations of the U.S. government or obligations explicitly guaranteed.

(2) Portfolio weighted average maturity.

Investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of total OCIF investments are as follows: Federal Home Loan Bank Bonds \$7,934,583 and Federal Farm Credit Bank \$1,595,681.

As of June 30, 2023, all OCIF investments were in compliance with credit ratings and single issuer limits, as applicable.

# Custodial Credit Risk - Investments

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 TTC utilizes third party Delivery Versus Payment (DVP) which mitigates any custodial credit risk. Securities purchased by the TTC are held by third party custodians in their trust department to mitigate custodial credit risk. On June 30, 2023, all OCIF security investments were held by the custodial bank. In addition, the TTC did not have any securities lending during the year (or at year-end).

# Foreign Currency Risk

The IPS requires all securities to be U.S. dollar denominated. The OCIF is not exposed to foreign currency risk.

# Note 3 - Interest Receivable

Interest receivable consists of interest accrued on investments including interest purchased with certain securities. At June 30, 2023, interest receivable totaled: \$36,153 for OCTP, \$211 for Specific Investments, and \$247 for the Bond Proceeds account.

# Note 4 - Subsequent Events

<u>Fitch Ratings (Fitch) Issues OCTP Ratings</u>: On November 1, 2023 and August 1, 2024, Fitch assigned the OCTP their highest credit rating possible for a local government investment pool of AAAf for credit risk and a rating of S1. The "S1" volatility rating signifies that OCTP possesses very low sensitivity to market risk, given its conservative investment policies.

<u>Annual Delegation of Investment Authority</u>: As allowed per CGC Section 53607, the delegation of authority by the Board to invest or reinvest funds of the County and the funds of other depositors to the Treasurer was not renewed for a one-year period and expired on December 31, 2024. Therefore, with regard to County funds and the funds of other depositors in the County Treasury for 2025, the Board is the agent of the County who serves as a fiduciary and is subject to the prudent investor standard, and the Treasurer is the agent and fiduciary for funds deposited in the County Treasury that are deposited by local agencies other than the County and at the discretion of those local agencies.



**CPAs & BUSINESS ADVISORS** 

# Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Directors County of Orange, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the Schedule of Assets Held by the County Treasury (Schedule) of the County of Orange, California (County), as of and for the year ended June 30, 2023, and the related notes to the Schedule and have issued our report thereon dated February 5, 2025. Our report contained an emphasis of matter regarding the Schedule presents only the assets of the County Treasury, and does not purport to, and does not, present fairly the financial position of the County as of June 30, 2023.

# **Report on Internal Control over Financial Reporting**

In planning and performing our audit of the Schedule, we considered the County Treasury's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the Schedule, but not for the purpose of expressing an opinion on the effectiveness of the County Treasury's internal control. Accordingly, we do not express an opinion on the effectiveness of the County Treasury's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the antity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the County Treasury's Schedule is free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

# **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ende Bailly LLP

Laguna Hills, California February 5, 2025



# Financial Highlights as of March 31, 2025

## Comparison of Budget vs. Actual Fiscal Year 2024-2025 Unaudited Period Ending 03/31/25

FY 2024-25	FY 2024-25
Budget	Actuals

### Financing Sources

Tobacco Tax Revenue Interest Earnings Other Revenue	\$17,067,419 100,000 <u>8,615,000</u>	\$7,860,532 2,109,221 <u>4,621,051</u>	
Revenue Total	\$25,782,419	\$14,590,804	
Expenses*			
Prenatal-to-Three* Early Learning & Community Engagement Homeless Prevention Systems Building Performance Evaluation	430,000 3,352,951	\$6,394,719 3,128,509 200,444 1,007,436	40.4% 45.0% 46.6% 30.0%
Program Services	<u>677,500</u> <b>\$27,238,953</b>	<u>354,572</u> <b>\$11,085,680</b>	52,3%
Admin. Functions**	<u>2,145,529</u>	1,300,299	60.6%
Total Operating Exp.	\$29,384,482	\$12,385,979	

\*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 \$1,300,299 and encumbrances of \$870,914 were 7.4% of the Fiscal Year 2024-2025 Budget of \$29.4 million. Final administrative expenses are projected to be 7% at year-end.

#### Total Encumbrances as of March 31, 2025 including multi-year contracts through Fiscal Year 2024-2025

Prenatal-to-Three	\$25,498,692
Early Learning &	
Community Engagement	\$10,786,141
Homeless Prevention	\$896,447
System Building	\$2,005,126
Performance Evaluation	\$507,786
Admin. Functions	\$870,914

#### **Revenue and Cash Balance Update**

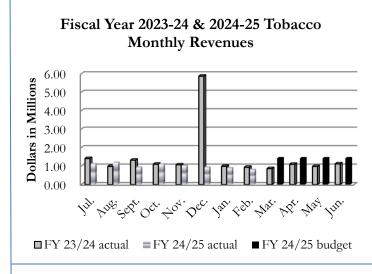
Tobacco Tax Revenue has been reported through March 2025. Current year revenue (July 2024 – February 2025) as reported by First 5 California is \$7.9 million. This amount does not include the annual backfill.

Interest earnings for July 2024 through March 2025 are \$2,109,221.

#### Systems Funding Update

\$50,517,634 in One-Time System Funding was expensed from Fiscal Year 2012-2013 through Fiscal Year 2023-2024.

As of March 31, 2025, approximately \$5 million was encumbered for one-time System Building programs.



#### Fiscal Year 2023-2024 Ending Fund Balance From Commission Long Term Financial Plan

Beainnina	Fund Balance,	Julv 1. 2023	\$65,625,425
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Total Revenue	26,623,529
Total Program Expenses	(22,345,588)
Fund Balance for System Building Projects	(11,382,366)

# June 30, 2024 Fund Balance \$58,521,000\*

\*Based on Commission action through April 2023 and financial results through June 30, 2024. 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, 2025

## Comparison of Budget vs. Actual Fiscal Year 2024-2025 Unaudited Period Ending 04/30/25

FY 2024-25	FY 2024-25
Budget	Actuals

#### Financing Sources

Tobacco Tax Revenue Interest Earnings Other Revenue	\$17,067,419 100,000 <u>8,615,000</u>	\$12,654,639 2,367,090 <u>5,097,761</u>	74.1% 2367.1% _ 59.2%
Revenue Total	\$25,782,419	\$20,119,490	
Expenses*			
Prenatal-to-Three* Early Learning &	\$15,831,900	\$6,668,863	42.1%
Community Engagement		3,281,582	47.2%
Homeless Prevention	430,000	208,600	48.5%
Systems Building	3,352,951	1,083,080	32.3%
Performance Evaluation	<u>677,500</u>	366,437	54.1%
Program Services	\$27,238,953	\$11,608,561	
Admin. Functions**	<u>2,145,529</u>	1,453,846	67.8%
Total Operating Exp.	\$29,384,482	\$13,062,407	

\*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 \$1,453,846 and encumbrances of \$846,741 were 7.8% of the Fiscal Year 2024-2025 Budget of \$29.4 million. Final administrative expenses are projected to be 7% at year-end.

# Total Encumbrances as of April 30, 2025 including multi-year contracts through Fiscal Year 2024-2025

Prenatal-to-Three	\$25,139,555
Early Learning &	
Community Engagement	\$10,593,810
Homeless Prevention	\$235,239
System Building	\$1,949,676
Performance Evaluation	\$434,804
Admin. Functions	\$846,741

#### **Revenue and Cash Balance Update**

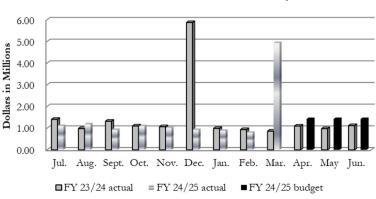
Tobacco Tax Revenue has been reported through April 2025. Current year revenue (July 2024 – February 2025) as reported by First 5 California is \$12.8 million. This amount includes the annual backfill and Q1 and Q2 of CECET.

Interest earnings for July 2024 through April 2025 are \$2,367,090.

#### Systems Funding Update

\$50,517,634 in One-Time System Funding was expensed from Fiscal Year 2012-2013 through Fiscal Year 2023-2024.

As of April 30, 2025, \$5 million was encumbered for one-time System Building programs.



#### Fiscal Year 2023-24 & 2024-25 Tobacco Monthly Revenues

Fiscal Year 2023-2024 Ending Fund Balance

From Commission Long Term Financial Plan

Total Revenue	26,623,529
Total Program Expenses	(22,345,588)
Fund Balance for System Building Projects	(11,382,366)

## June 30, 2024 Fund Balance \$58,521,000\*

\*Based on Commission action through April 2023 and financial results through June 30, 2024. 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 2024-2025

Action Plan	Staff Lead	Status
Increase awareness and use of Kid Builders in OC	Erwin	On Track
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	Jessica	On Track
Facilitate use of Community Health Worker benefit to sustain Prenatal to Three services	Sara, Andrew	On Track
Expand First 5 OC-funded services to prenatal families	Yvette	On Track
Increase use and integration of Family Wellness Plans	Yvette	On Track
Increase stakeholder commitment to advance policy for early childhood	Tiffany	On Track
Increase number of child care providers and quality of current programs	Cristina	On Track
Develop countywide vision and action plan for continuum of care for early relational health	Anaiah	On Track
Increase well-child visits, developmental screens, and linkage to service	Lisa, Sara	On Track, Data Access Delayed
Increase Medi-Cal families' access to support from doulas in Orange County	Anaiah	Being Updated
Increase number of communities and families that are empowered changemakers and have access to resources	Erwin	On Track
Increase Relevance of Early Development Index (EDI)	Cristina	On Track
Create a First 5 OC postnatal strategy for families	Sara, Yvette	On Track
Elevate importance of father engagement across First 5 OC and partner programming	Andrew	On Track
Strengthen School District data-informed engagement and relationship-building with local families and child care	Cristina	On Track
Provide technical assistance and capacity building for an Orange County Black Infant Health program	Anaiah	Delayed but Making Progress
Develop clear messaging for First 5 OC to cultivate and leverage partnerships and improve outcomes for young children and families	Tiffany	On Track
Implement accountability plan for First 5's Equity Commitment	Cristina	On Track

# Increase awareness and use of Kid Builders in OC

## Accomplishments:

As we noted with our last report, we completed filming a series of Kid Builder video clips with families from La Habra and Santa Ana Engaged Neighborhoods doing the activities. The past two months, we have edited the videos, created and updated title slides, and they are now posted to the Kid Builders pages of our website. We are now sharing the videos on social media and in the First 5 OC newsletter and website slider. We may create additional videos in the future to demonstrate additional activities.

We continue work on a Kid Builders toolkit tailored to child care providers. The first three chapters of the toolkit are complete and we are in the process of publishing on a web based platform, linked to our website, with the help of Cornerstone Communications. We decided to broaden the toolkit to include both in-home and center based child care providers, so we are currently editing the content we have before creating more content and finalizing the toolkit. This toolkit is being funded out of First 5 California IMPACT funds. We are gathering input from providers along the way to ensure appropriateness and utilization.

Vy Le, our Community Outreach and Partnerships Manager, recruited a group of volunteers from UCI and trained them on Kid Builders activities and events. These volunteers worked their first event on May 9, 2025. Additionally, there are two Family Ambassadors who frequently support in these events, and we will continue to invite them to other events. The volunteer cohort seems to be a good fit for our events. They may need additional support at first, but they all seem to have the interest and ability to engage with families.

In terms of our desire to create new Kid Builder content, there are a few things happening that could help shape this work. They include the developmental playgroups and their curriculum development that includes developmental activities, the initiative by Anaheim Learn Well to create Kid Builder classes in their neighborhood, and La Habra Little Learners interest in sharing ideas.

# Challenges:

Erwin Cox, our Community and Family Engagement Senior Program Officer, continues to outreach to the Orange County Public Libraries and to the organizers of their Kinderpalooza to try to get interest from branches across the county. Since we haven't had a response from OCPL, our next steps will be reaching out to libraries individually to explore interest in the Kid Builders library toolkit.

 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

# Accomplishments:

During the April Home Visiting Collaborative (HVC) meeting, F5OC staff facilitated an initial discussion to identify data metrics to be collected from all HVC partner agencies on a regular basis. Going forward, we will facilitate discussions regarding data sharing policies for the collaborative. In early May, we supported the HVC with logistics and facilitation of the HVC Coordinated Entry workgroup. That workgroup will continue meeting on a monthly basis to update referral pathways, and F5OC staff will continue supporting workgroup co-leads with coordination and planning of meetings.

Since our last report to the First 5 OC Board, we created a social media campaign that was shared with HVC partners to celebrate national home visiting week. We also continue to implement training and workforce development opportunities for staff as needed.

In terms of leveraging regional learnings, state funding for the Regional Home Visiting work is finished in June. The other First 5's have agreed to continue our workgroup and to do quarterly regional trainings for home visiting staff. This will position us in a great way if funding for the regional coordination work should be available again. At our next Regional Home Visiting meeting, we will be developing the locations, dates, and topics for the quarterly regional trainings for home visiting staff that starts next fiscal year.

# Facilitate use of Community Health Worker benefit to sustain prenatal-to-three services

# Accomplishments:

We completed an initial pilot of three developmental playgroups, with Latino Dad, Santa Ana Early Learning Initiative, and Sacred Path. All three of these playgroups were led by Community Health Workers (CHWs) and they were instrumental in developing the curriculum tailored to their unique populations. We are working with all three partners to continue the programming for another six months and simultaneously release an RFI to gather more information for other potential developmental playgroups. Additionally, we are working on different ways to incorporate CHWs is all our work and specifically within our prenatal-to-three partners. There are many ideas we are working on that are taking time to develop and plan.

As noted in previous reports, the work to assess the CHW OC Prenatal Connect Pilot is underway and will be completed by the end of the fiscal year. In terms of keeping current with what other First 5's are doing related to CHWs, we continue to attend First 5 partnership calls to leverage learnings and share insights.

# Expand First 5 OC-funded services to prenatal families

# Accomplishments:

Our partnership with Camino Health resulted an increase in enrollment in the prenatal group series classes in San Juan Capistrano with a total of 38 families served. We drafted a framework for a tiered parent champion network and shared this with partners for feedback. Additionally, we created Community Health Worker (CHW) consent and release of information forms and are implementing these for more efficient CHW data collection and billing. First 5 OC will continue to work with our prenatal partners to identify OB offices and prenatal providers who are serving high Medi-Cal populations and can support with direct enrollment and referrals to upcoming prenatal group series classes.

# Challenges:

Currently, we are only able to bill for Medi-Cal members with the CalOptima Community Network (CCN) heath network. Most of the members who have been attending the prenatal group series are not affiliated with the CCN health network, so this is one challenge we are working on – enrollment and attendance of Medi-Cal members at the prenatal group series.

# Increase use and integration of Family Wellness Plans

## Accomplishments:

A May community forum on the 30th annual Conditions of Children included a panel on Family Wellness Plans (FWPs). It included a call to action to learn and think about community engagement in FWPs. We continue to work with high volume birthing hospital to engage them in integrating FWPs into their hospital workflows. We plan to introduce prenatal Bridges Coordinators at two birthing locations to support with FWP facilitation.

Membership and attendance in the Family Support Taskforce has increased, with new members from Kaiser, CalOptima, and other service providers. Now that this group has over 40 active members, we are shifting our focus to increasing specific representation from First 5 OC-funded partners (Home Visiting, Community Health Workers and Health Steps Clinics).

In terms of increasing workforce knowledge about FWPs, a training for Community Health Workers will take place at the end of July to support knowledge and expertise around Family Wellness Plans. The new scopes of work for First 5 OC-funded home visiting providers starting July 1st includes training, use of the perinatal Substance Use Disorder (SUD) provider toolkit, and reflective practice around SUD and FWPs. Additionally, we are connecting with new home visiting provider organizations to align and understand their staff's unique needs around SUD and knowledge of FWPs.

Finally, we are working with People With Lived Expertise (PWLE) to participate and share their expertise within different areas of our work. PWLE will be stipended by First 5 to attend meetings and support work around SUD.

# Challenges:

Stigma continues to be a barrier as well as shifting the community mindset from mandating reporting to community supporting. Also, it has been challenging connecting with PWLE. We have found that people are not as open to sharing about their experience with SUD, so we are developing a strategy to recruit PWLE and identify areas they can support and inform F5OC's work.

# Increase stakeholder commitment to advance policy for early childhood

#### Accomplishments:

Over the last quarter, we've strengthened our engagement with the OC delegation through targeted advocacy and strategic partnerships. During First 5 Advocacy Day, we met with 13 legislative offices to elevate our policy priorities and ensure Orange County's youngest children remain a focus at the state level. In addition, we partnered with CalOptima and Orange County Head Start to engage our federal delegation, advocating for sustained and enhanced funding for Medicaid and Head Start programs. This collaborative effort underscores our commitment to protecting vital services for families in our region. We will continue engagement with the 13 offices we met during First 5 Advocacy Day by providing tailored follow-up materials, policy updates, and invitations to local events to keep early childhood issues on their radar.

We have also made significant strides in fostering strong city-level partnerships and raising awareness about the importance of early childhood development. We successfully engaged with the City of Santa Ana, leading to the proclamation of May as Early Childhood Month. This recognition is a significant step in raising local awareness and reinforcing our commitment to early

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childhood advocacy. The proclamation was publicly acknowledged during the May 20, 2025 city council meeting, highlighting the city's support for early education and services. We are actively engaging with city leaders in Anaheim to explore further opportunities for collaboration around early childhood issues. Discussions are ongoing to align our messaging with the city's priorities and to establish initiatives that can have a direct impact on young children and families in the area.

# Challenges:

Engaging the federal delegation on Medicaid and Head Start funding was challenged by a crowded federal policy agenda. With ongoing debates around national budget priorities, it was difficult to ensure early childhood and healthcare issues remained front-of-mind amid competing legislative demands.

# Increase number of child care providers and quality of current programs

# Accomplishments:

Related to adding infant and toddler quality child care slots in OC, the business incubator cohorts are running smoothly. As of this month, we have 51 Licensed Family Child Care Homes, which means we are over halfway to our goal. We have increased our partner alignment, which has helped to get more participants across the finish line and licensed.

With regards to our Workforce Apprentice Program, since our last report we onboarded a new employment partner, the Boys and Girls Club of Garden Grove. We are also in discussions with Cal State University, Fullerton and Tustin Unified School District. Irvine Valley College is interested in becoming a new education partner for OC Pathways. Buena Park School District is also very close on apprenticeship approvals. They are onboarding a new Human Resources director and apprentices are at the top of the initial projects to tackle. We've presented the Early Childhood Workforce Pathways document to the district programs; it remains to be a strong tool to help career guidance counsellors better explain that teaching is not the only option in the ECE workplace.

The Early Childhood Education Systems Collaborative has an ongoing educational Media Campaign. The final post of the series is scheduled for July 21, 2025. Partners are tracking their post reach, and impact numbers if available. In terms of developing resource materials, we surveyed providers to better understand their needs for resources; responses are being reviewed and will be considered as the materials are developed. The next working session will include creating an outline for the materials. In terms of funding opportunity collaboration, the collaborative created a draft guidance document that is in final editing stages. The Orange County Child Care Association has recently joined the collaborative.

IMPACT Legacy partners have made remarkable progress over the past year, working diligently to develop sustainability plans that ensure IMPACT funds will leave a lasting legacy of quality. Throughout this journey, they have gained valuable insights into the Collective Impact model—a framework for system-building—and are preparing to integrate its key pillars into their existing infrastructure. They have begun working more strategically together to leverage resources.

# Challenge:

While the renewal of IMPACT funding for FY 2025-26 has been promising, the ongoing uncertainty surrounding long-term financial support remains a significant challenge.

# Develop countywide vision and action plan for continuum of care for Early Relational Health

# Accomplishments:

The work related to Family, Infant, and Early Childhood Mental Health (FIECMH) is progressing smoothly without any major disruptions and significant progress continues on this initiative. We continue to meet with the community, stakeholders, and organizations to solidify Orange County voice surrounding Early Childhood Mental Health and have held numerous community gatherings, workshops, online forums and webinars, to capture community voice for a roadmap. A document that summarizes the vision and all the community engagement in creating the vision is in its final draft.

Increase Well-Child Visits, developmental screens and linkage to service

# Accomplishments:

# Detect & Connect OC

We are making great progress on the parent/caregiver awareness campaigns with Detect & Connect OC's Shared Messaging Work Group. We completed the second run of the four-part campaign focused on well-child visits and developmental screening. The partners just finished sharing the campaign at the end of April, and we are now launching a survey to gather feedback on the campaign. We are also making good progress developing the next campaign, which includes six messages. We are on track to complete those materials by sometime in June and share with partners to implement.

We have identified the data elements we would like to include in a data dashboard, including HEDIS results for well-child visits (W15 and W30) and developmental screening (DEV CMS). We are looking for these results overall for the county, by race/ethnicity, and in the future by member zip, as well as some specific data about age of autism diagnosis and speech and language data.

We are in the process of planning an autism "Diagnosis Day." The Detect & Connect Systems of Care work group identified solutions they want to pursue in late April. We will discuss them at the June meeting and start action planning. There are lots of moving pieces to make a Diagnosis Day happen, but it is moving forward. During the recent planning meeting, we aligned on logistics, and added Dr. Thomas Megerian from the Thompson Autism Center to the meeting. With his feedback, we shifted the launch approach to a "dress rehearsal" for Diagnosis Day to work out any kinks before a larger approach.

# Speech & Language

We have finalized a set of speech and language skill videos for families, and they are now online on our Kid Builder page (check them out here: https://first5oc.org/kid-builders/)! We completed filming and scripting for a second set of speech videos that we can share online, with Providence. We are now in the editing stage.

# **HealthySteps**

Of the seven clinics proceeding through the Academy (our "new" HealthySteps clinics), four have hired HealthySteps Specialists of which three have completed the HealthySteps model training. Four Academy Sessions have been completed, including: 1) Orientation; 2) The Whole Family Experience; 3) Billing for Dyadic Services; and 4) Reflective Supervision. The one private pediatric practice in the cohort has been receiving weekly TA, is progressing well in the Academy, and has begun planning their electronic medical record upgrade.

# OC Children's Screening Registry

We met with CHOC and Head Start about the potential of Head Start using the registry and F5OC funding the API/bridge. We continue to ask school districts where they are in the consideration of the registry, and more are open to discussing the process.

# Challenges:

# Detect & Connect OC

Our primary challenge is obtaining the desired data from both CalOptima Health and Kaiser Permanente for the data dashboard. We have compiled a document with all data requested, and hopefully we can find a solution in the MOU being finalized between First 5 OC and these organizations. In the meantime, we have paused the meetings with the Data Work Group because we want to be sure to make a good use of our work group members' time.

# **HealthySteps**

One clinic continues to struggle with hiring a HealthySteps Specialist for each of their three sites, which has delayed their progress in the Academy. The are now actively seeking an ACSW to be supervised by a clinician experienced with HealthySteps at another one of their sites. We have also had delays in the behavioral health credentialing process which is causing delays in clinics' ability to begin billing for dyadic services.

# Screening Registry

School districts that are using the registry have questions about the value it brings them. We are working with the CHOC team housing the registry to support them to access reports or other features to help with buy-in. Once we have some districts that can be our messengers/champions, we can restart conversations with districts that are not currently using the registry.

# Increase Medi-Cal families' access to support from doulas in Orange County

# Accomplishments:

The community listening sessions are continuing and progressing well. We are now moving towards supporting the current workforce of doulas that may already be Medi-Cal providers. This allows us to expand the initiative and further support Orange County doulas. Additionally, we continue to partner and collaborate with UCI on the Black Pearl Model. We conducted a Request for Proposals (RFP) for doula training, and selected the Birth Workers of Color Collective to conduct that work. We are also using and RFP process to select an organization to host community listening sessions to support the Black PEARL model, and a Request for Applications (RFA) to provide capacity building for BIPOC organizations. These are both part of the June First 5 OC Board agenda package.

 Increase number of communities and families that are empowered changemakers and have access to resources

# Accomplishments:

# Engaged Neighborhoods

The evaluation taskforce for the Engaged Neighborhood Initiative has met twice during this period and is currently working on designing the data collection tools. Data collection was planned for the summer; however, many potential participants may be out of town or unavailable, so we are extending the evaluation timeline through the end of September in order to have sufficient time to collect quality data.

First 5 OC staff (Erwin Cox) continues approaching potential partners identified in the previous period, inviting them to join our events and forums to build relationships that could lead to future expansion of Engaged Neighborhoods. We will use the findings of this evaluation to shape the scopes of work for the current engaged neighborhoods and any new collaborative.

# Family Ambassadors

Family engagement takes many forms and is already embedded into most of the staff's work, which can make it challenging to manage in an way that's clear to all involved (staff and ambassadors). We will integrate family engagement into the discussions for the new strategic plan to find the best way to approach the Family Ambassador work.

# Increase the Relevance of Early Development Index (EDI)

# Accomplishments:

We wrapped up EDI data collection for 2025, and are now in the process of engaging charter schools to gather their EDI data in 2026. We continue to provide EDI support to First 5 Orange County staff/consultants and have developed materials for staff and consultants as needed. We are currently working on 3-year rollout plan for the new EDI data that we expect to have in summer.

# Create a First 5 OC postnatal strategy for families

# Accomplishments:

Since November 2024, First 5 OC has been working with community partners to develop and pilot developmental play groups (DPGs) as part of First 5 OC's prenatal-to-three continuum of care. In April 2025, we supported a small-scale pilot with three existing First 5 OC- funded partners with Community Health Worker capacity: Sacred Path Indigenous Wellness Center – focused on native and OC Tribal populations; Santa Ana Early Learning Initiative – focused on Latino population; and Latino Dad Connection – focused on the paternal dyad. Each of these partners delivered a 6-week long Developmental Playgroup. The original pilot will continue for an additional six months to gather more learnings. Simultaneously, we will release a Request for Information to better understand the interest and capacity of additional organizations who could implement a strategy of using Community Health Workers to facilitate DPGs.

# Elevate importance of father engagement across First 5 OC and partner programming

### Accomplishments:

Since the last report to the First 5 OC Board, we provided funds to create the OC Fatherhood Coalition *Event Sponsorship Fund*. Agencies planning events focused on dads can apply for \$500 up to \$4,000 to host events that support fathers and their families. The Fund successfully launched in April. Additionally, planning for the Father Fest is ongoing, and the event has been rescheduled for October.

# Challenges:

As we noted on our last report, we are working on expanding Boot Camp for New Dads. To be successful, this style of programing needs hospital partnerships. Finding a strong partner is taking some time, but we continue to look for partners that could facilitate the program successfully.

# Strengthen School District data-informed engagement and relationship-building with local families and child care

### Accomplishments:

Several districts continue to experience strengthened connections and integration of the early learning programs in the broader district learning systems. At the same time, some districts have experienced leadership changes at the superintendent and executive cabinet level, as well as in director and coordinator roles in Educational Services and Early Learning positions. These staffing changes have slowed progress for these districts to integrate early learning into the broader district learning systems.

Districts continue to share EDI data at meetings and special events, including resource fairs and Learning Link grand openings or routine sessions. Data materials and resources will be developed to share with district program leaders to share new EDI data beginning in Fall 2025. We have discussed the importance of materials and resources being prepared and shared with additional support being provided for new district leaders who have not previously been a part of EDI data roll out.

Parent and family engagement protocols and tools have been shared with district early learning leaders via F5OC staff and consultants at several meetings this year. Conversations and planning will occur in the coming months to determine a curriculum that will be practical and engaging for both district early learning leaders and local providers, with a secondary goal of building connections and helping to network all those who serve children and families in the communities.

# Provide technical assistance and capacity building for an Orange County Black Infant Health program

#### Accomplishments:

There are several specific goals we are focused on for the Action Plan. First is a social media campaign targeted to BIH. We have numerous social media posts and outreach strategies for the Black Infant Health Program. We also continue to build partnerships and collaborate throughout the county to create and foster support for BIH. Another specific goal is to support the enrollment of at least 160 families in BIH. The first post-partum group series has started with eight families

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participating. Another group series will start soon to reach more families and make progress towards our goal number. We have met one of our goals, which was to attend 10+ events to engage the Black community for Orange County's Black Infant Health program. We continue to have joint collaborative and partner centered meetings and outreach activities with our BIH provider, BreastfeedLA.

# Develop clear messaging for First 5 OC to cultivate and leverage partnerships and improve outcomes for young children and families

# Accomplishments:

We've made significant progress this quarter in shaping and strengthening First 5 OC's key messaging. We have developed a draft of messages, focused on clearly articulating our mission, impact, and priorities in a way that resonates with policymakers, partners, and the broader community. We got strategic feedback from internal leadership and have continued to refine our tone, clarify message points, and align with organizational goals. We are now collecting key data points to reinforce our messages. These data will serve as evidence-based anchors to help communicate the value and urgency of our work more persuasively.

# Implement accountability plan for First 5 OC's Equity Commitment

# Accomplishments:

We have scheduled and invited staff and partners to a two-part Implicit Bias training in June and July. More than 80 participants have RSVP'd that they will attend.