

Regular Commission Meeting & Public Hearing

AGENDA

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. The meeting can be accessed through https://zoom.us/i/92084973920, or by phone at: 669-900-9128, Meeting ID: 826 165 093 where members of the public shall have the right to observe/listen. If you are interested in submitting public comment on any item on the agenda, or not on the agenda over which the board has jurisdiction, please send the written comment to the following email address in advance of the meeting mdesbaillets@monocce.org. Email sent and received in real time during the meeting will be read and addressed during the meeting, but it is highly encouraged that comments be sent in advance of the meeting to ensure they are received and read. This altered format is in observance of recent recommendations by state and local officials that certain precautions be taken, including social distancing, to address the threat of COVID-19.

In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact mdesbaillets@monocce.org. Notification 48 hours prior to the meeting will enable the Board to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130)

June 17, 2021, 2:00-4:30 p.m.

The meeting can be accessed through

https://zoom.us/j/92084973920 or by phone at: 669-900-9128, Meeting ID: 920 8497 3920

- 1. **Public Comment** Members of the public are given the opportunity to address the Commission on items of interest and within the jurisdiction of the Commission as such items are discussed. This time is allowed for public input on any item not on the agenda. Time may be limited, depending on the number of speakers and items of business.
- 2. Contractual Agreements Discussion and consideration of the following agreements. The Commission shall first determine whether the subject matter of the proposed agreements are consistent with the Commission's strategic plan and fiscal plan. The Commission may then authorize the Director to sign and administer the agreements.

Revenue

- a. First 5 California, Small Population County Funding Augmentation (SPCFA) from 4/21/2021 to 6/30/2024: up to \$845,422.02, approximately \$422,700 a year for 3 years to fund First 5 Mono programs and operations. (ACTION)
- b. First t5 California, IMPACT Region 6 T&TA Hub from 7/1/2021 to 6/30/2023: up to \$205,452, approximately\$102,000 per year for 2 years to fund the Regional T& TA Hub to support professional development for quality improvement staff and data submission to the State. (ACTION)
- c. California Department Education, Preschool Development Grant Renewal (PDG-R) from 1/1/2021 to 12/30/2022: up to \$31,924, to support implementation of the Mono Alpine Childcare Quality System Plan. (ACTION)
- Mono County, use of Community Development Block Grant funds from 1/1/2021 to 6/30/23: up to \$302,779 to fund Eastern Sierra Unified School District to operate the Bridgeport Preschool and First 5 Mono administration of the grant. (ACTION)

Expenses

e. Viva Social Impact Partners, Regional Hub Coordination from 7/1/2021 to 6/30/2023: up to \$128,974 for Hub coordination, including any County Counsel approved changes. (ACTION)

	g	 I-Pinwheel Hubbe, Regional Hub database from 7/1/2021 to 6/30/2024: \$150 per childcare site plus \$7 to \$21.52 in proprietary charges for entered assessments, an estimated \$6,500 per year for 3 years for provision of a database to support required Hub activities including any County Counsel approved changes. (ACTION) Eastern Sierra Unified School District, use of Community Development Block Grant funds from 1/1/2021 to 6/30/2024: up to \$295,559 to operate the Bridgeport Preschool. (ACTION) Inyo Mono Advocates for Community Action, CLASS training in exchange for observation services for the Regional Hub: in exchange for CLASS training, IMACA will offer 3 CLASS observations for Hub purposes. (ACTION)
3.	First 5 California Annual Evaluation Report 2019-20	Opportunity for the public to comment on the Fiscal Year 2019-20 First 5 California Annual Report. Commission staff will provide an overview of the Annual Report. Reports are available for review at the Commission Office in Mammoth Lakes, 365 Sierra Park Road, Bldg. M, or by calling 760-924-7626. (PUBLIC HEARING)
4.	Proposed Budget FY 2021-22	The Commission will consider adopting the proposed 2021-22 budget. (ACTION)
5.	Meeting Schedule FY 2021-22	The Commission will consider adopting the proposed 2021-22 meeting schedule. (ACTION)
6.	Officer Election for FY 2021-22	The Commission will elect officers to the following positions: Chair, Vice-Chair and Secretary. <i>(ACTION)</i>
7.	Program Updates	 Staff will report on the following Commission programs. <i>(INFORMATION)</i> a. Childcare Quality System b. Home Visiting c. Family Behavioral Health—Peapod Playgroups d. School Readiness e. Community Development Block Grant
8.	Director Report	This information may be reported elsewhere on agenda. (INFORMATION)
9.	Commissioner	Commissioners may report about various matters; however, there will be no

Reports discussion except to ask questions. No action will be taken unless listed on a subsequent agenda. *(INFORMATION)*

Next Commission Meeting: September 16, 2021, 2:00 p.m. – 4:30 p.m., Mono County Office of Education Conference Room or via Zoom, 451 Sierra Park Road, Mammoth Lakes, CA

Note: If you need disability modification or accommodation in order to participate in this meeting, please contact the Commission office at (760) 924-7626 at least 48 hours prior to the start of the meeting. *Government Code Section* 54954.2(a).

Grant Award Notification



Grantee Name First 5 Mono C			Grant Agreement Number							
365 Sierra Pa			SPCFA-2021-26							
Mammoth Lak			SF CI A-202 I-20							
Attention: Mol			Date: March 19, 2021							
Telephone: 76	0-924-	7626		E-mail: m	mail: mdesbaillets@monocoe.org					
Name of Grant	Progra	am: Small Populat	tion County	Funding	unding Augmentation (SPCFA)					
GRANT	Gran	nt Award Amount	Grant Av	ward Star	art Date Grant Award End Date					
DETAILS	\$ 84	5,422.02	Арі	il 1, 2021	l	June 30, 2024				
-		nply with the terms a os://www.ccfc.ca.gc					•	Application (RFA), located		
has approved the invoices submite Agreement is me to reduce or defined	This Agreement is not effective until the grantee has submitted an SPCFA Grants Application, and First 5 California has approved the Application. Approval will be sent by e-mail to the grantee at the e-mail address stated below. Any invoices submitted without final approval of the grantee's SPCFA Application will not be accepted. Additionally, this Agreement is made contingent upon the availability of funds. If the First 5 California State Commission takes action to reduce or defer the funding upon which this Agreement is based, then this Agreement will be amended or terminated accordingly.									
		may sign electronica eturn to <u>SPCFA@cc</u>		vith an ori	ginal sigi	nature	e, and scan	and e-mail the Agreement		
First 5 Californ	nia Con	tact: Silvia Flores		Title:	Child D	evelo	pment Cor	nsultant		
Email Address	: <u>sflore</u>	es@ccfc.ca.gov		Telep	hone: 9	16-26	63-1064			
Signature of th	irst 5 Califo	ornia or D	esignee)	Date					
		CERTIFICATION	OF ACCEP	TANCE O	F GRAN	IT RE	QUREMEN	TS		
								able terms and conditions condition of funding.		
				Title		1		5		
	Printed Name of Authorized Agent Title									
E-mail Address Telephone										
Signature of Authorized Agent							Date			
CCFC Fiscal Services Use Only										
Fund Title	•	Item	Fiscal	Years	Cha	apter	Statute	Project Expenditures		
Education		4250-601-0634	2020–21 th	ru 2023–2	24 Pro	p 10	1998	\$ 338,168.81		
Unallocated	b	4250-601-0639	2020–21 th	ru 2023–2	24 Pro	op 10	1998	\$ 338,168.81		
Research & Developmer		4250-601-0637	2020–21 th	ru 2023–2	24 Pro	op 10	1998	\$ 169,084.40		
Total								\$ 845,422.02		



Grant Award Notification (Continued)

- 1. All grantees shall agree to serve their community's children who are high-impact, including those with high-needs, especially infants and toddlers, children living in poverty, dual language learners, foster children, children experiencing homelessness, children with disabilities, and children who are tribal, migrant, and/or live in rural/isolated communities.
- 2. All grantees shall be required to review and update their budgets annually, or as directed by First 5 California, to reflect changes in policy, priorities, and focus of the First 5 California Commission.
- 3. All grantees shall comply with SPCFA Activities and Accountability, Fiscal Requirements, Funding Details, Funding Assurances, Terms, and Conditions located in the SPCFA Grants RFA. Signing the Grant Award Agreement confirms the grantee has read and agreed to those details.
- 4. At the direction of the Governor of California per Budget Letter 20-11 (http://www.dof.ca.gov/budget/Budget Letters/documents/BL20-11.pdf), all grantees shall be reimbursed for expenses related to contract activities necessary to respond to and/or reduce the spread of COVID-19, and that demonstrate a cost-savings to the State of California until otherwise notified. Upon cease of the order from the Governor related to Budget Letter 20-11, the grantee shall be reimbursed for activities related to the terms of this Grant Award Agreement.
- 5. All grantees are required to comply with the data and reporting requirements of this grant, including the following:
 - a. Comply with the statutory reporting requirements of the Children and Families Act (Act) and as detailed in Health and Safety Code, Section 130140–130150 (RFA Section III.A).
 - b. Submit the Systems Change and Impact Evaluation by June 30, 2021, and then in conjunction with the Annual Performance Report beginning October 2022 (RFA Section III.B).
 - c. Submit an Annual Performance Report, due annually by October 1, which reflects activities in which the county engaged during the prior fiscal year (RFA Section III.D).
 - d. Additional evaluation activities as requested by F5CA or its contractor (RFP III.E).
- 6. All grantees will participate in at least one Pooled Services pilot between July 1, 2022, and June 30, 2024 (RFA Section III.C).
- 7. All grantees will support the efforts by the California Smokers Helpline and Talk. Read. Sing.® campaign (RFA Section III.F).
- 8. All grantees will submit invoices through the First 5 California SPCFA Reporting Portal no more frequently than quarterly.
- 9. To receive reimbursement for SPCFA expenditures, lead agencies must:
 - a. Have an approved grant agreement, which includes Budget Template and Narrative setting forth the planned expenditures.
 - b. Maintain accurate fiscal data, in accordance with generally accepted accounting principles and standards for governmental entities and report actual expenditures by category.
 - c. Maintain documentation to substantiate that all costs are reasonable, necessary, allowable, and allocable to the grant (e.g., invoices, receipts, agreements).
 - d. Maintain time and effort records to support all salaries, wages, and benefits charged to the grant. If an employee works on more than one activity or cost objective, the lead agency must maintain time and effort records to support the distribution of the employee's salary or wages among the activities or cost objectives.
- e. Retain all records related to this grant for at least five years, or when an audit has been requested, until the date the audit is resolved, whichever is longer.

GRANTEE NAME AND ADDRESS First 5 Mono County						Grant Agreement Number		
365 Sierra Park Rd. Bldg. M Mammoth Lakes, CA 93546						GAN HUB 2021-06		
Attention							Dette	
Molly DesBaillets							Date	
Website www.first5mo	no.org					June 30,	2021	
Telephone 760-924-7626						Region	Conso rtia	
Name of Gran IMPACT 2020 Lead Agency		ning and Technical As	sistance (T&TA), a	nd Coordination	Hub	6	2	
GRANT	Grant A	ward Amount	Grant A	ward Start Date	9	Grant Awa Date		
DETAILS	\$2	05,452.00	Ju	uly 1, 2021		June 30,	2023	
as submitted a	as the RFA Ap	plication (Form 1) inclu	uding the budget a	nd hudget narrat	tive (Forms	2 and 3); and	ł	
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					Expenditures
Education	4250-601-0634	2021-22 and 2022-23	Prop 10	1998	\$61,635.60
Child Care	4250-601-0636	2021-22 and 2022-23	Prop 10	1998	\$102,726.00
Research & Development	4250-601-0637	2021-22 and 2022-23	Prop 10	1998	\$41,090.40

- 1. The grantee shall comply with the IMPACT 2020 Regional Hub T&TA and Coordination RFA (RFA), their regional plan, budget and budget narrative, and this agreement. Signing this GAN (agreement) confirms that the grantee has read and agrees to those funding details, terms, and conditions.
- 2. At the direction of the Governor of California per Budget Letter 20-11 (<u>http://www.dof.ca.gov/budget/Budget_Letters/documents/BL20-11.pdf</u>), the grantee shall be reimbursed for expenses related to grant activities necessary to respond and/or reduce the spread of COVID-19. The grantee is expected to engage in activities intended to preserve the existing Early Learning and Care (ELC) infrastructure and sites, as well as to revitalize and retro-fit sites to meet the needs of caregivers in a post-COVID world.
- 3. The grantee is required to comply with the data and reporting requirements of this grant, including the QCC Hub Annual Performance Report (APR-h), due annually in October, which reflects all QRIS activities within their region. The APR-h will be completed via survey.
- 4. The grantee will submit invoices semiannually through the QCC Data and Reporting Portal within a three-week reporting window following the end of each reporting period. Any invoice received outside of the three-week reporting window without prior approval (extension requests must be submitted in advance of the closure of the reporting window in writing) will be required to wait until the subsequent reporting period.
- 5. To receive reimbursement for QCC expenditures, the grantee must:
 - a. Maintain compliance with the RFA.
 - b. Maintain compliance with the approved Regional Plan, which includes the region's Budget and Narrative setting forth the planned expenditures.
 - c. Maintain accurate fiscal data in accordance with generally accepted accounting principles and standards for governmental entities and report actual expenditures by category.
 - d. Maintain documentation to substantiate that all costs are reasonable, necessary, allowable, and allocable to the grant (e.g., invoices, receipts, agreements).
 - e. Maintain complete and accurate time and effort records to support all salaries, wages, and benefits charged to the grant If the employee works on more than one activity or cost objective, the lead agency must maintain time and effort records to support the distribution of the employee's salary or wages among the activities or cost objectives.
 - f. Retain all records related to this grant for at least five years; or when an audit has been requested, until the date the audit is resolved, whichever is longer.
- 6. Grant Award Notification and Encumbrance Period
 - a. The grant award will be processed upon receipt of this signed GAN. The GAN must be signed by the authorized agent and returned to F5CA within 10 working days of receipt.
 - b. All funds up to, but not to exceed the maximum amount indicated on this GAN must be expended or legally obligated by June 30, 2023. Encumbrances may be made at any time after the beginning date of the grant stated on the agreement. No extensions of this grant will be allowed without prior written approval.
- 7. Restricted Use of IMPACT 2020 Funds
 - a. IMPACT 2020 funds shall be expended only for the purposes expressed in the RFA and regional plan and may be used only to supplement existing levels of service. IMPACT 2020 funds must not supplant existing local, state, or federal funding; only supplemental costs may be charged. No monies from the F5CA accounts shall be used to supplant state or local general fund money for any purpose.
 - b. IMPACT 2020 funds are not intended for direct services, but rather to support the quality improvement system and support services that help early learning programs achieve higher levels of quality. No project or activity can be approved that proposes to provide direct child care services or provides a service required by state law.

- 8. Use of Subcontractors
 - a. The lead agency can subcontract with another entity to implement IMPACT 2020 as an intermediary; however, the lead agency remains legally responsible for all program, administrative, evaluation, and fiscal requirements of the RFA and agreement even if administered through an intermediary.
 - b. If a lead agency subcontracts with another agency to implement IMPACT 2020, any communication with F5CA regarding implementation of IMPACT 2020 must include the lead agency. The lead agency must adhere to the State of California's contracting requirement of three competitive bids, unless local county regulations or policies differ. The lead agency is also responsible for collection of necessary data. If, during an audit, it is discovered that the lead agency did not conduct due diligence regarding cost reasonableness, consultant/subcontractor charges will be disallowed.
 - c. Any subcontract entered into as a result of this agreement shall be consistent with of the provisions held within.
- 9. The grant is not assignable by the grantee, either in whole or in part, without the consent of F5CA in the form of a formal written amendment.
- 10. The grantee, and the agents and employees of the grantee, in the performance of this award, shall act in an independent capacity, and not as officers or employees or agents of the state.
- 11. The grantee shall inform the F5CA External and Governmental Affairs Office (916-263-1050) of any statements made to the news media regarding the operational procedures and status of work related to this award and provide the F5CA External and Governmental Affairs Office the opportunity to review and comment on any print or electronic news releases related to this grant prior to the release of information to the public.
- 12. Information Security Incidents
 - a. The grantee agrees to notify F5CA in writing via email of any disclosure or use of information outside of this agreement it becomes aware of within three (3) business days of initial detection.
 - b. Written reports of information security incidents shall contain information on the incident (e.g., hacking, virus, and theft), description of information that was compromised, and classification of the information (e.g., confidential, sensitive, personal).
 - c. The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied.
- 13. Release of Data or Products Except as specified in the agreement, the grantee shall not release or disclose any data or products created, produced, or developed pursuant to the grant to any person, except to the grantee's personnel, attorneys, prospective vendors, the grantees law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, and distribution of the products. Products include, but are not limited to, drafts, or works in progress. The grantee agrees to ensure that any agents to whom it provides the data agree to these same restrictions. The grantee shall employ reasonable procedures to protect these products from unauthorized use and disclosure. F5CA retains the right to approve any procedures employed by the grantee to comply with this provision.
- 14. Capital Assets F5CA funds may not be used for construction or acquisition of capital assets as defined by the California State Administrative Manual (SAM) land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period and a unit cost of \$5,000 or more (SAM Section 8602).
 - a. In accordance with SAM, if property does not have an expected useful life of at least one year and the purchase cost does not exceed \$5,000, for purposes of IMPACT 2020, the purchase is considered an expenditure and not a capital asset.
 - b. Lead agencies must review existing policy regarding capital assets. If the lead agency's policy identifies a lower monetary threshold than SAM for capital assets, the lead agency's policy must be enforced when expending IMPACT 2020 funds. If the lead agency's policy identifies a higher monetary threshold than SAM for capital assets, the State of California's policy (SAM) must be enforced when expending IMPACT 2020 funds.

- 15. Payment Withholds Failure to submit timely and accurate fiscal information, evaluation data, and program reports as required by F5CA may result in the withholding of a disbursement of funds, until which time the required information, data, or reports have been received. Serious delays in fiscal report submission may result in a written request by F5CA for an accounting of expenditures or special review of fiscal and program activity. F5CA may reduce or terminate program participation if it is determined that a lead agency has failed to adhere to the terms and conditions of the RFA and/or this approved agreement.
- 16. Overpayment If it is determined that a lead agency received an overpayment of IMPACT 2020 funds, F5CA will inform the lead agency of the overpayment and provide options for recovery: 1) issue an invoice to the lead agency, or 2) reduce a future reimbursement claim. If the invoice is preferred, payment shall be processed within forty-five (45) days of receipt or future claims may be withheld or adjusted.
- 17. Carryover funds are unobligated, unspent balances from a previous year's approved budget that are transferred to the current year's budget and are available to spend in addition to the current year's allocation.
- 18. Amendment to Funding Allocations/Budgets Lead agencies will have access to funding and spending flexibility within their total budget by fiscal year as long as cash is available in the appropriate F5CA accounts, performance measures are met, and reporting requirements are met.
 - a. Amendments to line-item allocations can be made at any time during the term of IMPACT 2020 using the QCC online Data and Reporting Portal, or alternate means as noted above. Line item shifts equal to or greater than 20% of the total grant amount must be approved by F5CA prior to any expenditures in excess of the budget line item on file.
 - b. F5CA may decrease allocations for the following reasons:
 - •Participating site targets are not met (as reflected in the Common Data File) decreased by the predetermined cost per site multiplied by the number of sites
 - •Joint assessment (completed by F5CA and the lead agency) determines lead agency does not have the capacity to exhaust the entire funding allocation
 - •Major IMPACT 2020 System Changes. A major system change includes, but is not limited to, the following:
 - Major changes to quality improvement methods
 - Major system changes in state and/or local funds are permissible only upon written approval by F5CA.
 - Changes in policy, priorities, and focus of the F5CA Commission
 - Changes to align with the priorities in the Master Plan on Early Learning and Care or by the governor
 - c. The lead agency must submit a written request at least 60 days prior to the implementation of the proposed change (staffing changes must be disclosed within 30 days of a change). Requests will be reviewed and either approved or rejected by F5CA within 10 business days. If applicable, an Action Plan and corresponding budget amendment must be submitted describing the major system change and the change to the original budget for one or more fiscal years.
- 19. Dispute Resolution (Fiscal Components) The lead agency shall attempt to resolve disputes of fiscal components (reimbursement, budget amendments, etc.) with F5CA staff. If the dispute is not resolved at the first staff level, the Executive Director or designee of the lead agency may appeal the decision. Such an appeal can be made by submitting a written description of the issues and the basis for the dispute to the Chief Deputy Director of F5CA within thirty (30) calendar days of receiving an initial response from the first-level determination of the dispute. The Chief Deputy Director shall decide and send written notification of the decision to the lead agency, together with the reasons for the decision, within sixty (60) calendar days of the receipt of the lead agency's notification of the dispute. The dispute. The decision of the Chief Deputy Director shall be final.
- 20. Adequate and accurate program and expenditure records that document the allowable costs must be retained for five (5) years. F5CA, the Department of General Services, and the Bureau of State Audits, and their authorized representatives shall have reasonable access to the lead agency's offices and/or IMPACT 2020 sites for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other material that may be relevant to a matter under investigation to assess compliance.
- 21. Termination of grant F5CA retains the option to terminate this grant without cause at its discretion, provided that written notice has been delivered to the lead agency at least thirty (30) days prior to such termination date. If F5CA terminates the grant at its discretion, the lead agency will be entitled to compensation upon submission of an invoice

and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to the agreement, up to the date when notice of termination is received by the lead agency ("the notice date"). The lead agency will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the agreement after the notice date, unless the lead agency receives written advance approval from F5CA.

- 22. Funding Contingencies Any entity that enters into an IMPACT 2020 agreement with F5CA understands and agrees that the agreement is valid and enforceable only if sufficient funds are available in the appropriate accounts administered by F5CA to carry out the purposes of the grant. This agreement shall be invalid and of no further force and effect if sufficient funds are not available in the appropriate account due to:
 - a. A decrease in projected tax revenue collected pursuant to the Revenue and Taxation Code Section 30131.2
 - b. Any additional restrictions, limitations, or conditions enacted by the Legislature
 - c. Any statute enacted by the Legislature that may affect the provisions, terms, or funding for the agreement in any manner

In the event there are insufficient funds in the appropriate accounts administered by F5CA due to any of the aforementioned reasons, the State of California and/or F5CA shall have no liability to pay any funds to the lead agency or to furnish any other considerations under the agreement; the lead agency, subsequently, shall not be obligated to perform any provisions of the agreement. If full funding does not become available, F5CA may amend the agreement to reflect the funding reduction and/or reduced activities. If possible, alternate funding arrangements may be made to address F5CA funding contingencies.

- 23. Ownership of Products and Copyright Upon their creation, all products, deliverables, or like items that are produced, created, developed, or the like, shall become the sole and complete property of F5CA during the term of the agreement. F5CA retains all rights to use, reproduce, distribute, or display any products created, provided, developed, or produced under the agreement and any derivative products based on agreement products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.
 - a. Any subcontractor agreements shall include language granting F5CA the copyright for any products created, provided, developed, or produced with IMPACT 2020 funds. In addition, the lead agency shall require the other party to assign those rights to F5CA. For any products for which the copyright is not granted to F5CA, F5CA shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such products in any manner for governmental purposes and to have or permit others to do so.
 - b. All products distributed under the terms of the agreement and any reproductions of products shall include a visible notice of copyright. This notice shall state "Copyright" or "©," the year in which the work was created, and "First 5 California."
- 24. Non-Discrimination During the performance of the grant, the lead agency and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, mental disability, medical condition, age, marital status, and denial of family care leave. The lead agency and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The lead agency and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a–f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.).
- 25. Indemnification and Hold Harmless Neither F5CA nor any officer or employee thereof are responsible for any damage or liability occurring by reason of anything done or omitted to be done by the lead agency under, or in connection with any work, authority, or jurisdiction delegated to the lead agency under the agreement. It is understood and agreed, pursuant to Government Code section 895.4, the lead agency shall fully defend, indemnify, and hold harmless F5CA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth occurring by reason of anything done or omitted to be done by the lead agency under or in connection with any work, authority, or jurisdiction delegated to the Contractor under this agreement.

Grant Award Notification

GRANTEE NAME AND ADDRESS					CDE GRANT NUMBER			
Mono County Children and Families Commission					РСА	Vendor	Suffix	
365 Sierra Park Road, Building M						Number		
Mammoth Lakes, CA 93546					15548	26800	00	
Attention Molly DesBa	aillets, Executive Direct	or	STANDARDIZED A CODE STRUCT			COUNTY		
Program Office					source Code	Revenue Object Code	26	
Telephone 760-924-762	26			Ę	5033	8290	INDEX	
	r <mark>ant Program</mark> Development Grant - Re	enewal					0656	
GRANT	Original/Prior Amendments	Amendment Amount Tota		Amen d. No.		Award Starting Date	Award Ending Date	
DETAILS	GRANT \$10,466 DETAILS \$11,040 \$10,418 \$10,418		\$31,924			01/01/2021	12/30/2022	
CFDA Number	Federal Grant Number	Fed	leral Grant Na	ame		Federal	Agency	
		ESSA – Preschool Development Grants Birth through Five				USDHHS		
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Grant Award Notification (Continued)

The purpose of the PDG-R funding is to collaborate with the QCC on implementing the PDG-R strategies and outcomes within the QCC context.

- 1. All grantees will utilize PDG-R funding to increase the support and capacity for family, friend and neighbor (FFN) care providers, family child care (FCC) providers, and home-visiting (HV) providers to provide quality care for underserved populations, particularly infants and toddlers and low-income children and families living in rural and isolated communities and/or experiencing trauma stemming from homelessness, disasters, or other sources.
- 2. All grantees will utilize a transition framework to implement effective transitions from early learning and care (ELC) to transitional kindergarten (TK)-12 and address the needs of children and families eligible for but not serviced by existing programs, including infants and toddlers, children in rural communities, and/or children experiencing significant trauma (for example: homelessness, foster care, disasters, etc.).
- 3. All grantees will serve as the quality improvement (QI) umbrella to holistically set and implement PDG-R recommendations and supports to address QI priorities, such as: supporting children who have experienced trauma, children with disabilities, strengthening family engagement, and strengthening QI for all providers in the early learning and care system.
- 4. All grantees are required to comply with the data and reporting requirements of the PDG-R funding of this grant. Additionally, grantees are required to submit an annual site-level common data report for their county or regional consortia. Grantees are required to submit the annual Consortia Annual Performance Report via the online survey regarding the regional/local processes and strategies to implement QCC and other more evaluation-related topics, as needed. Content is determined annually.
 - a. Data collected within the PDG-R quarterly reporting includes, but is not limited to, the following:
 - *i.* Zip codes of where supports and services are provided.
 - ii. Open ended narratives:
 - 1. Please describe the consortia's efforts to increase the support and capacity for FFN, FCC, and HV providers to provide guality care for underserved populations.
 - 2. Please describe the consortia's efforts to more effectively expand infant/toddler (I/T) care and support low-income and disadvantaged children and families, especially those living in rural and isolated communities and/or experiencing trauma stemming from homelessness, disasters, or other sources.
 - 3. Please describe support for FCC and FFN providers and HVs, and connections to Adverse Childhood Experiences (ACEs) screenings, early childhood mental health consultants, and supports.
 - 4. Please describe the consortia's efforts to address guality improvement priorities such as: supporting children who have experienced trauma, children with disabilities, strengthening family engagement, and strengthening quality improvement for all providers in the early learning and care system.

- *iii.* School districts, and/or zip codes, utilizing transition framework to implement effective transitions from ELC to TK-12.
- All grantees are required to retain a copy of the General Assurances for their records and audit purposes, which can be obtained at the CDE Funding Forms web page at <u>https://www.cde.ca.gov/fg/fo/fm/ff.asp</u>.

For Tribal Child Care Association of California Only:

PDG-R Activity 5B: Strengthen Tribal Child Care Association of California (TCCAC)

In addition to the PDG-R funding that supports the QCC in building a more equitable ELC system by increasing the supports and capacity for FFN, FCC, and HV providers to provide quality care for underserved populations and families experiencing trauma, TCCAC will receive PDG-R funding to expand state and tribal partnerships to enhance infrastructure for strengthening quality, culturally appropriate ELC and to ensure equity in services.

PDG-R funds will enhance the ongoing state and tribal partnership by supporting a state staff position to serve as an equity consultant and work, in part, with TCCAC as a tribal liaison to represent tribal interests and enhance coordination at the state level. PDG-R will also fund TCCAC to hire a dedicated, full-time staff to accelerate the work to improve the tribal Quality Improvement System. In collaboration with the CDE, TCCAC will utilize PDG-R funding to directly support implementation in support of the state's goals to ensure equitable access and alignment of high quality ELC; alignment of state resources for Tribal Communities, Tribal Families, and Tribal Child Care in California.

Programmatic and Fiscal Reporting for all Grantees:

- Grantees agree to follow any applicable federal or state law relating to this grant and will meet all fiscal and auditing standards required by the CDE. Any consortium receiving PDG-R Grant funds is required to use the funds only for the intended purposes of this grant. PDG-R funding is to be accounted and reported separately from other funding sources.
- The reimbursement of the PDG-R grant will not use the QCC Reporting Portal. Templates for fiscal reporting will be sent to all grantees.
- Programmatic and fiscal reporting are required using the reporting periods below. Should
 additional reporting be needed, communication will be sent via the <u>QCC@cde.ca.gov</u> email
 box.
- Fiscal and Programmatic reporting period due date to the CDE are as follows:
 - o January 1 May 31, 2021: June 15, 2021
 - o June 1 August 31, 2021: September 15, 2021
 - September 1 November 30, 2021: December 15, 2021
 - o December 1, 2021 February 28, 2022: March 15, 2022
 - o March 1 May 31, 2022: June 15, 2022
 - o June 1 August 31, 2022: September 15, 2022
 - o September 1 December 30, 2022: January 15, 2023

Local Consortium QCC Plan: Local Needs, Participation, and Quality Tier Goals

Note: The consortium proposal needs to be inclusive of local quality improvement supports, the local QRIS and state-funded quality project work - to include relevant CDE-funded quality projects where appropriate and Talk. Read. Sing.[®] – and show how there will be increased alignment over time toward a shared quality vision. CDE and F5CA will review the proposals and may ask for additional information to understand the plans and/or help strengthen them.

A1

Describe current/planned needs assessment for your county(ies) and include all sources of information used. Describe the community's children who are high-impact including those with high-need, especially infants and toddlers, children living in poverty, dual language learners, foster children, children experiencing homelessness, children with disabilities, and children who are tribal, migrant, and/or live in rural/isolated communities.

In Mono County, the Mono County Child Care Council has a Strategic Plan that serves as the LPC needs assessment; First 5 Mono developed a needs assessment for the First 5 Commission and QCC Consortium. The most highly impacted children in the county are those whose parents' qualify for subsidies, but do not have a subsidized child care slot available. According the draft 2019-2020 Mono LPC zip code priorities and up-to-date alternative payment funded slots, there are 263 infants and toddlers who qualify for a subsidized slot but do not have one and 126 preschoolers who qualify for a subsidized slot that do not have one. Additional characteristics that impact the population eligible for subsidized slots are children who:

- are dual language learners, about 50% of the Counties child population is Hispanic and according to ELNAT and kindergarten enrollment data 9% of 3-5 year olds are dual language learners
- are living in poverty, about 50% of the Counties births are to mothers with Medi-cal and 1% of children served by a QCC site receive CalWORKS vouchers
- are living in rural communities, 100% of the birth-5 population
- are living in isolated communities, 100% of our County is isolated
- have disabilities, 11; 1% of children served by a QCC site
- are tribal
- are in the foster care system, 3; .4%

In Alpine County, the Alpine County Child Care Planning Council conducts a child care needs assessment every 5 years. The current needs assessment was produced in 2015 (2015-2020) utilizing information from the US Census Bureau, US Department of Labor, California Child Care Resources and Referral Network, Kidsdata.org, Alpine County Unified School District, Alpine County Health & Human Services department and direct community surveys by geographic area. The same data sources will be used in the next needs assessment slated for completion in 2020 for the next five year period. Alpine County is a rural, frontier county with a total population of just 1,129, just 1.52 people per square mile. The fact that 96% of the county's 738 square miles are designated as public land, limits potential economic and population

growth. Currently, there are approximately 190 resident youth, age 0-17, with an estimated 45 children age 0-5. Dual language learners and children in foster care are not common among Alpine residents. Current estimates of children in high-impact categories include those who are:

- living in poverty (60%)
- living rural communities (100%)
- living in isolated communities (100%)
- living with disabilities (18%)
- tribal community members (52%)

A2

Describe the goals and objectives of the local Consortium * and the QCC Plan.

Mono and Alpine Counties

Childcare Quality System Plan 2019-2023

Goal: Improve the system supporting quality early learning for all children from birth to age 5 and support improved outcomes for sites, early educators, children and families.

Objectives:

Child Focus

- 1. All children are school-ready upon kindergarten entry.
- 2. Children with special needs access early intervention services prior to kindergarten entry.
- 3. Coordinate efforts with SELPA to ensure children with special needs are included in childcare programs.

Family Focus

- 4. Families have information about quality childcare and are supported through the resource and referral process to select appropriate programs.
- 5. Families can access quality early care regardless of income.
- 6. Survey data yield families of all income levels report accessing quality early care.
- 7. Families are engaged.

Program Focus

- 8. Participating sites sustain high CLASS and ERS or FECRS scores or improve CLASS and ERS or FERS scores.
- 9. Increase and sustain the percentage of early educators trained to administer developmental assessment tools (ASQ & DRDP).
- 10. Early Childhood Educators (ECE) are progressing in the Early Childhood permit matrix.
- 11. Provide participating sites support on transition to kindergarten.

A3

Describe how the consortium will build ELC and home-visiting (HV) capacity and quality in high-impact communities, support smooth transitions from ELC to elementary school, and address the needs of children and families that are eligible for but not serviced by existing programs (infants/toddlers, children in rural communities, and children who are high-impact).

In Mono County, evidence based home visiting is available to all families. Quality improvement occurs within the annual performance process with the evidence-based agency, Parents as Teachers. To support smooth transitions to kindergarten, a kindergarten teacher conducts an annual kindergarten readiness training for providers, and First 5 holds Kindergarten Round Up across the County that includes backpacks with readiness supplies, a parent handbook on readiness, and a child activity workbook. To address families eligible for but not serviced by childcare slots, First 5 provides access to home visiting and playgroups. This includes families with infants and toddlers, children whose families are low-income, children who are dual language learners, and children in rural communities. The LPC Coordinator, R&R and APP staff are also able to refer providers and parents to First 5 home visiting and playgroups.

In Alpine County a public health nurse does new parent visits based on parent needs. A kindergarten visit day supports transition to kinder and a developmental transition information sheet is given to each family then the school district conducts Kindergarten Round Up. The consortia will seek to renew efforts of the previously active Early Learning Taskforce to coordinate more fully between First 5, the LPC, Kindergarten teachers, and ECE teachers.

Local Consortium QCC Plan: Governance - Convening and Strengthening Partnerships Describe which member agency(ies)/staff are responsible for and how the consortium will accomplish each of the following activities:

B1

Governance and decision making process for ensuring shared knowledge and agreement with the consortium's QCC plan and budget. Include how ELC providers will be engaged in planning and decision making processes, including but not limited to school districts, Head Start/Early Head Start, and Tribal partners (where relevant). Visual/flow chart that shows the decision-making process welcome but not required.

Governance:

- 1. Consortium members will agree on roles, responsibilities, and collaboration as necessary at each LPC meeting where the Childcare Quality System is discussed.
- 2. Decision-making will be by group consensus at Local Planning Council meetings

B2

Roles and responsibilities for each consortium member agency, including but not limited to the following:

- Lead Agency(ies)
- COE
- First 5 County Commission
- CCR&R
- LPC
- APP
- Institution of Higher Education

Mono County

First 5: Site advising, coaching, quality improvement planning, and rating, assessing and observing; provide an ASQ training every other year; annually report school readiness data; provide home visiting and playgroups to families across the County; administer surveys to parents and providers to identify strengths and weaknesses of quality system supports.

MCOE (LPC): Provide child development permit support by attending Advising meetings twice a year. Is applying for the workforce development grant for both Mono and Alpine Counties. Conduct LPC activities; help coordinate the common training calendar and trainings; help coordinate the end of the year Provider Appreciation event. Conduct workforce development training or attend advising meetings to support individuals' progress in the Child Development Permit Matrix.

IMACA (CCR&R and APP): Provide information non high-quality childcare to families seeking care, support families with low income to access childcare subsidies, support FCC and FFN through snack and chats, provide trainings for the CCIP program, and support MCOE with the Provider Appreciation Event.

Cerro Coso Community College (IHE): Provide online child development classes, provide some classes available to high school students to support an Early Childhood Educator Career Pathway, support students in accessing financial supports for classes and the Early Childhood Mentor program.

First 5 Mono: Support participation in the CQS with subsidized providers. Participate in planning and implementation of CQS. Gather information from sites to support improvement of the CQS.

First 5 Alpine: supports childcare slots, provider attainment of child development permits (in partnership with Choices for Children or through the local consortia's IMPACT or Workforce Development Grant Coordinator), and parent education trainers for playgroups conducted by the R&R Choices for Children 4 times a year.

ACOE (LPC): Conduct LPC activities, serve as a point of contact for training planning, completes and is the fiscal agent for funding applications like the PDG.

Choices for Children (R&R): conduct playgroups; provide information on childcare quality to parents seeking care, and conducts parent education.

Lake Tahoe Community College (IHE): Provides adult education whose Advance program is a successful avenue for providers to attain child development permits and earn ECE units. Advance supports students with housing, food, and has navigation specialists who support students in selecting courses.

B3

How the consortium will strengthen and/or expand partnerships.

Mono and Alpine County partners have worked hard over the last 5 years to strengthen and expand partnerships and have enjoyed much success in this area. Thanks to the rural nature of our Counties, we are able to work closely together to improve our system regularly. We will continue to use LPC meetings in both Counties for continued consortia communication to strengthen and expand partnerships. In Mono there are an additional 4-6 meetings a year between the LPC coordinator, First 5, and IMACA (R&R, APP and CCIP) to co-plan for the training calendar and Provider Appreciation event. In Alpine the potential to expand the partnership between the LPC, R&R, and First 5 will be explored to seek to fund training, and plan to establish a Parent Café with a Native leader.

Local Consortium QCC Plan: Engagement and Recruitment

Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

C1

The process the consortium will use to engage ELC providers with QCC and specific outreach and recruitment strategies for each provider type:

- Home-Based: FFN and FCC
- Center-Based: CDE direct contract programs (e.g., CCTR and CSPP), Head Start, centers receiving
- subsidized vouchers, and other centers
- Alternative Settings (if applicable), including "stay and play" for families and providers in local libraries
- Home-visiting programs, including DSS CalWORKS Home Visiting, as determined by community need

Home-Based: We will hold an orientation night each year and send out notices to the newspapers, through the First 5 listserve, and at playgroups and home visiting to encourage participation for homebased providers. IMACA engages home based and trustline providers by offering a monthly craft to support engagement with children. We will seek to identify, and better understand and serve FFN providers. Playgroups are identified as a potential avenue to include FFN providers in our work.

Center-Based: As we currently serve all centers in the County, the site's advisor will reach out to them after the start of the program year to offer a beginning of the year meeting.

Alternative settings: playgroups and home visiting are conducted by First 5 Mono--partners will chose each year if their site is able to continue to participate as an alternative site.

Home Visiting: In Mono, this is conducted by First 5 (CalWORKS and Welcome Baby & Healthy Families) so is easily included in CQS activities.

In Alpine Choices for Children conducts playgroups with support from partner agencies including: First 5, Live Violence Free, and Behavioral Health. Each agency alternates to provide a meal and activity. The Library offers a monthly story time funded by the Friends of the Library. A public health nurse provides home visits as needed and childcare providers can refer families for home visits. The nurse also offers trainings to providers on oral health, handwashing, and referrals for healthcare.

C2

How the consortium will retain participating programs and how programs will be engaged in quality improvement activities.

Stipends to sites help to retain participating programs as well as high-quality professional development, site-specific supports, communities of practice, advising, coaching, and the opportunity to be rated. As part of the advising every site is offered, quality improvement plans are developed in partnership with the providers. QIPs are supported by providing resources to the provider to help them achieve their quality improvement goals. The LPC plans to support Workforce Development and apply for that funding stream. Child Development Permit attainment is supported this year through the LPC coordinator who supports providers to access financial support for permits through the Child Development training Consortium. IMACA provides tools and kits to compliment training topics. The MCOE LPC coordinator is applying for the workforce development grant which will compliment programs herein to support (in part) acquisition of child development permits and access to the Child Development Training Consortium for partial reimbursement for permits.

С3

How the consortium will build and maintain partnerships with school districts to ensure smooth transitions from ELC to TK-12.

In Mono and Alpine Counties both First 5 and MCOE have strong ties with school districts in the County. First 5 Mono has partnered for 15 years with the districts on Kindergarten Round Up, Summer Bridge, and Kindergarten Readiness Assessments. First 5 Mono also helps ensure there is a training each year provided by a kindergarten teacher to ELC on kindergarten readiness. As funds allow, the LPC will pay trainers for Kindergarten Readiness training. The consortia will seek to implement grade level trainings on transition to school for pre-K and K teachers to support each other.

In Alpine transition to school activities include: Kindergarten Round Up, Visit Kindergarten Day, parent education is provided to parents of preschoolers, and the preschool conducts the DRDP to inform school readiness.

Local QCC Consortium Plan: Ensure Accountability - Participation and Improvement Goals **D1**

Upload tables estimating goals for sites participating in QI, rated sites, and sites rated at tiers 3-5 for each of the three years of the grant period. These are estimates only, and meant to inform local planning and resource allocation. Please use the targets and definitions included in Appendix A/B. June 2023 goals should take into account required targets for each applicable funding stream. Goals should demonstrate how the consortia will ensure steady improvement in participation, quality, and children served across the mixed delivery system.

D2

How the consortium will conduct initial and ongoing assessments for the purpose of quality improvement and/or ratings of each of the provider types in QCC service area. Include who will be responsible for carrying out assessments and ratings and links to Regional Hubs, CDSS-CCLD, etc.

In both Counties, assessments for quality improvement are conducted with the site director, owner, or provider and an advisor. For licensed sites this involves completing the QCC Rating Matrix with the provider as if they were to be rated. Through this process, sites identify which elements they will seek to improve and how. The process is incentivized by providing higher stipends to sites whose projected tier is higher. If the site chooses to be rated, or is a CSPP site, assessments will be organized by First 5 Mono,

the site advisor will conduct ratings and the First 5 Director will review them. Since First 5 Mono administers the Regional Hub, the link is internal.

D3

The process to ensure assessors meet the qualifications outlined in the QCC Implementation Guide. Include the process(es) for ongoing quality control to maintain an appropriate degree of rigor, including interrater reliability in the rating process and how the consortium will ensure consistency and alignment in these with the rest of the state.

Assessments for both Counties take the annual certification tests and must pass to conduct assessments. Assessments are conducted by an external contractor who must provide documentation that reliability standards are met. Quality control is conducted by the First 5 Executive Director who checks in at least twice a month with the rater to ensure ongoing quality control and rigor.

D4

Data system(s) that will be used to: record assessment and rating information; track site-level and teacherspecific quality improvement supports and incentives; record participation by program type; and track progress in relation to the consortium's local quality improvement targets. We use i-Pinwheel.

D5

The process to ensure workforce data is uploaded into the California Early Care and Education Workforce Registry. Include how the consortium will ensure PD opportunities are recorded, published, and attendance tracked within the Workforce Registry.

First 5 Mono and the LPC coordinator are currently in the process of getting administrative access to the workforce registry for the purposes of ensuring that PD opportunities are offered, and attendance tracked, through the registry. For FY 2020-21 the CQS will seek to have all trainings offered only through the workforce registry for both counties. Given the challenge many providers have using computers, we plan to imbed support enrolling in Professional Development in Snack and Chat and as necessary IMACA will also provide support on the phone and has a computer available for providers to use during business hours. Additionally, IMACA will support providers at monthly Snack & Chat meetings with Workforce Registry registration and enrollment in training. MCOE holds the AB212 grant and will begin the process to learn then do: uploading trainings and other necessary data to the workforce registry.

In Alpine, the Childcare Quality System issued a laptop to Busy Bear, and at the Alpine Early Learning Center staff has access to computers as a group if needed,

Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

E1

Create individualized quality improvement plans for participating sites.

First 5 Mono's program coordinators (one English and one Bilingual) partner with providers in both Counties to create quality improvement plans with participating sites.

E2

Collect and use data and feedback from each program type to inform continuous improvement in the implementation of quality improvement supports.

Annual Progress Report data is reviewed annually at the Mono and Alpine LPCs to determine trends in participation, CLASS and ERS scores, and the number and demographics of children served. The data is used to help plan for improvements during the summer when the program planning for the next year occurs. Alpine shares data with the First 5 Mono Executive Director.

E3

Increase the quality of ELC programs and utilize CDE and F5CA-funded quality improvement resources to create opportunities for providers to strengthen their skills by expanding access to evidence-informed delivery methods, such as, coaching, specific training sessions, targeted resources, peer-learning and partnerships that help them gain the knowledge, skills, and competences to support young children and their families. Include how the following will be implemented:

- Training and technical assistance to program staff on developmental and behavioral screening using standardized, validated screening tools
- Coaching to improve program quality through nurturing adult-child relationships and safe, healthy
- learning environments
- Talk.Read.Sing.®
- CDE CCDF Quality Projects, including but not limited to the Child Care Initiative Project (CCIP) and the new Business Practices training operated by the local resource and referral agency (R&R) consortium member.
- Training and technical assistance for program staff to provide effective and responsive learning environments for children with disabilities, challenging behaviors, and those who have experienced trauma, including utilizing adverse childhood experiences (ACEs) screenings, early childhood mental health consultants, and other supports

Note: Individual professional development/workforce supports will be described in the Early Learning and Care Workforce Development Pathways Grant RFA, which will be released in early 2020.

- An ASQ training is offered every year, alternating between Mono and Alpine Counties. As providers implement the screens, technical assistance is provided by the site's advisor.
- CLASS-based coaching is available to a limited number of sites who request it each year (3).
- Talk.Read.Sing will be incorporated in home visits, playgroups, and family engagement materials given to providers in both Counties.
- In Mono County, CCIP and R&R trainings are included in the Provider Training Calendar and may be included as qualifying Professional Development for IMPACT, CSPP BG and PDG-R depending on the topic. Alpine County will consider offering a "Steps to Becoming a Childcare Provider" training in partnership with the new R&R Coordinator.
- In Mono, each year a training is offered on the topic of serving children with special needs by the local SELPA or another trainer, which is organized by the LPC, to support sites' ability to respond to the needs of children with disabilities and challenging behaviors. The site advisor may offer home visits to the provider to help them learn to effectively address behavior or disability concerns, or a one-on-one meeting may be schedule with the SELPA program and the provider to support child and site specific strategies. As providers share information related to challenging behaviors, advisors will support providers in

recommending appropriate resources such as: home visiting, playgroups, or mental health support for the child, parent, or provider. The LPC or R&R will provide an annual training on trauma informed care using emergency care bridge funding—this training may also include ACEs topics.

- The LPC and R&R coordinate annually to provide trauma informed care training to address topics related to ACES.
- In Mono Becoming a licensed care provider training is offered as needed and information will be shared one on one by request. Alpine will seek to develop the same training.
- In Mono the R&R will seek to meet provider training requests.
- The R&R with braided funding with CCIP helps Mono County residents who wants to become a licensed provider and offers Business Practice trainings for family child care providers.
- In Alpine County, parent education through the R&R also serves providers.
- Both Counties leverage Hub funds for trainings.
- In Alpine, participation in the Inclusion and Early Learning Community of Practice with partners in the CSESSA region had supported the "I Belong" training which Alpine Early Learning Center staff attended.
- SELPA in Lake Tahoe can refer families to Behavioral Health and Public Health trauma informed practices. This increased capacity will be sought to support a childcare provider training.

Local Consortium QCC Plan: Family Engagement Strategies

Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

F1.

Support ELC providers to promote culturally and linguistically effective strategies to engage families and support children's learning and development. As applicable, include how Strengthening Families is being used and any connections that will be made to the R&Rs PDG Parent Cafes.

In both Counties, ELC providers discuss family engagement strategies with their First 5 advisor for the completion of the site plan. In the discussion of engagement activities, cultural and linguistic appropriateness for supporting children's learning and development is considered. Parent Cafes have not yet been implemented in Mono County. Starting in FY 2020-21, IMACA will begin offering a monthly Parent Café to help engage families and provide information about IMACA and other partner support programs, and Alpine County is also exploring the option.

The LPC Coordinator in Mono plans to become a Strengthening Families trainer and provide trainings to providers, consortium partners, and parents. In Mono, the R&R has a lending library available to providers and parents, promotes the APP and provider referral list to support families.

F2

Strengthen connections with the California Department of Social Services (CDSS) CalWORKs HV program and other HV programs and what supports or cross-training PD opportunities they will provide to HV staff.

Since the CalWORKS Home Visiting program and First 5 home visiting program are within the same agency, cross-training PD opportunities like Strengthening Families and others have been in place for several years.

In Alpine there is no CalWORKS home visiting, nor in-county training. The Public Health nurse that conducts home visits though will be invited to CQS trainings.

F3

Identify and engage children and families experiencing homelessness in their communities and the ELC programs serving them.

In Mono, through the CalWORKS Home Visiting program, First 5 has gotten referrals for families experiencing homelessness. To improve engagement those families, First 5 is hoping First 5 California will fund a diaper program that can serve as a support to families experiencing homelessness and be distributed at an agency as well as through home visitors. Although the homeless youth coordinator currently only tracks the K-12 system, First 5 will seek to work with her to support identification of and service to families experiencing homelessness. IMACA's homeless advocate is able to refer families seeking shelter to First 5 home visiting and playgroups.

In Alpine there is establishes coordination between DSS and ELC. Both connect to serve homeless kids in childcare. As the County is so small, the relationship is very personal.

Local Consortium QCC Plan: Outreach and Communication - Public Information Program Quality Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

G1.

Inform the public and families about its local QIS and the importance of high-quality ELC for children's learning and development.

Mono: F5: website in both Counties and letter sent home each year through providers describing their provider's participation in CQS. LPC Website. IMACA: Families seeking the provider referral list, and on the website

MCOE: on the LPC website

ACOE: will add it to the website

Alpine Early Learning Center promotes quality through the intake process, provides a letter to parents at the end of the year on achievements in the CQS, and displays their rating on-site.

Partner with the local CCR&R(s) and others to share quality ratings and inform * consumer education.

First 5 in each County shares the rating document with the R&R to share with families seeking care.

Local Consortium QCC Plan: Incentives

Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

H1.

Use CSPP QRIS Block Grant Funds to support site QRIS block grants for CSPP sites rated at Tier 4 and Tier 5. Specifically, include: amount given per site, classroom, enrollment or other factors; amount for Family Child Care Homes (FCCHs) within a Family Child Care Home Education Network (FCCHEN); how amount varies based on whether the FCCH is licensed as small or large, on the number of children enrolled, or other factors. If the consortium is also providing local site block grants to with the other QCC funding sources to mirror the CSPP required site block grants, please describe which settings and address the same details as above.

There are only three agencies that operate CSPPs in Mono and Alpine Counties. Sites rated at tier 5 receive a \$2,000 block grant and sites rated as a tier 4 receive \$1,500. Sites participating in the PDG-R and IMPACT funding streams receive a site-level stipend based on the following factors: how many children the site served (as determined by completed ASQs or signed opt out forms), the site's step level, and the sites projected tier on the matrix. To ensure FCC and FFN sites that serve small numbers of children still receive enough to support their participation in the program, minimum amounts per step level are set. Please see the page from the site plan that provides the details for stipend calculations.

G2

H2.

Process and incentives available to improve the quality of sites not yet at Tier 4. Identify any particular challenges in assisting these sites to move to Tier 4.

At the all advising meetings providers discuss their projected points on the matrix and plan together how more points might be added the following year to improve the site's quality. One of our largest challenges is for Spanish speaking providers who are not comfortable taking college courses. FCH are challenged with the inability of their space to allow for high ERS scores. For assessments and observations, FCC providers are wary of having an external evaluator in the home. Also, FCH find child observations challenging due to the time involved, especially for the DRDP. Overall, many of our FCC are challenged with using the computer.

H3

What incentives will be provided to non-CSPP funded programs. Include in your description the setting type and/or quality level and/or type of participation (i.e., rated vs. quality improvement only), as well as the rationale for the type of incentive.

See H1. In both Counties materials support to improve ERS and CLASS are provided as LPC (Mono Only) and QCC funds allow.

Local Consortium QCC Plan: Monitoring and Evaluation Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

11.

How the consortium will collect, summarize, and use data to continuously improve the consortium's approach to governance, quality improvement, outreach and communications, and incentives.

In Mono and Alpine Counties, raining surveys are developed with the consortium and are compiled by the R&R each year for meetings over the summer to help determine which trainings were most effective to inform development of the net year's training calendar.

First 5 Mono conducts the following for both Counties: distributes, collects, and compiles provider surveys at the end of the year to better understand how the system is functioning form a provider perspective.

Governance will be determined by an annual review of the Childcare Quality System Plan at each LPC.

In Mono he R&R will conduct outreach and communication with the APP providers and notify them about each training on the training calendar and mail out a monthly newsletter to be shared with families. The R&R also distributes surveys after their trainings. Survey results indicate that trainings are enjoyed by providers and sometimes request more information about some topics (e.g. ACEs, trauma

informed care, special needs and Q&A with licensing. If feedback indicates a desired training topic, it is included in the following FY.

Incentives will be provided through QCC and LPC (Mono Only) funds.

The Hub developed training surveys and data analysis.

First 5 Mono compiles Alpine training surveys which are shared with the LPC Coordinator annually.

The LPC needs assessments will include data from the CQS.

INTRA-AGENCY AGREEMENT BETWEEN THE COUNTY OF MONO AND THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION FOR THE USE OF CDBG FUNDS (GRANT # 20-CDBG-12071) FOR CHILDCARE AND PRESCHOOL ACTIVITIES IN MONO COUNTY

THIS INTRA-AGENCY AGREEMENT, entered this XX day of XX, 2021 by and between the County of Mono, a political subdivision of the State of California (herein called the "Grantee") and the Mono County Children and Families Commission, an agency of the Grantee charged with planning, developing, and implementing programs on behalf of Grantee that support the early development of children up to five years of age within Mono County (see Mono County Code Chapter 7.90 and Cal. Health & Safety Code §§ 130100 et seq.) (herein after "First 5").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, a portion of such funds are allocated for the development and implementation of childcare and preschool programs for children up to five years of age in underserved areas of Mono County; and

WHEREAS, the Grantee and First 5 wish to set forth an intra-agency plan for the utilization of the CDBG funds by First 5 to provide childcare and preschool programs consistent with the Grant, the HCD Act, and other applicable laws (hereinafter the "Applicable Requirements");

NOW, THEREFORE, it is agreed between the parties hereto that;

I. <u>SCOPE OF SERVICE</u>

A. <u>Activities</u>

First 5 will be responsible for implementing and administering CDBG Grant 20-CDBG-12071 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Child Care Delivery. First 5 shall contract for the provision of those child care and preschool activities described in detail in the Scope of Services, which follows the signature portion

of this Agreement and is hereby incorporated by this reference.

General Administration

First 5 will provide all administrative support necessary throughout the duration of Child Care Delivery including, but not limited to:

- A. Monitor, and apprise the Eastern Sierran Unified School District (ESUSD) and Grantee of deadlines and actions necessary to ensure compliance with Applicable Requirements as per Chapter 12 of the CDBG Monitoring Handbook.
- B. In consultation with the Mono County Counsel, review the procurement processes of ESUSD and all related documentation to ensure that Applicable Requirements are met.
- C. Review and monitor program activities and delivery to ensure compliance by ESUSD and Grantee (including First 5) with Applicable Requirements.
- D. Ensure Financial Management systems are kept in accordance with 24 CFR 85.20.
- E. Prepare all required administrative documents for CDBG including: Setup and Completion reports, General Conditions Clearance Checklists, Environmental Review documents, Funds Request forms, Summary Expenditure Forms, Annual and Semi-Annual Report Request, Annual and Semi Annual Labor Standards Enforcement Report (HUD Form 4710), Financial Accomplishments Report (FAR), and Grantee Performance Report (GPR),
- F. Prepare all required procurement forms including any applicable form in Chapter 8 of the CDBG Grant Management Manual.

B. <u>National Objectives</u>

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

First 5 certifies that the activity (ies) carried out under this Agreement will meet two of the National Objectives: benefit low- and moderate-income persons and meet community development needs having a particular urgency. These objectives will be met as prior to CDBG funding, there was no licensed child care providers in Bridgeport, which includes

residents with low and moderate income. Construction and operation of child care facilities in both locales will meet a long-standing need in both communities and offer educational opportunities for children from families with low and moderate income while also providing the child care necessary for parents to work.

C. <u>Levels of Accomplishment – Goals and Performance Measures</u>

First 5 will provide, through subcontract or subrecipient agreement as appropriate, the following levels of program services. Longer periods may be allowed when necessary due to compliance issues and/or weather, as determined by the parties.

Activity #1: Program delivery. This task shall be performed in compliance with all Applicable Requirements, and includes the provision of preschool and child care services to eligible children in the targeted communities as described and in compliance with the Scope of Services set forth below. DATES: XXXX 2021 -- June 30 2023

Activity #2: Compliance Monitoring and Reporting. Ensure compliance with all Applicable Requirements throughout the term of this Agreement and during any time thereafter during which First 5 remains in control of CDBG funds or other CDBG assets, including program income. Perform required monitoring, program delivery, reporting and related activities. <u>DATES: Ongoing</u>.

D. <u>Staffing</u>

First 5 Director: as duties are completed—10% FTE First 5 Fiscal Specialist: as duties are completed—not to exceed 10% FTE

E. <u>Performance Monitoring</u>

The Grantee will monitor the performance of First 5 against goals and performance standards as stated above. Substandard performance as determined by the Grantee's Board of Supervisors will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by First 5 within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated and tasks may be assigned to a different department or agency of Grantee.

II. <u>TIME OF PERFORMANCE</u>

Services of First 5 shall start upon approval of this Agreement and end on the XXst day of June 30, 2023. The term of this Agreement and the provisions herein

shall be extended to cover any additional time period during which First 5 remains in control of CDBG funds or other CDBG assets, including program income.

III. <u>BUDGET</u>

	2020-2023
	Operational
	Budget
Secretary	9,930
Fiscal Coordinator	4,326
Provider - 8 Hour	72,755
Paraprofessional, 7.5 Hour	62,975
Custodian	1,895
Food Service Worker II	8,129
Substitutes	9,300
Statutory Benefits	60,659
Health and Welfare	57,227
Books and Supplies	6,273
Travel / Training	2,091
Total Operational Budget	295,559

General administration funds of \$7,220 are available for First 5 Mono County under this agreement.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee's Finance Department may require a more detailed budget breakdown than the one contained herein, and First 5 shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Finance Department. Any amendments to the budget must be approved in writing by both the Grantee's Finance Department and First 5. A 10% change between line items will be allowed with approval of Mono County and HCD.

IV. <u>PAYMENT</u>

It is expressly agreed and understood that the total amount transferred to the First 5 and ESUSD fund by the Grantee under this Agreement shall not exceed \$302,779. Drawdowns for the payment of eligible expenses shall be made

against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of First 5's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. <u>NOTICES</u>

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>

Robert Lawton, CAO Mono County PO Box 686 Bridgeport, CA 93517 760-932-5415 760-935-3550 <u>First 5</u>

Molly DesBaillets, Exec. Director First 5 Mono 365 Sierra Park Road Mammoth Lakes, CA 93546 760-924-7626 760-934-8443

VI. SPECIAL CONDITIONS

See Scope of Services attached hereto and incorporated by this reference. First 5 shall comply with all terms and conditions set forth in the Subrecipient Agreement entered into by and between First 5 and the Eastern Sierra Unified School District for implementation of the services set forth herein.

VII. GENERAL CONDITIONS

A. <u>General Compliance</u>

First 5 agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations First 5 further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Hold Harmless

First 5 shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of First 5's performance or nonperformance of the services or subject matter called for in this Agreement.

C. <u>Workers' Compensation</u>

First 5 shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

As an agency of Grantee, First 5 is insured through Grantee. At all times, Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

As applicable, First 5 shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

First 5 shall require appropriate levels of insurance and bonding as a part of any subcontract or subrecipient agreement entered into under this Agreement, consistent with 24 CFR 84.31 and 84.48.

E. <u>Grantee Recognition</u>

First 5 shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, First 5 will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. <u>Amendments</u>

The Grantee or First 5 may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or First 5 from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a

change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by bothParties..

G. <u>Suspension or Termination</u>

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if First 5 materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time (i.e., Applicable Requirements);
- 2. Failure, for any reason, of First 5 to fulfill in a timely and proper manner its obligations under this Agreement;
- 3. Ineffective or improper use of funds provided under this Agreement; or
- 4. Submission by First 5 to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or First 5, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

- A. <u>Financial Management</u>
 - 1. Accounting Standards

First 5 agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. <u>Cost Principles</u>

First 5 shall administer its program in conformance with 2 CFR part 200 (Uniform Administrative Requirements) and OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost

Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. <u>Documentation and Record Keeping</u>

1. <u>Records to be Maintained</u>

First 5 shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. If such records are in the possession of a contractor or subrecipient, then First 5 shall obtain copies of such records for purposes of this requirement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. <u>Retention</u>

First 5 shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the four-year period, whichever occurs later.

3. <u>Client Data</u>

First 5 shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. <u>Disclosure</u>

First 5 understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or First 5's responsibilities with respect to services provided under this contract, is prohibited by FERPA and other applicable state and federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. <u>Closeouts</u>

First 5's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that First 5has control over CDBG funds, including program income.

6. <u>Audits & Inspections</u>

First 5's records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by First 5 within 30 days after receipt by First 5. Failure of First 5 to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. First 5 hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning First 5 audits and OMB Circular A-133.

C. <u>Reporting and Payment Procedures</u>

1. <u>Program Income</u>

First 5 shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by First 5 shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, First 5 may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, First 5 will develop an indirect cost allocation plan for determining First 5's appropriate share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. <u>Payment Procedures</u>

The Grantee will transfer to First 5 funds available under this Agreement based upon information submitted by First 5 and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in First 5 accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of First 5.

4. <u>Progress Reports</u>

First 5 shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. <u>Procurement</u>

1. <u>Compliance</u>

First 5 shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all

non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. <u>OMB Standards</u>

Unless specified otherwise within this agreement, First 5 shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. <u>Travel</u>

First 5 shall obtain written approval from the Grantee for any travel outside the County of Mono with funds provided under this Agreement.

E. <u>Use and Reversion of Assets</u>

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1. First 5 shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- 2. Real property under First 5's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If First 5 fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, First 5 shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. First 5 may retain real property acquired or improved under this Agreement after the expiration of the five-year period. The County agrees to pursue future CDBG applications for the continued provision of preschool/child care services as described herein, provided that such activities are eligible for funding and the legallymandated public process yields support for such applications.
- 3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program
income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by First 5 for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. <u>RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE</u> <u>HOUSING REPLACEMENT</u>

First 5 agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] First 5 shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. First 5 also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. <u>Civil Rights</u>

1. <u>Compliance</u>

First 5 agrees to comply with all state and local regulations and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. <u>Nondiscrimination</u>

First 5 agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, First 5 shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. First 5, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. <u>Section 504</u>

First 5 agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide First 5 with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. <u>Affirmative Action</u>

1. <u>Approved Plan</u>

First 5 agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to First 5 to assist in the formulation of such program. First 5 shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. <u>Women- and Minority-Owned Businesses (W/MBE)</u>

First 5 will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority

and women's business enterprise" means a business at least fiftyone (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. First 5 may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. <u>Access to Records</u>

First 5 shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. <u>Notifications</u>

First 5 will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the agency's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. <u>Equal Employment Opportunity and Affirmative Action (EEO/AA)</u> <u>Statement</u>

First 5 will, in all solicitations or advertisements for employees placed by or on behalf of the agency, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. <u>Subcontract Provisions</u>

First 5 will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

- C. <u>Employment Restrictions</u>
 - 1. <u>Prohibited Activity</u>

First 5 is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. <u>Labor Standards</u>

First 5 agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. First 5 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. First 5 shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

First 5 agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve First 5 of its obligation, if any, to require payment of the higher wage. First 5 shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

"Section 3" Clause

a) <u>Compliance</u>: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, First 5 and any of the First 5's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, First 5 and any of First 5's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. First 5 certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

First 5 further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area. and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for lowand very low-income persons residing in the metropolitan area in which the project is located."

First 5 further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of leadbased paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to

low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

First 5 certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) <u>Notifications</u>: First 5 agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) <u>Subcontracts</u>: First 5 will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. First 5 will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- D. <u>Conduct</u>
 - 1. Assignability

First 5 shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to First 5 from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

- 2. <u>Subcontracts</u>
 - a) <u>Approvals</u>: First 5 shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

- b) <u>Monitoring</u>: First 5 will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) <u>Content</u>: First 5 shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) <u>Selection Process</u>: First 5 shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- 3. Hatch Act

First 5 agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. <u>Conflict of Interest</u>

First 5 agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) First 5 shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of First 5's shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-

assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, First 5, or any designated public agency.

5. <u>Lobbying</u>

First 5 hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) <u>Lobbying Certification</u>

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royaltyfree, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. <u>Religious Activities</u>

First 5 agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. <u>Air and Water</u>

First 5 agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. <u>Flood Disaster Protection</u>

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), First 5 shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. <u>Lead-Based Paint</u>

First 5 agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. <u>Historic Preservation</u>

First 5 agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. <u>SEVERABILITY</u>

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by First 5 does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and First 5 for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and First 5 with respect to this Agreement.

Because First 5 is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 apply.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Mono County

By_____ Chief Administrative Officer

Attest

COUNTY CLERK

Countersigned:

FINANCE OFFICER

Title
 Ву
Title Fed. I. D

By

First 5

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

COUNTY COUNSEL

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

SCOPE OF SERVICES

SCOPE OF SERVICES

A. Principal Tasks

First 5 will provide, through subcontract or subrecipient agreement with ESUSD to provide day care/preschool and related services to eligible children at Bridgeport Elementary School over the period of January 2021 to June 2023. With funding from the Year 2020 CDBG program of Mono County, ESUSD will make available the equivalent of approximately 10 7-hour day care slots for 175 days per year during this period (10, or as many as allowable by licensing and CDBG requirements). ESUSD will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, State, and local rules and regulations governing these funds (i.e., the Applicable Requirements), and in a manner satisfactory to the Grantee.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by ESUSD and First 5 on behalf of the Grantee.

The major tasks that ESUSD will perform in connection with the provision of the eligible day care/preschool services include, but are not limited to, the following:

1) <u>Facility Maintenance</u>. Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of a day care center. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped accessible, and organized into separate areas appropriate for each of the age groupings being served (toddler,14 months to 2. 5 years; pre-school, 2. 5 to 4 years; and pre-kindergarten, 4 to 5 years).

- 2) <u>Service Providers</u>. Recruit and hire qualified Providers to provide the day care/preschool programs. Ensure that the numbers, background and qualifications of the Providers of the on-site day care and any related services at all times are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 3) <u>Services</u>. Offer day care/preschool services from 8:15-3:15 Monday through Friday to approved eligible families. The site will have a half day one a week—Friday in Bridgeport where services will be offered from 8:15-12:30. Families should be provided the option of enrolling their children in either part-time (4 hours) or full-time (7 hours) day care slots, provided that children from eligible low- to moderate-income families occupy 11 of the 20 projected "full-time equivalent" slots available at the day care center Days of operation will follow the ESUSD school-day schedule
- 4) <u>Meals</u>. Provide two nutritionally balanced snacks and a lunch every day for children participating full time.
- 5) <u>Curriculum</u>. Provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 6) <u>Records</u>. Maintain program and financial records documenting the attendance, provision of services, and Subrecipient expenses relative to the children receiving day care services as a result of assistance provided through the CDBG program.
- 7) Conduct outreach through public Outreach. flyers, service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible and will be available in English and Spanish. Upon request and by mutual agreement, Subrecipient may assist in these activities.
- 8) <u>Enrollment</u>. Accept applications and perform eligibility determinations. Fifty-one percent of the children served will be aged 14 months to 5 years (age limitations may vary depending upon licensing requirements) from families in Mono County with incomes that do not exceed the low- and moderate-income limits of the CDBG program, by family size, will be eligible for enrollment in the subsidized day care slots. The reminder of the slots, if any, will be offered to other children from the location of the child care based on the age of the child. Older children will be given priority.

Budget and Method of Compensation

With the submission of original monthly bills together with proper support documentation, for the services described in Section A. of this Scope of Services, reimbursement for expenditures will be transferred into the First 5 Fund on a monthly basis according to the following schedule:

<u>For day care services</u>: A *pro rata* share of First 5's allowable monthly expenses for the provision of day care services as supported by a cost allocation plan prepared in accordance with OMB Circular A-122 and the Department of Health and Human Services Publication OASMB-5. FTE day-care slots may be used as the allocation basis for the plan if it can be shown that this basis provides for an equitable distribution of the indirect costs.

AGREEMENT BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND VIVA SOCIAL IMPACT PARTNERS FOR THE PROVISION OF COORDINATION SERVICES

INTRODUCTION

WHEREAS, the Mono County Children and Families Commission (an agency of Mono County charged with planning, developing, and implementing programs on behalf of the County that support early development of children up to five years of age within Mono County and hereinafter referred to as the "Commission") may have the need for the Coordination Services of VIVA Social Impact Partners of San Mateo, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to Commission, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by Commission to Contractor to perform under this Agreement will be made by the Executive Director, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon Commission 's need for such services. Commission makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by Commission under this Agreement. By this Agreement, Commission incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if Commission should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at Commission's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. TERM

The term of this Agreement shall be from July 1, 2021 to June 30, 2023, unless sooner terminated as provided below.

3. CONSIDERATION

A. <u>Compensation</u>. Commission shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at Commission's request.

B. <u>Travel and Per Diem</u>. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by Commission under this Agreement, unless otherwise provided for in Attachment B.

C. <u>No Additional Consideration</u>. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from Commission, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by the Commission to Contractor for services and work performed under this Agreement shall not exceed one hundred and twenty eight thousand, nine hundred and seventy four dollars (\$128,974) (hereinafter referred to as "Contract Limit"). Commission expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. <u>Billing and Payment</u>. Contractor shall submit to Commission, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at Commission's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at Commission's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, Commission determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, Commission shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. <u>Federal and State Taxes</u>.

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(2) Commission shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, Commission has no obligation to withhold any taxes or payments from sums paid by Commission to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. Commission has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by Commission to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by Commission. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with Commission to ensure that all services and work requested by Commission under this Agreement will be performed within the time frame set forth by Commission.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to Commission. Contractor will provide Commission, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and Commission as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, Commission reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Commission is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COMMISSION PROPERTY

A. <u>Personal Property of Commission</u>. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by Commission pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of Commission. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. <u>Products of Contractor's Work and Services</u>. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of Commission. At the termination of the Agreement, Contractor will convey possession and title to all such properties to Commission.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to Commission as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Commission for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Mono County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- □ Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage if cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. <u>Coverage and Provider Requirements</u>. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide Commission: (1) a certificate of insurance evidencing

the coverage required; (2) an additional insured endorsement for general liability applying to Mono County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to Mono County.

C. <u>Primary Coverage</u>. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to the Commission and Mono County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Commission or Mono County, its officers, officials, employees, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

D. <u>Deductible, Self-Insured Retentions, and Excess Coverage</u>. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, the Commission, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. <u>Subcontractors</u>. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that Mono County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of the Commission or Mono County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, Mono County or the Commission, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the Commission is to be considered an employee of Contractor. It is understood by both Contractor and Commission that this Agreement shall not, under any circumstances, be construed to create an employee relationship or a joint venture. As an independent contractor:

A. Contractor is free from the control and direction of the Commission in performing its work, both practically and pursuant to this Agreement, this means that Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Commission, the County of Mono and Contractor acknowledge and agree that Contractor performs work that is outside the usual course of the Commission's and County of Mono's business and that the Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed on behalf of the Commission pursuant to this Agreement.

C. Contractor shall be responsible to Commission only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to Commission's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

D. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of the Commission or Mono County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless the Commission, the County of Mono, their agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the Commission and the County of Mono, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the Commission, the County of Mono and their agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. <u>Records</u>. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. <u>Inspections and Audits</u>. Any authorized representative of Commission shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that Commission determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, Commission has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by Commission without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to Commission thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. Commission has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of Commission. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of Commission.

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by Commission in a timely manner, or fails in any way as required to conduct the work and services as required by Commission, then Commission may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, Commission will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of Commission.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from Commission in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with Commission, or who has been an adverse party in litigation with Commission, and concerning such, Contractor by virtue of this Agreement has gained access to Commission's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of Commission to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, Commission has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or Commission shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

Commission: Molly DesBaillets, Executive Director Mono County Children & Families Commission PO Box 130 Mammoth Lakes, CA 93546 mdesbaillets@monocoe.org

Contractor:

VIVA Social Impact Partners 155 Bovet Road, Suite 750 San Mateo, CA 94402

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF ______.

COMMISSION

CONTRACTOR

By: _____

By: _____

Dated:

Dated:

APPROVED AS TO FORM:

Commission Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND VIVA SOCIAL IMPACT PARTNERS FOR THE PROVISION OF COORDINATION SERVICES

TERM:

FROM: July 1, 2021 TO: June 30, 2023 Scope of Work: July 1, 2021 - June 30, 2023

June 1, 2021

Overview

Over the course of the project term, VIVA will provide strategic consultation, facilitation, coordination, and best practice information to support the coordination and implementation of regional capacity building and technical assistance for IMPACT Hub Region 6. Project Term

The project term will be July 1, 2021 through June 30, 2023.

Project Team

Iris Elent, MSW, Director, will serve as the project lead and client contact and will provide all inperson and virtual consultation and facilitation. An Associate Consultant will also be staffed to the project team to provide project management and logistical coordination support across tasks. Proposed Approach

There will be a strong emphasis on leveraging lessons learned and best practices from other counties and regions in the state in order to maximize efficiencies. VIVA will ensure that regional activities are grounded in a racial equity lens, and that Hub strategies include a focus on reaching marginalized populations (e.g., DLL, inclusion, communities of color, tribal communities), including support for COVID-related needs.

VIVA will work with the Quality Counts California IMPACT Hub Region 6 Executive Committee (with representatives including Resource and Referral Agencies, Local Childcare Planning Councils, First 5s, and Childcare providers from Alpine, Inyo, and Mono Counties) to identify the priority the priority Hub functions of the region in alignment with the IMPACT Regional Training, Technical Assistance, and Coordination Hub (Hub) grant application, and to provide coordination and consultation support in alignment with the region's capacity.

VIVA's typical approach is to facilitate the capacity building of groups working on discrete items as constellations. For example, although VIVA will facilitate the retreats, embedded within that will be tools and templates designed by VIVA for use by Consortia members providing day-today leadership within the region. In this way, the work is advanced in a "constellation model." In a constellation model, work in each area, such as assessment protocols can advance at its own pace linked with but not overly reliant upon other areas of work. This will result in maximizing assets and existing regional leadership and minimize over-reliance on consulting support where it is not needed.

Activities (July 1, 2021 - June 30, 2023)

1.Executive Committee Planning Calls: VIVA will facilitate six 90-minute calls each fiscal year (12 total over the project term), with the Executive Committee to plan for the program year, discuss emerging priorities, and share information and resources for capacity building and coordination across the region. 2.Regional Retreats: VIVA will facilitate up to two 4-hour regional retreats each fiscal year (4 total) that will be scaffolded to have time with the Executive Committee and the broader Region 6 Consortia which

includes members of the Executive Committee and their local partners (number to be determined by the Hub members within the budgetary limitations). During this time, the group will set priorities across each of the IMPACT system functions and develop a budget and workplan that corresponds with these priorities. For more mature areas, facilitation will aim to advance detailed planning and coordination needs. These retreats will be held either in-person or virtually, depending on the preference of the Executive Committee as well as local and statewide travel and in-person meeting guidelines.

3. Coaching Community of Practice Support: VIVA will work with Annaliesa Calhoun of First 5 Mono County, to plan, coordinate, and provide follow-up support for three community of practice sessions with regional coaches each fiscal year (6 total over the project term).

4. Hub & QCC Coordination: VIVA will serve as a liaison between Consortia and other identified strategic partners. As consultation hours and budget allow, VIVA will also coordinate the work plan developed by the Executive Committee, which may include an annual survey and evaluation report to assess success of the Hub's activities and efforts.

Deliverables (July 1, 2021 - June 30, 2023

1. Meeting agenda, materials, and minutes for (12) Executive Committee Planning Calls.

2. Meeting agenda, materials, and minutes for (4) Regional Retreats.

3. Regional work plan (1) that outlines goals, strategies, and timeline for the Hub in alignment with the IMPACT Regional Training, Technical Assistance, and Coordination Hub (Hub) grant application; this will be reviewed throughout the term of the project.

4. Updated governance charter, reviewed annually.

ATTACHMENT B

AGREEMENT BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND VIVA SOCIAL IMPACT PARTNERS FOR THE PROVISION OF COORDINATION SERVICES

TERM:

FROM: June 1, 2021 TO: June 30, 2023

SCHEDULE OF FEES:

Scope of Work Item	Estimated Director Hours (at \$185/hr)	Estimated Associate Consultant Hours (\$135/hr)	Estimated Cost per Scope Item
Executive Committee Planning Calls (12) Agenda and material preparation, facilitation, and follow-up for (12) 90-minute calls with the Executive Committee.	84	32	\$19,860
Regional Retreats (4) Agenda and material preparation, facilitation virtually or in-person, follow-up, travel (if in-person). This will include development of a regional work plan to guide	100	27	\$22,145
Coaching CoP Support (6) Coordination, agenda and material preparation, follow-up	50	13	\$11,005
Hub & QCC Coordination Hub coordination support tasks in addition to above tasks	200	70	\$46,450
Project Management Managing across tasks	60	28	\$14,880
Total Consultation (July 1, 2021 - June 30, 2023)	494	170	\$114,340

Indirect 10% of Consultation Hours	\$11,434
Meeting Supplies or Reimbursements	\$400*
Travel Flight, hotel, rental car, parking, taxi, per diem (\$18/breakfast, \$23/lunch, \$25/dinner)	\$2,800*
TOTAL Proposed Budget (July 1, 2021 - June 30, 2023)	\$128,974

First 5 Mono Children and Families Commission

CONTRACT FOR SERVICES

This Agreement is entered into by and between the First 5 Mono Children and Families Commission (dba as First 5 Mono Children and Families Commission, "FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION" or "Commission") and Early Quality Systems - Hubbe Inc. ("Contractor" or "Licensor"), in consideration of the mutual promises made herein, including Exhibits "A", "B" and "C", attached and incorporated herein by this reference. Together, FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION and Contractor shall be referred to as Parties.

RECITALS

- A. Proposition 10, an initiative measure enacted by the voters of California in 1998, established an excise tax on cigarettes and tobacco products, the proceeds from which are to be expended on promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. (See Health & Safety Code §§ 130100-130155 and Revenue & Taxation Code §§ 30131-30131.6)
- B. A State Children and Families First Commission ("SCFFC") was established to administer the program statewide, and local commissions were authorized to be created by ordinance to administer programs locally.
- C. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION is the local commission established by ordinance enacted by the Mono County Board of Supervisors to receive tobacco tax revenues and implement early childhood developmental programs in Mono County.
- D. Contractor represents that it has significant experience in preschool quality rating and improvement data systems similar to that solicited by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION to satisfy the needs and objectives of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.
- E. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION desires to engage Contractor to provide information technology consulting services for a software system for preschool quality data collection and reporting necessary for implementation of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION goals and objectives pursuant to Proposition 10 and Contractor desires to furnish such services in accordance with the terms and conditions set forth below.

AGREEMENT

1) <u>Contractor Services</u>. Contractor will perform and complete the following services:

Contractor shall perform the services set forth in Exhibits A and B, which are attached hereto and incorporated herein by reference.

- <u>Term of Agreement</u>. This Agreement is effective on the date this Agreement is fully executed by both parties on or before July 1, 2021, whichever date is later, and will terminate June 30, 2024, unless earlier terminated or modified as provided herein.
- 3) Independent Contractor Status. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting as an independent contractor in providing services pursuant to this Agreement. Neither Contractor nor any other person performing services for Contractor pursuant to this Agreement shall have

any claim against FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind. Contractor agrees to hold FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION harmless and compensate FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION for any tax claims against FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION for payment of state or federal income tax obligations relating to Contractor's compensation under the terms of this Agreement. Contractor shall be solely responsible for all income taxes or other such taxes related to any payments received by Contractor from FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.

It is understood and agreed that Contractor is to assure that the work and services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner and in accordance with all applicable laws and community standards. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall not have any control or direction over the method by which Contractor shall perform these services.

4) Indemnification and Hold Harmless.

- a. Licensor Indemnification. Except as is excluded in Section 4.b, Licensor hereby agrees to defend and pay any damages awarded in a final judgment against FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION, its officers, directors and employees (each, an "Indemnified Party" and collectively the "Indemnified Parties") against any loss or damage arising out of or resulting from any claim, action or demand (collectively, a "Claim") from a third party alleging that the use of the Services or Software infringes the intellectual property rights of a third party under United States law. Upon notice of a Claim or if, in Licensor's opinion, such a Claim is likely, Licensor shall have the right, at its option, to (i) replace or modify the Services or Software so that it is functionally equivalent and noninfringing, (ii) obtain a license for FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION to continue the use of the Services or Software, or (iii) return the fee paid by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION therefore.
- b. Limitations. Licensor will have no obligation hereunder for any Claim to the extent to which the Claim arises out of or result from: (i) the Indemnified Party's use of the Services or Software in a combination with materials or products not supplied by Licensor. (ii) Indemnified Party's use of the Services or Software in breach of this Agreement, (iii) Indemnified Party's negligence or willful misconduct, (iv) violation of any applicable law by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION or any of its authorized users, or (v) FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Information, except to the extent of any loss or damage directly resulting from Licensor's sole gross negligence or willful misconduct in complying with its then in effect published data and security policy.
- c. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Indemnification. Except for third party claims which are subject to Licensor's indemnification obligations set forth in Section 4.a., FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION hereby agrees to defend and pay any damages awarded in a final judgment against Licensor, its officers, directors

and employees (each, an "Indemnified Party") against any loss or damage arising out of or resulting from any claim, action or demands from a third party as a result of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION violating any right of any individual or entity, including without limitation any rights of privacy, or violating any applicable law or regulation.

- Notice to the Indemnifying Party. In the event d. that any claim, action or demand is made against the Indemnified Party, the Indemnified Party will promptly upon becoming aware of any such claim, demand or suit, notify Licensor (in the case of Section 4.a.) or FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION (in the case of Section 4.c.) (each, an "Indemnifying Party", as applicable), in writing as to the nature and particulars of the same and will promptly furnish the Indemnifying Party with copies of any and all documents (inclusive of all correspondence and pleadings other than attorney-client communications) pertaining thereto. The Indemnified Party will also keep the Indemnifying Party continuously and fully informed in a timely manner as to the status of the same and will provide the Indemnifying Party with copies of any additional documents pertaining thereto in a timely manner. The Indemnifying Party shall employ a single counsel to represent all Indemnified Parties, which counsel may also be counsel to the Indemnifying Party. Each Indemnified Party is entitled to engage independent counsel, at such Indemnified Party's sole expense.
- e. <u>Obligations of the Indemnified Party</u>. The obligation of the Indemnifying Party under Section 4.a. (Licensor Indemnification) and Section 4.c. (FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Indemnification) is contingent upon each Indemnified Party (i) giving prompt written notice to the Indemnifying Party of any such claim, action or demand as required in Section 4.d. above, (ii) allowing the Indemnifying Party to control the defense and related settlement negotiations, and (iii) fully assisting in the defense so long as the Indemnifying Party agrees to pay such Indemnified Party's out-of-pocket expenses.

5) **Contractor Warranties and Representations.**

Contractor represents and warrants to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION that:

a. All work performed by Contractor under this Agreement shall be in accordance with generally accepted professional practices and standards applicable to the services provided under this Agreement, and in accordance with requirements of applicable federal, state and local laws.

- b. Contractor has no interest which would conflict in any manner or interfere with the performances and services contemplated by this Agreement. Contractor further agrees not to acquire any such interest during the term of this Agreement.
- 6) Use of FIRST 5 MONO CHILDREN AND FAMILIES **COMMISSION Data/FIRST 5 MONO CHILDREN** AND FAMILIES COMMISSION Representations and Warranties. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall be solely responsible for all FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Information, and shall allow Contractor, for the sole purpose of its performance under this Agreement, to copy, display, distribute, download, and otherwise use FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Information to transmit over the Internet, FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION represents and warrants that its information does not and will not include anything that infringes the copyright, patent, trade secret, trademark or any other intellectual property right of any third party; contains anything that is obscene, defamatory, harassing, offensive, malicious or which constitutes child pornography; or otherwise violates any other right of any third party.
- 7) Obligations of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall:
 - Pay Contractor upon Contractor's satisfactory performance of the deliverable(s)/service(s) set forth in Exhibits A and B. Payment shall be made within 30 days to Contractor upon Contractor's submission of a complete and accurate invoice and completed deliverable/service, as set forth in Exhibit A.
 - b. The maximum amount payable under the terms of this contract shall not exceed the maximum obligation set forth in Exhibit A.
- 8) **Insurance.** Contractor, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
 - a. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 General Aggregate. Personal and Advertising Injury liability, in the amount of \$1,000,000 per occurrence, Products/Completed Operations aggregate in the amount of 1,000,000 and \$100,000 limit for Damage to Premises Rented To You, if applicable.

- b. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), nonowned and hired automobiles.
- c. Personal Automobile Liability coverage, in the minimum amounts of \$250,000 per Person and \$500,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.
- d. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.
- Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$1,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
- f. All the insurance companies providing coverage under this Agreement must be A.M. Best rated A: VIII with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

All insurance required under this Agreement shall be primary coverage as respects FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION, and any insurance or self-insurance maintained by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall be in excess of Contractor's insurance coverage and shall not contribute to Contractor's FIRST 5 MONO CHILDREN AND coverage. COMMISSION is to be notified FAMILIES immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If Contractor is self-insured, Contractor shall maintain the insurance enumerated in paragraph 7 herein during the term of this Agreement to pay covered claims which may arise as a result of Contractor's performance of this Agreement.

The First 5 Mono Children and Families Commission is to be named as **Additional Insured** with respect to work done by Contractor under the terms of this Agreement on all policies required. However, this paragraph 7 shall not be construed to apply to Workers' Compensation coverage. Contractor agrees to provide FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION with the following insurance documents within 14 days after the execution of this Agreement: **Certificates of Insurance for coverage required under this Agreement and Additional insured endorsements.** Failure to timely provide these documents shall be grounds for immediate termination or suspension of this Agreement.

It is the responsibility of the Contractor to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all Subcontractors that Contractor may use for the completion of this Agreement.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law. The minimum amounts set forth herein do not reflect FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's opinion of the adequacy of such coverage.

If the Professional Liability coverage is "claims made," Contractor must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services OR purchase an extended reporting period endorsement (tail coverage). FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION may withhold final payments due until Contractor provides satisfactory evidence of the tail coverage to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.

- 9) <u>**Termination.**</u> This Agreement may be terminated as follows:
 - a. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION may terminate this Agreement, with or without cause, upon 30 days prior written notice. In the event of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's termination, payment for the Contractor's services shall be prorated for actual delivery of services up to the termination date.
 - b. Contractor may terminate this Agreement by giving FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION written notice 90 days prior to the end of the initial term as stated in section 2 above or 90 days prior to the end of any renewal term for this Agreement.
 - c. Either party may terminate this Agreement immediately by written notice if the other party *Return to Agenda*

materially breaches this Agreement and fails to cure its breach within 30 days after receipt of written notice.

d. Disposition at End of Contract: Upon termination of this Agreement, each party agrees to assist the other party in the orderly termination of the Agreement and the transfer of all FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data, as set forth in Exhibit C, Data Transfer Upon Expiration or Termination of Agreement.

10) <u>Confidentiality; Proprietary Information;</u> <u>Ownership.</u>

a. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION acknowledges that, in the course of meeting its obligations under this Agreement, it may obtain information relating to Contractor's products and services that is of a confidential, trade secret or proprietary nature ("Contractor Proprietary Information"). Contractor shall be solely responsible for identifying, clearly marking and otherwise indicating what information relating to Contractor's products and services constitute confidential, trade secret or proprietary information. Such Contractor Proprietary Information may includes, without limitation, trade secrets, know-how, inventions, techniques, algorithms, programs, documentation and data, (except for FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data), including the Program. "Program" means Contractor's software programs, centrally hosted and managed by Contractor, and described in the exhibits hereto, including all modifications, versions, improvements, updates, error corrections, bug fixes, or other enhancements with respect to the functionality or performance of the Program and services, and all related documentation (printed or electronic). FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION acknowledges that Contractor Proprietary Information (including the Program), as identified by the Contractor, is the intellectual property of and is owned by Contractor. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION acknowledges that the structure, organization and code of the Program are valued trade secrets and confidential information of Contractor. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION agrees that any and all patent rights, trademarks, copyrights, trade secrets, or other intellectual property or proprietary rights related to the Program, including any modifications, customizations, enhancements, or derivative works arising out of this Agreement, are exclusively owned by Contractor. This Page 67 of 176

Agreement does not grant FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION any intellectual property rights or title of ownership in Contractor Proprietary Information (including the Program) and all rights not expressly granted are reserved by Contractor. Contractor may place copyright and/or proprietary notices, including hypertext links, within the Program. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION may not alter or remove these notices without Contractor's written permission.

- b. Notwithstanding the foregoing, Contractor acknowledges that all FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data is the intellectual property of and owned by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION or persons under FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's control and shall be held in confidence and deemed FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION proprietary information. Contractor and FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION will at all times, both during the term of this Agreement and for a period of at least five (5) years after its termination, keep in confidence and trust the other party's proprietary information which is confidential in nature, and will not use such proprietary information other than as permitted under the terms of this Agreement, nor will one party disclose any of such other party's proprietary information without the written consent of that party and pursuant to a standard proprietary information agreement. Notwithstanding anything in this section to the contrary, however, each party's proprietary information is not considered confidential in nature to the extent that it includes: (a) information that is in the public domain prior to the disclosure or becomes part of the public domain through no wrongful act of the party receiving the confidential information, (b) information that was in the lawful possession of the receiving party prior to the disclosure without a confidentiality obligation, (c) information that was independently developed by the receiving party outside the scope of this Agreement, or (d) information that was disclosed to the receiving party by a third party who was in lawful possession of the information without a confidentiality obligation.
- c. Information exchanged or received by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION and Contractor pursuant to this Agreement may be subject to public disclosure in accordance with the provisions of the California Public Records Act (PRA). FIRST 5 MONO CHILDREN AND FAMILIES

COMMISSION agrees to provide notice to Contractor if Contractor's Proprietary Information is being requested under the PRA to allow the Contractor opportunity to seek protection in a court of competent jurisdiction.

11) Software Subscription.

- a. Contractor grants to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION and FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION accepts from Contractor, a limited, non-exclusive, non-transferable right to access and use and permit Authorized Users to access and use the Services solely for FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's internal business use. The Services shall not be used by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION or by Authorized Users for, or on behalf of, third parties that are not authorized under this Agreement.
- b. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall use its best efforts to ensure that the Authorized Users use the Services in accordance with the terms and conditions of this Agreement. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION acknowledges that its right to use the Services will be web-based only pursuant to the terms of this Agreement and the Software will not be installed on any servers or other computer equipment owned or controlled by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION or otherwise provided to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.
- c. The use of the Services by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION or any Authorized User pursuant to this Agreement shall be subject to any end user agreement, terms of use, and/or privacy policy applicable to iPinwheel.com or any other applicable website used to access the Services.

12) Warranty and Disclaimer.

- a. <u>Limited Warranty for Services</u>. Contractor shall use reasonable commercial efforts consistent with prevailing industry standards to maintain the security of the Services as set forth in Contractor's then in effect published data and security policy and minimize errors and interruptions in the Services, provided that:
 - i. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION uses the Service and the Software strictly in accordance with the Documentation.
 - FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION pays all amounts due under Page 68 of 176

this Agreement and is not in default of any provision of this Agreement, and

iii. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION makes no changes (nor permits any changes to be made other than by or with the express approval of Licensor) to the Software or Service.

In addition, FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION acknowledges that the Services may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or because of other causes beyond Contractor's reasonable control. Contractor will not be liable to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION as a result of these temporary service interruptions.

- b. <u>Warranty Against Infringement</u>. Licensor warrants and represents that the Service and the use of the Software for its intended purpose by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION does not and will not infringe any patent, copyright or other intellectual property right of a third party nor misappropriate any trade secrets or other intellectual property of a third party.
- DISCLAIMER OF WARRANTIES FOR C. SERVICES AND SOFTWARE. NEITHER CONTRACTOR NOR ITS SUPPLIERS OR SERVICE PROVIDERS WARRANT THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE OR SERVICES. EXCEPT AS EXPRESSLY AND UNAMBIGUOUSLY PROVIDED IN SECTION 12 above, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND CONTRACTOR, ITS SUPPLIERS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO. IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, ENJOYMENT AND NONINFRINGEMENT. **FIRST 5 MONO CHILDREN AND FAMILIES** COMMISSION'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY DESCRIBED IN THIS SECTION WILL BE. IN THE DISCRETION OF CONTRACTOR, THE REPAIR OR REPLACEMENT OF THE SOFTWARE, OR A PRORATED REFUND OF THE FEES PAID BY **FIRST 5 MONO CHILDREN AND FAMILIES** COMMISSION IF CONTRACTOR IS NOT ABLE TO REPAIR OR REPLACE THE SOFTWARE.
- 13) Limitation of Liability. THE AGGREGATE LIABILITY OF CONTRACTOR FOR DAMAGES RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE AMOUNT PAID BY FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION TO CONTRACTOR UNDER THIS AGREEMENT OR \$7,000, WHICHEVER IS LESS. CONTRACTOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE LIKELIHOOD OF SUCH DAMAGES. CONTRACTOR SHALL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER FOR ANY BREACH OF SECURITY OR PRIVACY RELATING TO THE SERVICES, PROGRAM OR DATA THAT (A) IS NOT WITHIN THE SOLE CONTROL AND RESPONSIBILITY OF CONTRACTOR, OR (B) ARISES FROM ANY RECONFIGURATION, MODIFICATION, MISUSE OR ABUSE OF THE PROGRAM OR SERVICE BY FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION OR ITS AGENTS.

14) General Provisions.

- a. <u>Entire Agreement of the Parties.</u> This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- b. <u>Amendments</u>. Any amendment must be expressly set forth in writing and signed by both Contractor and FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.
- c. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- d. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- e. <u>Assignment</u>. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it, and their respective heirs, legal representatives, successors and assigns. Neither party may assign any of his or her

respective rights or delegate any of his or her respective duties hereunder without receiving the prior written consent of the other party.

- f. <u>Waiver.</u> The waiver of any provision, or of the breach of any provision, of this Agreement must be set forth specifically in writing and signed by the waiving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.
- g. <u>No Third-Party Beneficiaries.</u> The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall any provision be construed to, create any rights for the benefit of or enforceable by any third party.
- h. <u>Headings.</u> The subject headings of the articles and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- i. <u>Counterparts.</u> This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute only one (1) Agreement.
- j. <u>Survival</u>. All provisions of this Agreement relating to proprietary or confidential information rights, confidentiality, non-disclosure, or payment of prorated fees by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall survive the termination of this Agreement.

- k. <u>Remedies.</u> Unless otherwise specified herein, the rights and remedies of the parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- I. <u>Enforceability</u>. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
- 15) Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; or (ii) if mailed, three (3) business days after deposit in the U.S. mails, postage prepaid, return receipt requested. All notices shall be addressed to the parties at the addresses set forth on the signature page hereof or at such other address as a party may from time to time designate in writing to the other parties. Electronic notification may be used if it is in addition to one of the two methods described above, in which case the notice shall be addressed to the following email addresses (or to such other email address as a party may from time to time designate in writing to the other parties): if to Contractor: Claire@iPinwheel.com or Claire@hubbeinc.com

CONTRACTOR

FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION

(Signature)

Claire Crandall, Director of Operations

(Typed Name)

X/XX/XXX (Date) (Signature) Executive Director

(Typed Name/Title)

(Date)

(Signature) Commission Chairman

(Typed Name/Title)

EXHIBIT A

SCOPE OF SERVICES, DELIVERABLE & PAYMENT SCHEDULE

Early Quality Systems-Hubbe Inc. owns and operates the Early Childhood Integrated Data System (ECIDS) called *iPinwheel-Hubbe*. The *Quality Rating and Improvement System* component of the Early Childhood Integrated Data System is called *The QRIS Hubbe*. The *QRIS Hubbe* is a browser-based web application with a centralized database that tracks, measures, stores, and reports the data needed to implement and manage a successful large-scale QRIS to improve the quality of early childhood education. *QRIS Hubbe California* has been specifically designed to support agencies to successfully administer their *Quality Counts California* State –funded QRIS program and report the outcomes to the California Department of Education and to First 5 California, the program funder. The system can also be used to manage successfully manage and report on the state-funded *Workforce Pathways Grant*.

The **QRIS Hubbe California** system provides an easy-to-use graphical user interface (GUI) available via browsers on popular computing platforms such as PCs, IPads, and Mobile devices. The system can be securely accessed anytime anywhere via the Internet using the internet browser Google Chrome. Having a browser-based solution that is a Server-Side Application, rather than a Client-Side Application, means that the application is delivered from the server to the browser, and does not reside as an application on each individual computer. In this manner, no special client software or installations are required. When **QRIS Hubbe California** is updated at the server, it is immediately available to all users.

- Manage the implementation of the California State Preschool Program (CSPP) QRIS Block Grant, Infant-Toddler Block Grant and Migrant Block Grant Programs in Mono County and the First 5 California QCC/ IMPACT Program.
- Utilize a data Assessment to automate the rating of preschool sites utilizing the California Department of Education's QCC Quality Continuum Framework Matrix.
- Manage the distribution of CSPP Block Grant site/session-level funding to preschool sites based upon each site's tier rating.
- Maintain a preschool workforce registry inclusive of tracking college degree and Early Childhood Education Units and Permits as well as professional development activities, quality improvement plan and workforce stipend information for site directors, lead teachers and other preschool classroom staff.
- Manage the workload and track the data for classroom, site and agency quality improvement coaching and technical assistance activities.
- Manage the workload and track the data for classroom external assessments using the CLASS, ERS, and Health and Safety Checks.
- Track California Community Care Licensing information by site.

3. **Project Deliverables**

Deliverable	Description
Hosting of a QRIS Program Management and Student Information Web- Based Data System	Early Quality Systems-Hubbe Inc. will host a secure and fully managed iteration of <i>iPinwheel-Hubbe</i> for Region 6- Mono, Alpine and Inyo Counties located at: <i>QualityCounts.iPinwheel.</i> org.
Training and Technical Assistance	Early Quality Systems will provide training and technical assistance on the use of the <i>iPinwheel-Hubbe</i> QRIS Data System, differentiated by role.
	County to identify any of the following <i>iPinwheel-Hubbe</i> trainings needs via ZOOM:
	 <i>iPinwheel-Hubbe</i> Basic Training Data Management using imports/exports and synchronizations Custom Fields and County Preferences Data Management and Reporting Using System Grids/Filters/Columns/Exports Common Data File Management QRIS and ECE Staff Management Surveys ERS and CLASS Management and Assessor Site Rating Management Stipend Management Professional Development Profesional Growth Plans Coach and Coach Supervisor Overview Quality Improvement Plans Coach Logs Instructional Coaching Cycles Community Care Licensing Records
Materials and Resources	• <i>iPinwheel-Hubbe</i> training guides and video instructions for all data system features.
	 Monthly Release Notes and Web-Based trainings for new/enhanced system features when applicable.
	• Regularly scheduled on-line training opportunities for all system features.
	 Technical asistance and support services when requested via <u>support@iPinwheel.com</u> or support@hubbeinc.com.
4. Project Management Plan

A first draft project management plan including key project dates is outlined below. This plan is based upon CONSULTANT'S experience hosting and maintaining the *iPinwheel-Hubbe* data system.

Project Management Plan

Description	Start Date	End Date	Duration
Execute contract renewal between Region 6/Mono, Inyo and Alpine Counties and Early Quality Systems	On or before July 1, 2021		
Maintain Secure FERPA-Compliant Data System	July 1, 2021	June 30, 2024	3 Years
Provide Training and Support Services as Needed	July 1, 2021	June 30, 2024	3 Years

5. **Compensation:** For and in consideration of the services rendered, the SUPERINTENDENT agrees to pay the CONSULTANT as follows:

Pricing

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 90 days from the date of this proposal:

Software-As-A-Service Cost	Price
The Annual Cost for Hosting and Managing the Region 6 data systems for Alpine, Inyo and Mono Counties is as follows:	
\$150.00 per site per year for the Alpine, Inyo and Mono County IMPACT Program for up to 50 total sites	
\$225.00 per site per year if there are 51-124 total sites hosted in the system	
\$450.00 per site per year if there are more than 124 total sites hosted in the system	
All IMPACT staff and participating preschool agency users/accounts are included in this price.	
Fees Associated with Proprietary Systems	
The fee the Teachstone organization charges for the use of their proprietary assessment scores (CLASSPreK/CLASSToddler/CLASSInfant scores/sequence of scores) housed inside the <i>iPinwheel-Hubbe</i> Data System is \$7.00 per CLASS Assessment/score sheet that was completed and approved during the program year. EQS will pay these fees on behalf of the County throughout the year. A CLASS Usage Report and invoice will be provided to the County before fees are paid to ensure clear communications and to make any necessary adjustments regarding data quality. EQS will invoice the final invoice to the	\$7.00 per CLASS Assessment

county in June for the total amount of the Teachstone fees.	
The fee the Teacher's College Press organization charges for the use of their proprietary assessment scores/sequence of scores (ECERS/FCCERS/ITERS) inside the <i>iPinwheel-Hubbe</i> Data System is \$17.52 per ERS Assessment that is created and approved during the program year. EQS will pay these fees on behalf of the County. An ERS Usage Report will be provided to the county before fees are paid to ensure clear communications and to make any necessary adjustments regarding data quality. EQS will provide a final invoice to the County in June for the total amount of the Teacher's College Press fees.	\$17.52 per ERS Assessment

EXHIBIT B

ACCEPTANCE CRITERIA AND PROCEDURES

Acceptance Testing - Acceptance testing is intended to ensure that the Contractor's services for data software system design, development, and implementation of the Program provided for under the Agreement shall operate in substantial accord with the specifications, as set forth in **Exhibit A**, and that the Deliverables meet a satisfactory level of performance reliability, prior to their acceptance by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION. The following tests and/or verification procedures, to be conducted in accordance with in **Exhibit A**, are conditions to the FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's final acceptance of the Contractor's Program.

- 1. Verification Step One: Contractor shall provide FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION with access to a Pilot Test Version of the Program in accordance with **Exhibit A.**
- 2. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall perform acceptance testing on the Pilot Test Version within two (2) weeks of being provided with access to the Pilot Test Version and provide Contractor with any modifications, revisions or repairs to the Program in writing.
- 3. Contractor shall make FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION-requested modifications, revisions or repairs to the Program within two (2) weeks of receipt of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's written request.
- 4. Verification Step Two: Contractor shall provide FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION with access to the Final Version of the Program in accordance with **Exhibit A**.
- 5. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall perform acceptance testing on the Final Version in order to verify that all requested modifications, revisions and repairs (paragraph 2 above) have been made to the satisfaction of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION and that the Program is complete and in operative deployment.
 - Verification Step Three: FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall acknowledge its final acceptance of the Final Version of the Program with (a) the approval of payment for the deliverable; and (b) a written letter to Contractor memorializing this acknowledge and acceptance.

Exhibit C Data Transfer Upon Expiration Or Termination Of Agreement

The Parties acknowledge and accept the fact that they both have an interest in the orderly transfer of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data upon the termination of this Agreement, either as a result of one party's exercise of its termination rights under Paragraph 9 of this Agreement, or upon the expiration of the contract therm. Therefore, the Parties hereby agree to the following:

1. **Data Transition Plan**. Upon notification of termination as set forth in Paragraph 9, Contractor will develop and deliver a transition plan to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION within fifteen (15) days. The transition plan shall include a timeline listing key transition events and activities, including the tasks described below.

2. Data Transfer.

- 2.1. Contractor shall assign key personnel and provide information to manage the contract closeout process and data transfer. Contractor shall respond to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION inquiries within 24 hours.
- 2.2. Contractor shall post a notice to end-users on the Pinwheel Website regarding the cut-off date for end-users to access the Pinwheel system. This message and the posting date shall be mutually agreed upon between FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION and Contractor.
- 2.3. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall have access to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data for purposes of downloads, exports, and to run reports for sixty (60) days after end-user access has been terminated.
- 2.4. Contractor shall provide a detailed data directory, including, but not limited to: the names and descriptions of various tables and their contents/fields; relationship between fields; and additional details such as the type of length of each data element.

Within seven (7) days of the end user cut-off date approved by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION, Contractor shall provide FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION with a complete export of all FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data in the Pinwheel system. Contractor shall provide an export of all data as a CSV or Excel flat file or SQL, or other mutually agreed upon format.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN FIRST 5 MONO COUNTY AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT FOR THE USE OF CDBG FUNDS (GRANT # 20-CDBG-12071) FOR THE PROVISION OF CHILD CARE SERVICES IN BRIDGEPORT, CALIFORNIA

THIS AGREEMENT, entered this XX day of XXXX, 2021 by and between First 5 Mono County (an agency of Mono County charged with planning, developing, and implementing programs of behalf of the County that support early development of children up to five years of age in Mono County, herein called the "First 5" or collectively with Mono County, the "Grantee") and Eastern Sierra Unified School District (herein called the "Subrecipient" or "ESUSD").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (the "Grant"); and

WHEREAS, First 5 wishes to engage the Subrecipient to assist the Grantee in utilizing such funds in compliance with the Grant, the HCD Act, and other applicable laws (hereinafter the "Applicable Requirements");

NOW, THEREFORE, it is agreed between the parties hereto that;

I. <u>SCOPE OF SERVICE</u>

A. <u>Activities</u>

The Subrecipient will be responsible for implementing and administering a CDBG Grant for Child Care Services in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 <u>Child Care Delivery</u>. The Subrecipient shall provide those child care and preschool activities described in detail in the Scope of Services, which follows the signature portion of this Agreement and is hereby incorporated by this reference.

ESUSD shall ensure that its procurement procedures and documents comply with all HUD and CDBG requirements. Grantee is available to provide support with questions regarding such requirements, and the processing of invoices from the Subrecipient.

First 5 will provide all administrative support necessary throughout the duration of Child Care Delivery including, but not limited to:

- A. Monitor, and apprise ESUSD of deadlines and actions necessary to ensure compliance with applicable legal requirements.
- B. Review and monitor program activities and delivery to ensure compliance by ESUSD with Applicable Requirements.
- C. Ensure Financial Management systems are kept in accordance with 24 CFR 85.20.
- D. Prepare all required administrative documents for CDBG including: Setup and Completion reports, General Conditions Clearance Checklists, Environmental Review documents, Funds Request forms, Summary Expenditure Forms, Annual and Semi-Annual Report Request, Annual and Semi Annual Labor Standards Enforcement Report (HUD Form 4710), Financial Accomplishments Report (FAR), and Grantee Performance Report (GPR),
- E. Prepare all required procurement forms including any applicable form in Chapter 8 of the CDBG Grant Management Manual.

B. <u>National Objectives</u>

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet two of the National Objectives: benefit low- and moderate-income persons and meet community development needs having a particular urgency. These objectives will be met as there are currently no licensed child care providers in Bridgeport, which includes residents with low and moderate income. Operation of a child care facility will meet a long-standing need and offer educational opportunities for low and moderate income children while also providing the child care necessary for parents to work.

C. <u>Levels of Accomplishment – Goals and Performance Measures</u>

ESUSD will provide, directly, the following levels of program services. Longer periods may be allowed when necessary due to compliance issues and/or weather, as determined by the parties.

Activity #1: Child Care Program Delivery. This task shall be performed in compliance with all Applicable Requirements, and includes the provision of preschool and child care services to eligible children in the targeted communities as described and in compliance with the Scope of Services set forth below. <u>DATES: XXXX 2021 -- June 30, 2023</u>

Activity #2: Compliance Monitoring and Reporting. Ensure compliance with all Applicable Requirements throughout the term of this Agreement and during any time thereafter which ESUSD is in control of CDBG assets, including program income. Perform required monitoring, program delivery, reporting and related activities. <u>DATES: Ongoing</u>.

D. <u>Staffing</u>

Based on time tracking estimates*

Superintendent of Schools (2.04% FTE) Fiscal Coordinator (1.74% FTE)

Bridgeport:

Secretary (4.19% FTE) Provider (8 hours 180 days) Paraprofessional (7.5 hours 180 days) Custodian (3.46% FTE)

E. <u>Performance Monitoring</u>

The Grantee will monitor the performance of ESUSD against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by ESUSD within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated and tasks may be assigned to a different department or agency of Grantee.

F. <u>Performance Monitoring</u>

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard

performance as determined by the Grantee's Commission will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated and tasks may be assigned to a different agency.

II. <u>TIME OF PERFORMANCE</u>

Services of the Subrecipient shall start upon execution of this Agreement and end on the XX day of XXX, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

	2020-2023 Operational Budget
Secretary	9,930
Fiscal Coordinator	4,326
Provider - 8 Hour	72,755
Paraprofessional, 7.5 Hour	62,975
Custodian	1,895
Food Service Worker II	8,129
Substitutes	9,300
Statutory Benefits	60,659
Health and Welfare	57,227
Books and Supplies	6,273
Travel / Training	2,091
Total Operational Budget	295,559

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. <u>PAYMENT</u>

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$295,559. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses

for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. <u>NOTICES</u>

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Molly DesBaillets, Exec. Director First 5 Mono 365 Sierra Park Road Mammoth Lakes, CA 93546 Telephone: 760-924-7626 Fax Number: 760-934-8443

<u>Subrecipient</u>

Heidi Torix, Superintendent of Schools Eastern Sierra Unified School District P.O. Box 575 Bridgeport, CA 93517 Telephone: 760-932-7443 Fax Number: 760-932-7140

VI. GENERAL CONDITIONS

A. <u>General Compliance</u>

The Subrecipient agrees to comply with all Applicable Requirements, including but not limited to, the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The

Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. <u>"Independent Contractor"</u>

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. <u>Hold Harmless</u>

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. <u>Workers' Compensation</u>

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

Workers Compensation. Subrecipient shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to Grantee as an additional insured.

General Liability. Subrecipient shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Subrecipient under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Subrecipient under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's"

policyholder's rating of "A" or "A+". Self-insurance or insurance through a Joint Powers Agency, which provides the same level of coverage is also acceptable.

Prior to commencing any work under this agreement, Subrecipient shall provide Grantee: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono (including First 5), its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the Grantee.

Fidelity Bond. The Subrecipient shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee and shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance. No Fidelity Bond is required payments are made on a reimbursement basis.

F. <u>Grantee Recognition</u>

The Subrecipient shall insure recognition of the role of the First 5 and Mono County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. <u>Amendments</u>

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. <u>Suspension or Termination</u>

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time (i.e. Applicable Requirements);
- 2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- 3. Ineffective or improper use of funds provided under this Agreement; or
- 4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

- A. <u>Financial Management</u>
 - 1. <u>Accounting Standards</u>

The Subrecipient agrees to comply with all Applicable Requirements, including but not limited to 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. <u>Cost Principles</u>

The Subrecipient shall administer its program in conformance with 2 CFR part 200 and 230, Uniform Administrative Requirements, and OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. <u>Records to be Maintained</u>

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. If such records are in possession of a contractor, then the Subrecipient shall obtain copies of such records for purposes of this requirement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. <u>Retention</u>

The Subrecipient shall retain and share with the Grantee all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. <u>Client Data</u>

First 5 shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subrecipient shall cooperate with all requests from First 5 for information and/or records necessary for First 5 to perform this function.

4. <u>Disclosure</u>

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Family Educational Rights and Privacy Act (FERPA) and other applicable state and federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. <u>Closeouts</u>

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. <u>Audits and Inspections</u>

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. <u>Reporting and Payment Procedures</u>

1. <u>Program Income</u>

The Subrecipient shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee. In the event there is no program income, the provisions of the paragraph do not apply.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. <u>Payment Procedures</u>

The Grantee will pay to the Subrecipient funds available from the First 5 Fund in the County Treasury under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. <u>Progress Reports</u>

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. <u>Procurement</u>

1. <u>Compliance</u>

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. <u>OMB Standards</u>

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the County of Mono with funds provided under this Agreement.

E. <u>Use and Reversion of Assets</u>

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- 2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, First 5 shall pay Mono County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to Mono County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
- 3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. <u>RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE</u> HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. <u>Civil Rights</u>

1. <u>Compliance</u>

The Subrecipient agrees to comply with all state and local regulations and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. <u>Nondiscrimination</u>

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. <u>Section 504</u>

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. <u>Affirmative Action</u>

1. <u>Approved Plan</u>

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. <u>Women- and Minority-Owned Businesses (W/MBE)</u>

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanishspeaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. <u>Access to Records</u>

The Subrecipient shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. <u>Equal Employment Opportunity and Affirmative Action (EEO/AA)</u> <u>Statement</u>

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. <u>Subcontract Provisions</u>

The Subrecipient will include the provisions of Paragraphs IX.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. <u>Employment Restrictions</u>

1. <u>Prohibited Activity</u>

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

"Section 3" Clause

Compliance: Compliance with the provisions of Section 3 of a) the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient Subrecipient's subrecipients any of the and and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and

agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for lowand very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very lowincome persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) <u>Notifications</u>: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) <u>Subcontracts</u>: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. <u>Conduct</u>

1. <u>Assignability</u>

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. <u>Subcontracts</u>

- a) <u>Approvals</u>: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) <u>Monitoring</u>: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of followup actions taken to correct areas of noncompliance.

- c) <u>Content</u>: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) <u>Selection Process</u>: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- 3. <u>Hatch Act</u>

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. <u>Conflict of Interest</u>

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For

purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. <u>Lobbying</u>

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient's subcontractors shall certify and disclose accordingly:

d) <u>Lobbying Certification</u>

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royaltyfree, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. <u>Religious Activities</u>

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. <u>Air and Water</u>

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- B. <u>Flood Disaster Protection</u>

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. <u>Lead-Based Paint</u>

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. <u>Historic Preservation</u>

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. <u>SEVERABILITY</u>

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasigovernmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

First 5 Mono County

Eastern Sierra Unified School District

Superintendent of Schools

By

Executive Director First 5 Mono County

Attest

CLERK

Countersigned:

FINANCE OFFICER

Ву_____

Title_____

Fed. I. D.

By

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MONO COUNTY COUNSEL

APPROVED BY RISK MANAGEMENT:

Mono County Risk Manager

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

SCOPE OF SERVICES

A. <u>Principal Tasks</u>

ESUSD will provide day care/preschool and related services to eligible children at Bridgeport Elementary School over the period of January 1, 2021 to June 30, 2023 With funding from the 2020 CDBG NOFA award to Mono County, ESUSD will make available the equivalent of approximately 10 7-hour day care slots for 175 days per year during this period (10, or as many as allowable by licensing). ESUSD will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds (i.e., the Applicable Requirements), and in a manner satisfactory to the Grantee.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by ESUSD and First 5 on behalf of the Grantee.

The major tasks that ESUSD will perform in connection with the provision of the eligible day care/preschool services include, but are not limited to, the following:

- 1) <u>Facility Maintenance</u>. Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of a day care center. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped accessible, and organized into separate areas appropriate for each of the age groupings being served (toddler,14 months to 2. 5 years; pre-school, 2. 5 to 4 years; and pre-kindergarten, 4 to 5 years).
- 2) <u>Service Providers</u>. Recruit and hire qualified Providers to provide the day care/preschool programs. Ensure that the numbers, background and qualifications of the Providers of the on-site day care and any related services at all times are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 3) <u>Services</u>. Offer day care/preschool services from 8:15-3:15 Monday through Friday to approved eligible families. Families should be provided the option of enrolling their children in either part-time (4 hours) or full-time (7 hours) day care slots, provided that children from eligible low- to moderate-income families occupy 11 of the 20 projected "full-time equivalent" slots available at the day care center days of operation will follow the ESUSD school-day schedule

- 4) <u>Meals</u>. Provide two nutritionally balanced snacks and a lunch every day for children participating full time.
- 5) <u>Curriculum</u>. Provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 6) <u>Records</u>. Maintain program and financial records documenting the attendance, provision of services, and Subrecipient expenses relative to the children receiving day care services as a result of assistance provided through the CDBG program.
- 7) Outreach. Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible and will be available in English and Spanish. Upon request and by mutual agreement, Subrecipient may assist in these activities
- 8) <u>Enrollment</u>. Accept applications and perform eligibility determinations. Fifty-one percent of the children served will be aged 14 months to 5 years (age limitations may vary depending upon licensing requirements) from families in Mono County with incomes that do not exceed the low- and moderate-income limits of the CDBG program, by family size, will be eligible for enrollment in the subsidized day care slots. The reminder of the slots, if any, will be offered to other children from the location of the child care based on the age of the child. Older children will be given priority.

B. <u>Budget and Method of Compensation</u>

With the submission of original monthly bills together with proper support documentation, for the services described in Section A. of this Agreement, reimbursement for expenditures will be paid to ESUSD with a check on a monthly basis according to the following schedule:

<u>For day care services</u>: A *pro rata* share of ESUSD's allowable monthly expenses for the provision of day care services as supported by a cost allocation plan prepared in accordance with OMB Circular A-122 and the Department of Health and Human Services Publication OASMB-5. FTE day-care slots may be used as the allocation basis for the plan if it can be shown that this basis provides for an equitable distribution of the indirect costs. **THIS AGREEMENT** is made and entered into on April 1, 2021, by and between the Mono County Children and Families Commission ("First 5 Mono County") and Inyo Mono Advocates for Community Action ("IMACA").

Recitals

WHEREAS, First 5 California released the Improve and Maximize Programs so All Children Thrive (IMPACT) Regional Coordination and Training and Technical Assistance Hub Request for Applications (RFA) in 2015; and

WHEREAS, IMPACT organized counties across the state into ten regional hubs that aim to provide coordination and specialized support to consortia in the region while building and implementing their local early learning system; and

WHEREAS, IMPACT Hub Region 6, which consists of partners from Alpine, Inyo and Mono Counties, is required to: 1) Help consortia identify local and regional strengths and assets, and determine local and regional gaps and needs; 2) Coordinate regional activities to implement the CA-QRIS elements and systems functions; 3) Reduce regional duplication of efforts; 4) Build local and regional expertise, and incorporate state and federal evidence-based practices models; and 5) Maintain a strong connection to the Quality Counts California; and

WHEREAS, First 5 Mono County serves as the fiscal lead for IMPACT Hub Region 6 and in such capacity desires to enter into this agreement to uphold the capacity building, coordination and implementation requirements of the IMPACT Hub RFA funding.

NOW, THEREFORE, for and in consideration of the agreement made, and the funding to be provided by First 5 for the services rendered by IMACA, the parties agree to the following:

Terms of Agreement

- 1. First 5 Mono County (*on behalf of IMPACT Hub Region 6*) will fund the training and materials cost for one staff person at IMACA to attend a CLASS Pre-K Observer Training in fiscal year 2020-2021.
- The IMACA staff person attending the Pre-K Observer training will provide Classroom Assessment Scoring System (CLASS) observation assessments for at least 3 *qualifying*, local participating QRIS sites assigned by ICOE, for the duration of their active certification period (one year from the activation of their certification).

Confirmation of Agreement

The following parties have agreed to the terms of this agreement.

First 5 Mono County

IMACA

Signature of approved signatory

Printed name of approved signatory

Date

Signature of approved signatory

Printed name of approved signatory

Date







FIRST 5 CALIFORNIA
2019–2020
ANNUAL REPORT





O R N I A[®]

OUR MISSION

Convene, partner in, support, and help lead the movement to create and implement a comprehensive, integrated, and coordinated system for California's children prenatal through 5 and their families. Promote, support, and optimize early childhood development.



First 5 California Commission Members

George Halvorson, Chair (Member until December 2020) *Appointed by the Governor*

Lupe Jaime-Mileham, Vice Chair (Member until September 2019) Appointed by the Governor

Molly Munger, Vice Chair Appointed by the Speaker of the Assembly

Jackie Majors Appointed by the Speaker of the Assembly

Mayra Alvarez Appointed by the Governor

Muntu Davis (Member until December 2020) Appointed by the Governor

Monica Fitzgerald Appointed by the Senate Rules Committee

Shana Hazan Appointed by the Senate Rules Committee

Ex-Officio Member:

Mark Ghaly Secretary of the California Health and Human Services Agency

Kris Perry, Designee Secretary of the California Health and Human Services Agency

New Members Appointed in January 2021:

Dr. Nadine Burke Harris, Chair California Surgeon General, Appointed by the Governor

Elsa Mendoza Jimenez Appointed by the Governor
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Message from the Executive Director

What a year it has been! Like everywhere else across the country and around the globe, California has faced the ravages and unprecedented challenges brought on by the COVID-19 pandemic. While these dire circumstances have led to devastation for so many people in terms of illness, loss of loved ones, business closures, unemployment, educational logistics, and child care, Californians working together have found ways to face these daunting realities and work through them as best we can. As we continue to forge ahead through the end of the pandemic and through our state's health crisis and economic recovery, these partnerships and collaborations will continue until we are successfully on the other side of this frightening era. Toward that end, in 2020 the First 5 California Commission allocated a total of \$5 million to help address the pandemic and provide emergency support to local communities around the state. (See "COVID-19 Pandemic Assistance" for additional information.)

In addition to its efforts to address these unforeseen pandemic-related challenges of the past year, in Fiscal Year 2019–20 First 5 California continued to implement its 2019–24 Strategic Plan, which provides the agency's road map for its investments, partnerships, and advocacy efforts to fulfill its mission, vision, and goals. All of the Commission's work emanates from the firm belief that every child deserves a strong and solid start in life. This multi-faceted work is possible because of the dedication and work of our Commission, staff, the First 5 county commissions, and other stakeholders and partners.

First 5 California's 2019–20 Annual Report highlights its accomplishments and collaborations at both state and local levels, which include:

- Quality improvement efforts under IMPACT 2020 reaching 5,111 (310,378 children) early learning care sites in 58 counties throughout the state, including center-based care, family home child care, alternative settings, and family, friend, and neighbor care
- Home visiting services for California's high-need families supported by launch of the home visiting workforce study and engaging counties in home visiting coordination efforts
- We launched the Family Engagement Toolkit as a free resource for early learning and care providers to build upon skills in family engagement strategies and provide techniques that can be implemented in everyday situations
- First 5 California celebrated one hard-fought and long-awaited policy win in the form of Paid Family Leave. SB 1383 (Jackson)

With another challenging and successful year behind us, there is still much work to do. With each year comes a renewal of our commitment to the principals that have always been at the core of our work in serving our youngest Californians and their families. We will continue to partner with our Governor, the Legislature, First 5 county commissions, and other groups and organizations that advocate for what is best for our kids and their future. As always, I consider it an honor to be part of this outstanding early learning and care community and its noble work dedicated to improving the lives of young children.

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CAMILLE MABEN EXECUTIVE DIRECTOR, FIRST 5 CALIFORNIA



"First 5 California's Children's State Policy Agenda guides the agency's efforts to advocate for the strong start all children deserve ..."



Ensuring California's Children Receive the Best Start in Life and Thrive

PROPOSITION 10 AND THE LEGACY OF FIRST 5 CALIFORNIA

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

BUILDING PUBLIC WILL AND INVESTMENT

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

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

First 5 California serves as a convener and partner in state policy conversations, collaborating with First 5 county commissions, state agencies, stakeholders, and other advocates to convene, align, support, and strengthen statewide advocacy efforts to realize shared goals. Despite a unique year, First 5 California continued to expand its policy and advocacy engagement in fiscal year 2019–20, guided by its Policy Agenda. The Policy Agenda is focused on the following four areas the Commission identified as its top state policy priorities, including targeted goals within each priority area to achieve a seamless statewide system of integrated and comprehensive programs for children and families:

Resilient Families and Communities

- Support effective parent education and engagement, including parent engagement on child brain development and *Talk. Read. Sing.*[®]
- Support sustainability of Family Resource Centers and other comprehensive community hubs for integrated services for children and families
- Increase supports for breastfeeding, paid family leave, and baby-friendly policies for all families in all settings
- Expand voluntary home visit programs

Child Health

- Protect children and families' access to health care, and support coordination across the health care system to ensure affordable and comprehensive health insurance coverage and services for every child and mother, prenatal through age 5
- Support and promote universal developmental screenings, assessment, referral, and treatment

Early Learning

- Expand access to quality early care and education programs for children ages 0 to 3
- Support implementation of high-quality universal preschool access for all low-income four-year-old children, and high-quality transitional kindergarten and kindergarten state-wide
- Define, measure, and achieve learning readiness for all California children prior to kindergarten

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- Support a high-quality early learning workforce through strengthened qualifications, compensation, stability, diversity, and robust professional development systems
- Promote statewide access to and participation in quality improvement systems

First 5 Revenue

- Promote inclusion of funding for children ages 0 to 5 and their families in existing and new revenue policy discussions
- Promote regulation of tobacco-related products, including electronic cigarettes, and sustainability of licensing and enforcement programs
- Promote inclusion of funding for prenatal and 0 to 3 two-generation prevention strategies in Proposition 64 Memorandum of Understanding for prevention dollars

ACCOUNTABILITY: FUNDING AND AUDIT RESULTS

Under the Act, the California Department of Tax and Fee Administration collects an excise tax levied on all tobacco products and deposits the revenue into the California Children and Families Trust Fund, allocating 20 percent to First 5 California and 80 percent to county commissions. In FY 2019–20, First 5 California received \$60.6 million, and county commissions received \$242.4 million. The amount of funding allocated annually to each county commission is based on the annual number of births in the county relative to the total number of births in the state. Each county must prepare an annual independent audit subject to guidelines prepared by the State Controller's Office. The counties invest their dollars in locally designed programs, as well as in First 5 California's statewide programs as match funding. First 5 county commissions use their funds to support local programs in four result areas:

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

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

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

The administration of these and other programs is consistent with all applicable State and Federal laws, rules, and regulations. The State Controller's Office conducts an annual review of the 58 county commissions' independent audits. In October 2020, the Controller published its review of the counties' audits for FY 2018–19, summarizing several findings contained in the local audits, but did not deem any of them significant enough to withhold funding. Audits can be viewed on First 5 California's website at http://www.ccfc. ca.gov/pdf/about/budget_perf/annual_report_pdfs/ etc/AR-SCO-Audit-Report-2018-2019.pdf

FIRST 5 SUMMIT

As part of First 5 California's commitment to convene, align, collaborate, and support statewide efforts and initiatives to improve outcomes for children, First 5 California hosted the 2020 Child Health, Education, and Care Summit in February.

Approximately 700 early care and education professionals attended the 3-day event, which included a variety of breakout sessions, keynote addresses, and two evening receptions featuring recipients of the Champion for Children awards. [Johnny Hekker and Nadine Burke Harris]

The Summit theme, "Equity in Action: Elevating Children, Families, and California's Workforce," represented the natural evolution of this statewide event – from building partnerships, to promoting collective impact, to providing leadership around critical programs and investments designed to benefit young children and their families. The Summit provided the perfect forum for the spectrum of early childhood stakeholders to learn from, collaborate with, and empower one another. According to Summit attendees:

"For a first-time attendee, this was a wonderful experience. The Summit was well-organized, and the keynote speakers were noteworthy. The receptions were a great way to keep people connected and networking once the sessions were over. I look forward to attending the Summit again next year. Even my mother, who is a health care professional, upon hearing about the Summit, wished she would have sent some of her nurses."

"Overall, the Summit was excellent! The keynote speakers were amazing, and the workshop topics were relevant to the work I do."

LEGISLATIVE AND BUDGET ENGAGEMENT

The year 2020 marked an unprecedented year of policymaking as the COVID-19 pandemic impacted all aspects of California Legislative, Budgetary, and Administrative functions. Amid Capitol closures and a shift to mostly virtual operations, advocacy certainly looked different this year and will likely continue to look different for some time. Partnerships and coalition building proved more important than ever to elevate priorities at a time of immense need across the board. Through shared advocacy efforts between First 5 California and its early childhood education and care partners and leaders in the Legislature, the early childhood field was able to thwart deep budget cuts, including a proposed 10 percent reduction to provider reimbursement rates that would have been devastating to the field. First 5 California and the Early Care and Education Coalition were successful in working with various departments and the Governor's Office on COVID-19 guidance, FAQs, emergency orders, and Management Bulletins regarding COVID-19 flexibility and protocols critical to the stabilization of the field, including the use of electronic signatures, reopening policies, personal protective equipment, obtaining essentials such as cleaning supplies, diapers, and formula, the suspension of family fees, and a hold harmless for providers for COVID-19related absences.

With all focus on supporting children, families, and providers through the COVID-19 pandemic, the state did not see a lot of movement this year on new policies impacting children and families. However, Governor Newsom and the Legislature did set the stage for a restructuring of California's child care system in the 2020– 21 Budget Act, transferring all child development programs, with the exception of the California State Preschool Program, to the Department of Social Services, beginning in July 2021, to promote a unified early childhood system that improves program integration and coordination with other major programs serving young children. This change will be implemented in conjunction with the adoption of a Master Plan for Early Learning and Care set to be completed at the end of 2020 that will guide the state's investments in early childhood education and family strengthening supports.

While the year 2020 centered around protecting existing early childhood infrastructure, First 5 California celebrated one hard-fought and long-awaited policy win in the form of Paid Family Leave. In 2019, Governor Newsom convened a Paid Family Leave Task Force, bringing together members of the early childhood, business, and labor communities to develop a set of policy recommendations for how to expand and create a more equitable Paid Family Leave program in California, and ultimately achieve the goal of six months of bonding time with a parent for every California baby. First 5 California sat on the Task Force, providing a key early childhood voice and perspective, and helped to develop the recommendations released in January 2020. SB 1383 (Jackson) was signed by the Governor on September 17, 2020, making progress on the first recommendation made by the Task Force and getting the state closer to universal job protected leave. SB 1383 ensures all workers who work for an employer with five or more employees have access to job protected leave to care for a new baby, an ill family member, their own serious health condition, or to address a military exigency – a huge win for California families. Because of this legislation, more babies will be able to spend their first weeks and months bonding with a loving parent, setting a foundation for life success.

First 5 California is committed to supporting children, families, and providers through the COVID-19 pandemic and beyond, while continuing to build on state and federal advocacy achievements, by working to strengthen its partnerships with stakeholders and its efforts to build policymakers' knowledge base and investment in shared priorities. Capitalizing on the deep commitment to early childhood education and care from the Administration and the Legislature, First 5 California staff and partners pledge to work with the Administration, State Superintendent of Public Instruction, Department of Social Services, Master Plan for Early Learning and Care and Early Childhood Policy Council teams, and the Legislative Women's Caucus as these entities work together to build and implement a road map for building a stronger, more equitable, highquality early learning system for all California's children,

and determine how best to invest scarce resources in this crucial foundation for lifelong success. In doing so, the Commission will build on this year's successes and continue working toward the underlying Strategic Plan goal to ensure all children prenatal through age 5 have the resources, foundation, and systems of support they need to thrive.

COVID-19 PANDEMIC ASSISTANCE

On March 11, 2020, the World Health Organization (WHO) declared COVID-19 a pandemic with a sustained risk of further global spread. Out of an abundance of caution, the *Governor's Proclamation of a State Emergency and Executive Order, N-25-20*, was issued on March 12, 2020.

COVID-19 is having a devastating effect on the world, touching the lives of every person in some way, shape, or form. Governor Newsom was, and continues to be, on the forefront of addressing this ravaging pandemic. Despite the Governor's admirable and ambitious efforts, Californians still struggle with economic, emotional, and physical impacts of the virus.

In particular, children and families are experiencing a generational health crisis that requires extreme caution to help mitigate the growth of the coronavirus and inhibit infecting large portions of the population. Likewise, childcare programs and providers have been especially hard hit by closures and dwindling childcare services.

To assess COVID-19's impact, First 5 California worked with the Governor's Office, the First 5 Association, and childcare advocates to survey counties regarding what supplies were most needed. Survey results indicated basic necessities such as diapers, baby wipes, and hand soap were most needed.

In April 2020, the First 5 California State Commission took strong action to address the pandemic and approved \$4 million to provide emergency support to local communities around the state who are grappling with COVID-19. This effort has supplemented other supply acquisition efforts around the state and was coordinated to maximize the various funding sources to support the purchase of emergency supplies and not duplicate efforts. The goal was to prioritize childcare providers serving first-line responders and people working in essential services. After those childcare providers had been served, counties could provide supplies to the broader community.

To that end, First 5 California contracted with SupplyBank. Org, a 501(3) (c) non-profit organization. SupplyBank.Org, First 5 California, and the First 5 Association conducted a second assessment to further quantify the needs of childcare providers remaining open for the kids of essential personnel and the broader community.

The Commission subsequently approved an additional \$1 million dollars during the May 2020 Commission meeting in order to continue supporting the local efforts to address COVID-19. As requested, SupplyBank.Org worked directly with each First 5 county commission to develop a county-specific distribution, storage, and delivery plan. This plan included distribution to several local partnering agencies.

Local partner types include:

- Family Resource Centers
- Women, Infants, and Children
- Homeless and domestic violence shelters
- County First 5 run centers
- Several hundred childcare providers (data being gathered)
- Other nonprofit and agency partners

SupplyBank.Org and the First 5 Association continue to work together to gather statewide data to illustrate the full scope of this distribution network. Through Fiscal Year 2019–20, SupplyBank.Org distributed the following emergency supplies statewide:

- 1.2 million adult masks
- 150,000 child masks
- 4.9 million diapers
- 75,000 baby wipes
- 30,000 units of all-purpose cleaner
- 68,000 units of disinfectant solution
- 30,000 units of disinfectant spray
- 60,000 units of hand sanitizer
- 114,000 units of hand soap
- 3.1 million surgical gloves
- 63,000 children's books

Efforts will be ongoing throughout the first half of Fiscal Year 2020–21 as the contract sunsets on February 28, 2021.



The First 5 California State Commission took strong action to address the pandemic and approved \$5 million in total to provide emergency support to local communities around the state who are grappling with COVID-19.





Serving California's Young Children, Parents, and Teachers

FOUR RESULT AREAS

First 5 California tracks progress in four result areas to inform evidence-based funding decisions, program planning, and policies:

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

These result areas comprise a framework for reporting early childhood investments. This reporting framework provides a statewide overview of the number, type, and costs of services provided to children and adults during a fiscal year. Stakeholders can use this information to assess resource allocation and impact for First 5 county commissions statewide.

Exhibit 1 contains the total numbers of services provided to children ages birth to 5 and adults (including primary caregivers and providers) during FY 2019–20 for Improved Family Functioning, Improved Child Development, and Improved Child Health. First 5 county commissions provided a total of 596,223 child services and 729,955 adult services. The distribution of expenditures in these three result areas totals \$321 million (Exhibit 2).

The result area, Improved Systems of Care, with expenditures of \$84 million, differs from the others. It consists of programs and initiatives that support program providers in the other three result areas. The four result areas combined have total expenditures of \$405 million.

Exhibit 1: Total Number of Services Provided to Children Ages 0 to 5 and Adults* in FY 2019–20 Across Result Areas



* Totals for Adults include both Primary Caregiver and Provider counts

Exhibit 2: Total Expenditures for Children Ages 0 to 5 and Adults* in FY 2019–20 by Result Area



*Adults include both Primary Caregivers and Providers

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First 5 County Commission Program Result Areas

First 5 county commissions are required to report to First 5 California expenditure and service data for programs. In collaboration with the First 5 Association, First 5 California developed and adopted guidelines to standardize data collection and reporting under four result areas. For this annual report, data are aggregated to the statewide level. Data reported are from programs funded by both state and county First 5 Commissions (Appendix A) using specific definitions for each result area with service category detail (Appendix B). The four result areas are listed below:

IMPROVED FAMILY FUNCTIONING

Family Functioning includes the categories General Family Support and Targeted 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, and assistance for parents and families; and support to schools and educational institutions, nonprofit communitybased agencies, government agencies, and private institutions.

In FY 2019–20, First 5 county commissions provided a total of 137,759 services to improve family functioning for children ages birth to 5, with 116,346 child services in General Family Support and 21,413 child services in Targeted Intensive Family Support.

First 5 county commissions provided a total of 424,754 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 399,510 adult services in General Family Support and 25,224 adult services in Targeted Intensive Family Support. Exhibit 3 displays the numbers of services provided.

First 5 county commissions expended \$86 million to improve Family Functioning, with 52 percent of expenditures in General Family Support and 48 percent of expenditures in Targeted Intensive Family Support. Exhibit 4 shows the distribution of expenditures by service category.

Exhibit 3: Family Functioning—Total Number of Services Provided to Children Ages 0 to 5 and Adults* in FY 2019–20 by Service



General Family Support

116,346	399,510

Targeted Intensive Family Support



* Totals for Adults include both Primary Caregiver and Provider counts

Exhibit 4: Family Functioning—Distribution of Expenditures for Children Ages 0 to 5 and Adults* in FY 2019–20 by Service



* Adults include both Primary Caregivers and Providers

IMPROVED CHILD DEVELOPMENT

Child Development includes the categories Quality Early Learning Supports and Early Learning Programs. Programs include professional development for educators, highquality preschool, services for diverse populations, and school readiness.

In FY 2019–20, First 5 county commissions delivered 187,495 child development services to children ages birth to 5, with 149,490 child services in Quality Early Learning Supports and 38,005 child services in Early Learning Programs.

First 5 county commissions provided 98,038 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 64,133 adult services in Quality Early Learning Supports and 33,905 adult services in Early Learning Programs. Exhibit 5 displays the numbers of services provided.

Exhibit 5: Child Development—Total Number of Services Provided to Children Ages 0 to 5 and Adults* in FY 2019–20 by Service



*Totals for Adults include both Primary Caregiver and Provider counts

In FY 2019–20, county commissions expended \$110 million to improve Child Development, with 74 percent of expenditures in Quality Early Learning Supports and 26 percent of expenditures in Early Learning Programs. Exhibit 6 shows the distribution of expenditures by service category. Exhibit 6: Child Development—Distribution of Expenditures for Children Ages 0 to 5 and Adults* in FY 2019–20 by Service



* Adults include both Primary Caregivers and Providers

IMPROVED CHILD HEALTH

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

In FY 2019–20, First 5 county commissions provided a total of 270,969 to children ages birth to 5, with 21,085 child services in General Health Education and Promotion, 7,310 in Prenatal and Infant/Toddler Pediatric Support, 40,514 in Perinatal and Early Childhood Home Visiting, 91,182 in Oral Health Education and Treatment, and 110,878 in Early Intervention.

First 5 county commissions provided 207,163 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 62,919 adult services in General Health Education and Promotion, 3,985 in Prenatal and Infant/ Toddler Pediatric Support, 57,366 in Perinatal and Early Childhood Home Visiting, 23,668 in Oral Health Education and Treatment, and 59,225 in Early Intervention. Exhibit 7 displays the numbers of services provided.

Exhibit 7: Child Health—Total Number of Services Provided to Children Ages 0 to 5 and Adults* in FY 2019–20 by Service

Children Adults
Early Intervention
110,878 59,225
Oral Health Education and Treatment
91,182 23,668
Perinatal and Early Childhood Home Visiting
40,514 57,366
Prenatal and Infant/Toddler Pediatric Support
7,310 3,985
General Health Education and Promotion
21,085 62,919

*Totals for Adults include both Primary Caregiver and Provider counts

In FY 2019–20, county commissions expended \$125 million to improve Child Health, with 6 percent of expenditures in General Health Education and Promotion, 3 percent in Prenatal and Infant/Toddler Pediatric Support, 48 percent in Perinatal and Early Childhood Home Visiting, 12 percent in Oral Health Education and Treatment, and 30 percent in Early Intervention. Exhibit 8 shows the distribution of expenditures by service category.

Exhibit 8: Child Health—Distribution of Expenditures for Children Ages 0 to 5 and Adults* in FY 2019–20 by Service



* Adults include both Primary Caregivers and Providers

IMPROVED SYSTEMS OF CARE

Systems of Care addresses system-wide structural supports as county commissions focus efforts within the result areas of Family Functioning, Child Health, and Child Development. For example, interagency collaboration allows coordinated wrap-around efforts from multiple organizations providing targeted services. Since this result area is at a systems level, counties do not report numbers of children and adults served. Expenditure data indicate that for FY 2019–20, county commissions expended \$84 million to improve Systems of Care (Exhibit 9), with 44 percent toward Policy and Public Advocacy, and 56 percent of expenditures toward Program and Systems Improvement Efforts.

Exhibit 9: Systems of Care—Distribution of Expenditures in FY 2019–20 by Service



POPULATIONS SERVED

County commissions serve populations representing a diversity of age, racial/ethnic, and language groups. Statewide, by age, 32 percent of children served were under 3 years old, 49 percent were ages 3 through 5 years old, and 19 percent were of unknown age. Adults served included primary caregivers such as parents and other family members (91 percent), and service providers (9 percent).

With respect to primary language of children served, the two largest groups served were English (41 percent) and Spanish (25 percent) speakers, followed by speakers of Asian languages (Vietnamese, Cantonese, Mandarin, Korean, 2 percent) and language unknown (29 percent). By racial/ethnic group, children and adults served included Hispanic or Latino as the largest group (32 percent), followed by White (12 percent), Asian (5 percent), Other (5 percent), Black or African American (4 percent), Two or More Races (2 percent), Alaska Native or American Indian (1 percent), Native Hawaiian or Pacific Islander (less than 1 percent) and unknown race/ethnicity (39 percent).



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Priority Area: Child Health

KIT FOR NEW PARENTS

The award-winning *Kit for New Parents* targets hard-toreach 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 with the most important job anyone can succeed at—parenting. The *Kit* is intended to put crucial materials at a parent or caregiver's fingertips on day one.

Since 2001, First 5 California has distributed the *Kit* freeof-charge to local hospitals, physicians, and community groups to reach new parents. The *Kits* are available in English, Spanish, Chinese, Korean, and Vietnamese. Parents and organizations also can place *Kit* orders directly via First 5 California's ordering portal. https://apps.ccfc.ca.gov/ First5ParentingKits/

The *Kit* is a colorful, reusable bag containing a health handbook; a baby board book; a Women, Infants, and Children mobile website flyer; a poison control brochure and magnet; and other important information on paid family leave, and literacy and learning. It also features the Parent Guide, a resource written in collaboration with UC Berkeley's Health Research for Action. The Guide includes tips for parents on keeping their children healthy and safe, developmental milestones, handling emotional and behavioral challenges, finding quality childcare, and much more. It also is available in online format at https:// parentguide.first5california.com/en-US.

First 5 county commissions are encouraged to add local references and resources to the *Kit* to help inform parents about services in their own communities.

To date, over 5 million *Kits* have been distributed throughout California since 2001, with 145,000 distributed this fiscal year alone.

SMOKING AND VAPING CESSATION

A major health risk to young children is exposure to nicotine, tobacco smoke, and e-cigarette (vape) liquid and aerosol. Exposure to these substances differ by demographic group, exacerbating existing health disparities for ethnic minorities and low-income families.¹ Prenatal smoking dramatically increases the risk of health problems such as preterm birth, low birth weight, birth defects, and damage to a developing baby's brain and lungs. Exposure to secondhand smoke is also dangerous for babies and young children whose lungs are still developing. Newborns exposed to secondhand smoke are at an elevated risk for Sudden Infant Death Syndrome (SIDS). Additionally, young children exposed to secondhand smoke are more likely to have ear infections, breathing problems, and learning disabilities. Increasing use of e-cigarettes is problematic since vaping while pregnant and secondhand exposure after birth can expose a developing child to nicotine and other toxins. Though smoking prevalence has decreased in California overall, smoking remains high among low income families and poses health risks to the most vulnerable children.

First 5 California has funded the California Smokers' Helpline (Helpline) since 2001 to help parents and caregivers of young children quit smoking, educate the public about the harms of tobacco use, and reduce the likelihood babies and young children will develop tobaccorelated health problems. Helpline services have expanded to include vaping because of the rise in e-cigarette use, especially in young adults (up from 10.1% in 2017 to 14.9% in 2018 among 18–25 year-olds²). In FY 2019–20, the Helpline provided services to 2,327 callers who were either pregnant smokers or smoking parents or caregivers of children ages 0 to 5.

Helpline Services

The Helpline provides one-on-one telephone counseling through a toll-free Helpline (1-800-NOBUTTS for smokers and at 1-844-8-NO-VAPE for vape users). Helpline services also include text, chat, and mobile apps as low barrier ways to engage people in the process of quitting. Helpline counselors utilize scientifically validated protocols shown to double the odds of callers quitting smoking successfully. Chat counseling support is available through www.nobutts. org. Participants are provided self-help materials, referrals to local resources, and free nicotine patches (if medically eligible), sent directly to their homes. Services through the Helpline are available in English, Spanish, Mandarin, Cantonese, Korean, and Vietnamese.

In FY 2019–20, 10% of participants who received Helpline services were current vape users. Counseling to quit vaping addresses misunderstanding of health risks, difficulty assessing nicotine consumption, and challenges to identifying triggers when someone vapes all day long as well as motivation, planning, skill building, and accountability found in all Helpline protocols. The Helpline website has information about why "Kids and Vapes Don't Mix" and fact sheets that explain the health consequences of exposing young children to e-liquid and vape aerosol, and the relationship between smoking/vaping and COVID-19.

HOME VISITING

Research shows intervening as early as possible to mitigate the impacts of poverty has the greatest likelihood of improving child outcomes. Early childhood home visiting and out-of-home prenatal/pediatric supports have proven to help vulnerable children and families overcome barriers to health and well-being. Yet, not all families who are eligible and interested have access to voluntary home visiting or prenatal/pediatric support services. Only 10 to 20 percent of at-risk families who would likely benefit from home visiting receive these services. To address this need, the FY 2019–20 Budget Act approved \$164.9 million in new state funds across multiple home visiting programs, bringing the total FY 2019–20 state investment in home visiting to more than \$230 million. This influx of new state funding highlighted two issues which the Commission sought to address:

1. Effectiveness of home visiting relies upon a wellqualified, culturally competent workforce available to serve populations of need. It became apparent California needed to understand the strengths and gaps in the home visiting workforce and develop an infrastructure to prepare, retain, and expand a well-gualified home visiting workforce. In July 2019, the Commission authorized \$2 million through January 2022 to understand the demographics, training, retention, and well-being of the existing California home-visiting workforce (including prenatal/pediatric support), map the current workforce to the demographics of vulnerable families and provide policy recommendations for workforce infrastructure and policy. Child Trends, Inc. was identified as the evaluation contractor through a competitive bid process and began work in March 2020.

2. In order for vulnerable families to access critical services and supports, home-visiting programs must be coordinated and embedded into broader systems of child and family support. In October 2019, the Commission authorized \$24 million for five years through FY 2024–25 to support this goal and to strengthen cross-county, cross-agency networks of support. A Request for Application was released in May 2020 and by June 30, 2020, 50 counties applied for the funding and agreed to work with local partners to better coordinate local systems that support families with the home-visiting services they need and maximize available funding to serve more families.

These projects are being implemented in collaboration with leaders from the Department of Social Services, Department of Public Health, First 5 Los Angeles, and the First 5 Association of California.

FUNDED RESEARCH: CALIFORNIA HEALTH INTERVIEW SURVEY

First 5 California continued support of the California Health Interview Survey (CHIS) conducted by the UCLA Center for Health Policy Research. In July 2019, the Commission approved \$1.7 million in support of CHIS for Fiscal Years 2019–20 and 2020–21. First 5 California is the primary funder of the CHIS Child Questionnaire that asks parents about topics including child care, preschool participation, positive parenting activities (parents' or caregivers' knowledge of the Talk. Read. Sing.[®] campaign), breastfeeding practices, health status and conditions, child oral health, developmental screening and referrals, languages spoken at home and English proficiency of parent, and receipt and use of First 5 California's Kit for New Parents. Funding also supports online public access to data via the AskCHIS guery tool, (www.ask.chis.ucla.edu), and various research reports (healthpolicy.ucla.edu/chis). With First 5 California's contribution, UCLA will publish a policy brief and child guestionnaire methodology brief during Fiscal Year 2020–21.



"Early childhood home visiting and out-of-home prenatal/pediatric supports have proven to help vulnerable children and families overcome barriers to health and well-being."



Priority Area: Child Development

FIRST 5 IMPACT

First 5 California completed the fifth and final year of First 5 IMPACT (Improve and Maximize Programs so All Children Thrive), a \$190 million investment that provided funding for the implementation of local guality rating and improvement systems (QRIS). Specifically, First 5 IMPACT supported the improvement of quality early learning and care (ELC) settings across the entire continuum-from alternative settings and family, friend, and neighbor care, to family child care homes, centers, and preschools. Building on the previous success of California's Race To the Top-Early Learning Challenge grant, First 5 IMPACT supported a network of local quality improvement efforts, forged partnerships with all 58 counties via 48 consortia, built on past First 5 California programs, and aligned with and leveraged federal, state, and local investments. For FY 2019–20, local consortia participating in First 5 IMPACT reported that of the 7,723 sites participating in QRIS, over two-thirds (5,111) were supported in full or in part with First 5 IMPACT funding. The match requirement for First 5 IMPACT brought substantial new or leveraged funding sources identified to support local implementation. Those sources include county sales tax ballot measures, city/county funds, higher education partners, private foundations/ philanthropy organizations, and other federal funding sources (Head Start, Early Head Start-Child Care Partnership Grant, and more).

Regional Coordination and Training and Technical Assistance Hubs (Hubs) continued to be a central source of support for consortia. Funded through First 5 IMPACT, Hubs supported efficiencies in data collection and data systems, assessor management for rating and assessment tools, and provided assistance with local and regional training needs. Local consortia identified the regional Training and Technical Assistance Hubs as very effective in facilitating communication, offering high-quality professional development that met local needs, and supporting the use of data to guide continuous quality improvement decisions. First 5 California will continue to fund Hubs throughout IMPACT 2020.

Due to the COVID-19 pandemic, state, local, and regional consortia were forced to abruptly shift efforts in order

to provide emergency support to ELC providers and families. The pandemic caused participating site closures, delayed assessment and ratings, created barriers to teachers and providers completing planned professional development work, and brought an overwhelming concern for staff, children, and communities served. The design of the Hubs and First 5 IMPACT both directly contributed to the efficiencies and ability for regional and local implementation to shift in addressing the needs of families and providers in the wake of the COVID-19 pandemic. First 5 IMPACT consortia reported using a variety of strategies to support programs and providers during this time. Throughout the state, consortia quickly pivoted quality improvement supports whenever possible to address emerging health and safety needs, COVID-19 prevention practices and resources, parent engagement and support, child social-emotional needs, and traumainformed practice. Because of the local flexibility of First 5 IMPACT and Hub supports, consortia were able to develop and implement strategies for providing and delivering critical supplies to those continuing care for the children of essential workforce personnel, as well as support families with early learning supports who's ELC programs were closed, either temporarily or permanently. To address workforce needs, local administrators promoted the use of technology to access virtual professional development and coaching, when feasible, and many worked to share technology resources. Most consortia also made adjustments to eligibility requirements for teachers and program stipends and grants in order to continue support to essential early learning and care service workers despite the participation barriers they faced.

The \$12 million Regional Training and Technical Assistance Infrastructure Development WestEd contract funded under First 5 IMPACT supported the development of quality standards, common definitions, and best practices across coaching, training, and family engagement resources for local administrators, technical assistance providers, and early learning and care professionals. Regional coordination has improved significantly as a result of these resources and sharing of best practices within and across regions. Alignment of quality standards will continue with the upcoming roll-out of the Coach Certification program development. In January 2019, First 5 California released a Request for Application (RFA) for IMPACT 2020 funding, \$103 million over three fiscal years (2020-21 through 2022-23), to continue First 5 California's efforts to support the ELC field and expand statewide participation in Quality Counts California. IMPACT 2020 was included in a joint RFA developed in partnership with the California Department of Education (CDE), the Quality Counts California Local Consortia and Partnership Grants. The cross-agency funding opportunity included both CDE Block Grants (California State Preschool Programs Block Grant and Quality Counts California (QCC) Block Grant), as well as IMPACT 2020, in an effort to align the QCC system of funding and strengthen partnerships. In addition to continuing and building upon the efforts of First 5 IMPACT, IMPACT 2020 will increase focus on underserved and high need populations by prioritizing settings that do not receive other state or federal funding such as family child care providers; family, friend, and neighbor care; and other private market settings serving vulnerable populations such as infants and toddlers, and families who receive subsidized care.

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 early learning and care providers so they can create engaging and effective experiences that help children grow and thrive. California's statewide QRIS, QCC, was funded in large part by First 5 IMPACT, and continues through IMPACT 2020, in addition to state and federal funding administered by the California Department of Education (CDE). QCC has created partnerships between state and local entities through the QCC Consortium. The QCC Consortium includes local lead agencies, and representatives of First 5 California and the CDE. Through this partnership, state and local leaders are able to come together to discuss topics and issues related to local and state level QRIS implementation. Local consortia reported QCC has provided a statewide common effort and unified vision for improving the guality of early learning sites in the state, and most identified great success in the areas of provider participation in professional development, maintaining strong collaborative partnerships, and programs and providers valuing participation in quality improvement efforts.

All early learning sites participating in QCC are reported in the statewide common data file, which is inclusive of all of the state's QRIS funding streams. This data provides First 5 California and the CDE an efficient and collaborative method for receiving information about each county participating in QRIS. As of June 30, 2019, there were over 7,700 participating QCC sites across the state, including 2,838 family child care homes, 4,139 centers, 268 family, friend, and neighbor providers, and 478 additional alternative settings. In total, 402,933 children ages 0 to 5 benefitted from the quality improvement support provided by QCC.

The onset of COVID-19 presented QCC local and regional partners with many challenges. QCC state leadership approved adjustments to local rating cycles which alleviated stressors on participating sites when support and rating processes were significantly limited. As the pandemic was realized and local and state guidance began to roll out to providers, consortia provided critical support to programs and the field. This included communication and guidance (frequently coordinated with local Child Care Resource and Referral Agencies) on mandates and information from state and federal agencies and programs, as well as supplies and resources. These linkages included the California Department of Social Services - Community Care Licensing, the California Department of Education - Early Learning and Care Division, the California Department of Public Health, as well as other forms of safety-net support to businesses through the U.S. Small Business Administration Payroll Protection Program and the California Employment Development Department Unemployment Benefits.

Throughout FY 2019–20, the QCC website has continued to expand, adding content to audience-specific webpages, updated county-specific profile pages, and an expanded format for formal messaging around the importance of quality early learning. The QCC website continues to add information regarding local QRIS efforts to support early learning providers, and connections to local resource and referral agencies for parents and families looking for quality child care. In addition to website expansion, the first two of five virtual modules of the Family Engagement Toolkit were released and are now accessible for professional development hours on the QCC website. For more information on QCC, visit the website at https:// qualitycountsca.net/.

SMALL POPULATION COUNTY FUNDING AUGMENTATION

First 5 county commissions in small population counties play a crucial role in providing programs for prenatal to fiveyear-old populations; without the local First 5 commissions, children in most of these counties would not have access to necessary services. Because the statutory funding formula in the California Children and Families Act (Proposition 10) is based on the number of births each year, in counties with small populations and a low number of births, funding is



"The design of the Hubs and First 5 IMPACT both directly contributed to the efficiencies and ability for regional and local implementation to shift in addressing the needs of families and providers in the wake of the COVID-19 pandemic." not enough to fully operate a First 5 county commission and offer programs. Since the beginning of Proposition 10 in fiscal year (FY) 1999–2000, First 5 California has implemented a variety of strategies to support the state's small population counties, including the Small Population County Funding Augmentation (SPCFA).

On January 26, 2017, the State Commission approved a continued investment of up to \$8.625 million in SPCFA funding over four years (July 1, 2017–June 30, 2021). The funding augments Proposition 10 revenue for 20 small population county commissions so they can maintain core operations and provide services for children and families in these communities and helps ensure implementation of Proposition 10 is a statewide effort. In FY 2019–20, small population counties received a total of approximately \$4.0 million in SPCFA funding.

SPCFA funding is vital to serving the needs of children in these counties. Small population counties serve proportionally high numbers of children with risk factors, including incidents of child maltreatment, adverse childhood experiences, and limited access to supports for health and wellness. With SPCFA funding, directors in First 5 county commissions reported successes in building collaborative relationships across health, education, child welfare, social service, and county government offices to address gaps in services, improve outreach and enrollment in services, overcome geographic barriers and family isolation, increase coordination among programs, and maximize resources. Every SPCFA county funded at least one evidence-based or evidence-informed program in FY 2019–20, such as the Nurturing Parents Home Visiting



Program, Parents as Teachers Home Visiting Program, Raising a Reader, the Dolly Parton Imagination Library, and Positive Parenting Program (Triple P). During FY 2019–20, approximately 19,704 children and 21,032 adults in these counties received services from SPCFA-funded child health, family support and strengthening, and early learning and development programs.³

DUAL LANGUAGE LEARNER PILOT

Nearly 60 percent of California's children ages birth through five years are dual language learners (DLL). Research shows children who develop their home language and English early in life benefit from enhanced cognitive skills, academic outcomes in school, and long-term economic gains. Recent studies indicate, on average, inadequately supported DLLs enter kindergarten behind their peers, particularly in the areas of language, literacy, and mathematics. Young DLLs need rich early learning experiences and assessment in their home language so early childhood educators can fully understand what DLLs know and are able to do and how to support them.

In 2016, the First 5 California Commission authorized \$20 million for a DLL Pilot Study to examine culturally and linguistically responsive and effective intentional teaching, family engagement, and professional development strategies for DLLs. The DLL Pilot Study evaluation is led by a research team from the American Institutes for Research (AIR) and will continue through June 2021.

AIR identified 16 counties in which to conduct the DLL Pilot Study, including Butte, Calaveras, Contra Costa, Fresno, Los Angeles, Monterey, Orange, Riverside, Sacramento, San Diego, San Francisco, Santa Barbara, Santa Clara, Sonoma, Stanislaus, and Yolo.

On February 6, 2020, First 5 California hosted a legislative briefing at the State Capitol to release AIR's report entitled, **The Early Learning and Care Context for Dual Language Leaners in California**. Available at **californiadllstudy.org**/ **reports**, the brief summarizes findings from interviews with leaders in the study's 16 counties about the policy context, workforce development efforts, and instructional supports in these counties to better understand the landscape of policies and supports for DLLs in the state.

The second phase of the study, the in-depth phase, began during summer 2019. The in-depth phase is designed to examine how specific instructional and family engagement strategies support child outcomes, with attention to differences in age (infants and toddlers, preschoolers), setting type (family child care, center-based programs, and unlicensed community settings), and language groups (home languages beyond Spanish). Because of the COVID-19 pandemic, AIR was required to curtail certain data gathering in March 2020. Modified data collection, in response to COVID-19, will help this phase of the study examine the effects of the pandemic on DLL children's learning and family engagement.

In spring 2020, First 5 California launched the third phase of the study, the expansion phase, designed to provide information about how effective instructional support, family engagement, professional development strategies can be sustained, scaled, and expanded to other contexts during the COVID-19 pandemic. In addition, this phase is examining how a systemwide commitment to DLLs can be integrated into recovery from the devastating effects of COVID-19 on early learning and care programs. This phase of the study will continue through 2021, providing findings and policy recommendations in early 2022.

The three phases of the study build on one another to further the ultimate goal for California's young DLLs—to thrive, develop bilingual ability, be ready for kindergarten, and succeed in school and beyond.

AIR plans to release at least 10 publications in Fiscal Year 2020–21, including topic-specific briefs and research papers for various audiences, policy products, and a final report.

EDUCARE

In 2010, the First 5 California Commission voted to become an inaugural funder in bringing the public-private Educare Quality Early Learning Model to California. The Commission dedicated \$6 million to support the launch, operation, and evaluation of the first California Educare centers in Santa Clara and Los Angeles counties. First 5 California's investment in California's two Educare sites funds highquality classroom elements, which have proven to increase the quality of early learning programs through improved teacher-child interactions.

Through funding from First 5 California and other national, state, and local public and private partners, Educare California at Silicon Valley opened its doors in the 2015–16 school year and serves 168 Santa Clara County-area children and families. The center is co-located with Santee Elementary School, and operates in partnership with First 5 Santa Clara, the Santa Clara County Office of Education Early/Head Start and State Preschool programs, and the East Side Union High School Child Development Program.⁴

Educare of Los Angeles at Long Beach, a public-private partnership lead by Long Beach Unified School District and the Los Angeles Chamber of Commerce, opened its standalone facility located on the Barton Elementary School campus in the Long Beach Unified School District in 2018, and serves 182 students and parents.⁵

FUNDED RESEARCH: CALIFORNIA EMERGENCY CHILD CARE BRIDGE EVALUATION

During 2020, First 5 California co-funded an evaluation of the California Emergency Child Care Bridge (Bridge Program). The Heising-Simons Foundation and First 5 San Bernardino also co-funded the project. The purpose of the evaluation, conducted by the Child Care Resource Center (CCRC), is to identify outcomes and guide continuous improvement for this new statewide emergency child care program for foster children.

Enacted by the state legislature in 2017, and administered by the California Department of Social Services through county child welfare agencies, California's Bridge Program aims to facilitate prompt placement of foster children in stable settings by helping relatives or other resource (foster) families obtain supplemental early learning and care for placed children. Key features of the Bridge Program include emergency child care vouchers for resource parents, child care navigators to assist the resource parent, and traumainformed care training and coaching to staff of participating child care programs. During 2019, 13,347 children ages 0 to 5 years of age newly entered foster care in California.⁶

Children immediately placed with relatives experience less stress than those placed with strangers and gain valuable stability. However, kinship care providers tend to be older and have lower incomes than non-relative resource families. Prior research shows in comparison with non-relative resource parents, kinship care families need more help with:

- Paying for child care
- Navigating systems of child welfare and early learning and care
- Finding a child care provider who meets the needs of their family

The evaluation will provide information on best practices to reach and serve resource parents, focusing on 12 counties at different stages of implementing the Bridge Program. Evaluators will analyze administrative data and conduct interviews and surveys with administrators and resource parents. Results from the evaluation project will be released during 2021 and 2022.



Priority Area: Family Functioning

PARENT WEBSITE

First5California.com has historically served as First 5 California's main resource for parent engagement on child health, education, literacy, child development, and smoking cessation. In recent years, it has expanded to incorporate more information about early brain development, including activities, downloadable resources, and links to organizations that support families. Starting in 2019, First 5 California spent over a year re-envisioning a developing of the parent website in both English and Spanish. The website is slated to go live in fall 2020. Content for the site was informed by educators and researchers in the field of child development. It was redesigned from the bottom up to provide new levels of functionality, ease of use, access to resources, tips, and activities. Parents and caregivers visiting First5California.com will be able to browse by their child's age group - Newborn, Baby, Toddler, or Preschool - and instantly access a wide variety of parenting tips, articles, instructional videos, and activities geared specifically for that age group and be able to check developmental benchmarks.

SOCIAL MEDIA

The parent website also links to multiple social media channels, including Facebook, Instagram, Pinterest, and YouTube. Across most platforms, followers receive regular posts that highlight simple, actionable tips and ideas surrounding early brain development. As of June 30, 2020, First 5 California's Facebook audience was at 215,486 followers. Instagram was at 9,376 followers, and Pinterest was at 1,742 followers. Beginning spring of 2020, engagement increased as families were primarily spending time at home and logging into social media to find activities to engage their children and information about staying healthy and up to date on COVID-19.

TALK. READ. SING.® SUCCESS

First 5 California's *Talk. Read. Sing.*[®] campaign, prompting parents statewide to take active roles in increasing their children's early brain development, is one of the most successful public health awareness efforts in First 5 California history. A 2019 study and health policy brief from the UCLA Center for Health Policy Research shows 87% of parents of children ages 0 to 5 recognize the messages of this campaign, understand that engaging with their children in these simple, cost-efficient ways will increase their brain capacity and better prepare them for school and life. Parents who have seen the *Talk. Read. Sing.®* messages are nearly three times more likely to read to their children three or more times per week, and twice as likely to sing to their children three or more times per week. In 2020, specialized television and radio spots were produced and aired, reminding parents of the heightened importance of staying engaged with their children through talking, reading, and singing during the COVID-19 pandemic.

FIRST 5 EXPRESS

Since 2006, First 5 California's mobile outreach tour, First 5 Express, has traveled to every corner of the state, reaching out to families and caregivers of children ages 0 to 5 in all 58 counties. This interactive exhibit features "Edutainers" who educate parents and caregivers, and entertain children. The Express teaches families about a wide variety of topics, including nutrition, physical activity, oral health, literacy, and most recently, early brain development. In FY 2019–20, the exhibit traveled to 85 schools, libraries, resource centers, community festivals, county fairs, and other family-oriented events in 41 counties. The Edutainers directly engaged with more than 23,943 people who walked away with over 108,459 helpful First 5 resources, including a branded hand puppet to give parents and caregivers a tool to spark conversation with their young children. Families were given bilingual storybooks to help make reading a regular routine, a healthy portions plate to encourage a balanced diet, and age-appropriate musical instruments to bring out the joy of song. Together with the already established Kit for New Parents; "Fast, Fresh, and Fun Food from First 5" cookbooks; brain development information; and the First 5 California branded bilingual book, Three Brainy Birds, families were provided resources to reinforce the healthy behaviors they experienced. Due to COVID-19, the tour of the Express was cut short in mid-March 2020. Even though our edutainers could not physically visit with families throughout the state, we were still able to connect with families on-line. Beginning in May 2020, First 5 California began livestreaming on Facebook engaging bilingual reading times featuring Edutainers from the First 5 Virtual Express as well as celebrities such as Mario Lopez, Univision's Argelia Atilano, Disney Jr.'s Sonal Shah, and California's First Partner, Jennifer Siebel Newsom. Additionally, the First 5 Virtual Express team produced multiple videos featuring singing, puppet making, exercising, and cooking using the First 5 California cookbook for families to enjoy during their time at home together.



First 5 County Commission Highlights

Alameda

In response to the COVID-19 pandemic, First 5 Alameda County leveraged its investments and infrastructure to respond quickly to the needs of families, providers, and community. It provided direct support and engaged in systems change to disrupt inequities and improve conditions for families and communities. In recognition of the interplay between equity, poverty, place, and adult and child well-being, it mobilized resources swiftly for emergency food and essential items; supported the early childhood education (ECE) system with grants, supplies, and TA; funded school districts to support kindergarten transitions; engaged the county Board of Supervisors to invest in CBOs; and pivoted programs to provide direct services for families in alignment with health and safety protocols. These strategies represent a whole-family approach to improving outcomes for children, families, and neighborhoods.

- Neighborhoods Ready for School grantees became supply distribution hubs serving 7,800 families and distributing more than 5.2 million individual items (2,500 diaper packs, 4,900 masks, 500 books, and 900 toothbrushes).
- Direct service programs, Help Me Grow, Healthy Teeth Healthy Communities, and Project DULCE, navigated over 4,000 families to concrete supports.
- Provided stipends for basic needs to all 10 family-serving shelters in the county.
- Help Me Grow supported 3,300 families with care coordination.
- Nearly 100 people participated in "Dad-scussions," an online forum for fathers and providers.
- Pivoted to virtual trainings, with a focus on equity topics and over 2,000 attendees.
- Partnered with Resource and Referral agencies to provide 753,000 diapers and wipes, 3,500 gallons of disinfectant solution, 44,300 masks, 1,800 books and backpacks, and laptops to ECE providers.
- Based on findings from its 2019 Kindergarten Readiness Assessment, First 5 Alameda County is funding 14 school districts over \$2 million to support successful kindergarten transitions.

Alpine

The First 5 Alpine County Children and Families Commission invests in a variety of services aimed at supporting children prenatal through age 5 and their families. Primary investments include:

- The Alpine Early Learning Center (AELC), which is the only licensed child care center serving Alpine County families. It provides early care and education to children as young as eight weeks old through kindergarten. In Fiscal Year 2019–20, the program served 24 children ages 0 through 5 and 24 primary caregivers and other family members.
- The Busy Bears Playschool is non-licensed early care and education program serving children as young as three months old through kindergarten. The program offers child care to working families as well as preschool education to young children to prepare them for successful kindergarten entry. In Fiscal Year 2019–20, the program served 12 children ages 0 through 5, and 19 primary caregivers and other family members.
- Catalyst Community provides learner-centered education to parents and caregivers. Workshops center on increasing the knowledge amongst parents and caregivers about research-based children rearing and child development practices. In Fiscal Year 2019–20, the program served six children ages 0 through 5, four primary caregivers, and three early care and education providers.
- School readiness programing, such as that offered at the AELC and Busy Bears Playschool, is serving a significant number of the children ages 0 through 5 in Alpine County.

According to the State of California Department of Finance, the population projections for children ages 0 through 5 for Alpine County in 2020 was 32. Combined, AELC and Busy Bears Playschool served a total of 36 children, indicating that most young children in the county are being served by programs funded by First 5 Alpine.

Amador

First 5 Amador County continues to invest in areas that support parents as their children's first teacher. These investments include access to services by supporting two family resource centers in unincorporated areas, Mobile Outreach/Toddler Playgroups in four locations throughout

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the county, a collaborative approach to early literacy with 23 Little Free Libraries throughout the county, and more than 60 percent of age-eligible children receiving books monthly through the Imagination Library. First 5 Amador collaborated with five community-based organizations to link families to First 5 California's Diaper Distribution Pilot Program by first offering a Baby Welcome Wagon home visit. This strategy resulted in a significant increase in home visits, screening and services for perinatal mood and anxiety disorders, enrollment in food security programs, and overall participation. Amador Quality for Kids (Q4K), a program focused on ensuring early care and education providers have the support needed to increase quality of care, has engaged more than 70 percent of licensed family child care homes and 92 percent of licensed centers in the county. Support for these providers during the pandemic included distribution of First 5 California and Resource and Referral supplies as well as early learning material and incentives for those who cared for essential workers' children. Q4K participants continue to provide feedback regarding the impact of the support offered during this community crisis. In an effort to decrease isolation brought on by the pandemic and continue to provide early learning opportunities, Toddler Playgroups, Family Resource Center School Readiness Programs, and Dad and Me events were reconfigured to accommodate Covid-19 restrictions by delivering services to families utilizing curbside events and home deliveries. Clinical support for children and their caregivers continues to be offered virtually in an effort to reduce stress and anxiety brought on by the pandemic.



Butte

First 5 Butte County Children and Families Commission was delighted to launch Help Me Grow Butte this past year. The multi-agency collaborative engaged Butte County Office of Education, Butte 211, and Northern Valley Catholic Social Services. Fortunately, the program was launched prior to the Covid-19 shelter-in-place orders, and guickly became a critical point of support for families who were contacting Butte 211 in search of resources. Through Facebook outreach, text messaging campaign and virtual trainings with medical providers, the program has grown steadily in its ability to support healthcare providers, early learning and care providers and families, in a collective effort to support the developmental needs of young children. Between March and June, Help Me Grow Butte interacted with 43 families, completed 39 screenings, and initiated 13 referrals. Nearly 80 percent of families reported Help Me Grow Butte successfully met their needs. First 5 Butte County is incredibly fortunate to have Dr. Lourdes Valdez as a commissioner and pediatrician champion for *Help Me* Grow Butte. Dr. Valdez's leadership, advocacy, and gentle persuasion has proven invaluable to bringing the project to fruition as well as encouraging the pediatric community to engage with this important initiative.

Calaveras

First 5 Calaveras County continues to enhance the lives of the community's youngest children through partnerships and strategic funding that support families in raising healthy children ages 0 to 5. The most significant accomplishment of the year was the coordinated and creative response to the needs of children and families during the COVID-19 pandemic. With generous supply contributions from First 5 California, our local commission collaborated successfully with the Resource and Referral Agency to distribute much needed supplies to 29 early learning sites that remained open to serve essential workers. IMPACT funds were used to provide emergency stipends to the early childhood education providers as well. Partnering with Calaveras Mariposa Community Action Agency, diapers, wipes, and children's books were distributed to community families. In addition, 334 family engagement activity kits and over 1,200 children's books were strategically distributed across the most remote areas of the county through Little Free Libraries. Programs funded by First 5 Calaveras responded without hesitation to create innovative ways to ensure that services were extended to support 0 to 5 families community wide as well as the early learning sites they regularly serve. Thoughtful and intentional programming flexibility consisted of home visiting being conducted virtually, creating children's safety videos for providers to share with families, developing private Facebook pages for families to have access to hands-on activities and resources, delivering home



gardening supplies to 0 to 5 families, and distributing early literacy activity packets to FCCHs and library consumers with no disruption of advocacy and support for foster children through CASA of Calaveras. Four YouTube nutrition lessons were created and received over 7,900 views collectively. Through the long- standing partnership with Behavioral Health: MHSA funding, virtual support to educators, caregivers, and professionals was provided with multiple trainings and Zoom-based Grandparent Groups.

Colusa

Through its investments, the mission of First 5 Colusa County Children and Families Commission is to enhance the lives of all children ages 0 to 5 and their families through a county-wide, comprehensive, integrated system of early childhood development.

During Fiscal Year 2019–20, First 5 Colusa invested nearly \$572,000 in programs and services, benefiting children ages 0 to 5 and their families. Family Resource Centers (FRCs), as well as programs and/or services offered through the FRCs, equated to the largest investment of Commission funding. FRCs served as a central hub of services, offering various parent education classes, provisions of basic needs, application assistance, translation, and school readiness services. The FRCs were instrumental in ensuring the basic needs of families and children ages 0 to 5 were met, which was a critical factor in school readiness and child outcomes.

As with most agencies throughout California and the Nation, this fiscal year proved to be the Commission's most challenging yet. With the onset of the COVID-19 pandemic, the Commission shifted its focus to ensure families received services to meet the needs of the ever-changing environment around them. In-person programming that was deemed non-essential halted as the Commission shifted its focus and resources on the overall health and safety of the community. Some of the services provided during the pandemic included the following:

- Mass distribution of personal protective equipment (PPE) provisions for families.
- COVID-19 Essential Services Operation Stipends for programs serving children ages 0 to 5 during the shelter in place mandate.
- Mass distribution of child development kits for families.
- Delivered kits of PPE provisions, as well as essential supplies to child care centers and family child care providers that remained open during the shelter in place.
- Increased basic emergency provision services at the FRCs through county-wide partnerships with the Board of Supervisors, Public Health, Department of Health and Human Services, and local non-profit agencies.

This fiscal year also allowed the Commission the opportunity to evaluate their existing operation of programming to ensure they are utilizing resources effectively. Administrative staff has worked diligently to create a plan for implementation of services that can be accessed through a virtual format, without compromising the integrity of the program and/or service. As the Commission embarks on an uncertain 2020–21 fiscal year, they are confident they will always keep the needs of the families they serve at the forefront of their work.

Contra Costa

First 5 Contra Costa County began planning Ready Kids East County. In partnership with the Dean and Margaret Lesher Foundation, this program is a collective action initiative that aims to address the root causes underpinning the opportunity gap for Black and African American children when it comes to being ready for kindergarten. First 5 Contra Costa serves as the backbone agency, defining the short- and long-term outcomes in the initiative. The agency established a Parent Advisory Group and Design Team consisting of parents, First 5 Contra Costa staff, and community partners. The Design Team will facilitate and plan the parent cafes, a component of the initiative that create spaces for Black and African American parents, to connect and discuss school readiness. Following the shelter-in-place order, First 5 Contra Costa conducted a COVID-19 survey to assess the state of mental health and financial standing of the families with young children in the county (http://www.first5coco.org/wp-content/ uploads/2020/09/F5-ContraCosta-Covid19-Brief-PrinterFriendly.pdf). Over 400 families responded, providing critical information about their children's needs and concerns. First 5 Contra Costa has met these needs with swift efforts to supply aid to over 4,000 families with diapers, wipes, and PPE supplies from First 5 California. In partnership with Healthy and Active Before 5 and Community Financial Resources, First 5 Contra Costa

with swift efforts to supply aid to over 4,000 families with diapers, wipes, and PPE supplies from First 5 California. In partnership with Healthy and Active Before 5 and Community Financial Resources, First 5 Contra Costa made it possible for Regional Group families suffering from financial hardship to access cash assistance funds from philanthropic partners, and our partners are adapting and connecting with families virtually. First 5 Contra Costa Centers rolled out an evidenced-based online, distancelearning program known as "Ready Rosie," which seeks to increase family engagement via live videos and text messages. *Help Me Grow* hosted the first Virtual Café of its kind, in which guest speaker Jamie Nunez from Common Sense Media gave a presentation on Distance Learning Strategies and Tools for Early Childhood Providers.

Del Norte

It is hard to look back at this year without seeing COVID-19 as the primary event affecting First 5 Del Norte County's work. It may be overused, but "unprecedented" is the right word to describe the last quarter of the Fiscal Year 2019–20. Never before has the entire county experienced a community-wide trauma of this length and magnitude, shutting schools and businesses with only a few hours' notice in mid-March.

Fortunately, First 5 Del Norte's work over the past two years put it in a good position to continue to support families even while unable be physically with them. Two of First 5 Del Norte's key programs require no face-toface connection to families: Dolly Parton's *Imagination* Library and Ready4K parent support/engagement texts. Over 600 children ages 0 to 5, approximately 40 percent of the county's total under-5 population, is enrolled in the Imagination Library. Children receive a free, high-quality book every month mailed to their home. The localized Ready4K texting program sends three texts a week to help parents support their child's learning and development, as well as supporting parental mental wellness. A few weeks after schools closed, Del Norte's countywide district enrolled all pre-K through 4th grade students in , giving parents a much-needed tool to support at-home learning. These two programs reach families where they are; in 2020, that meant First 5 Del Norte reached families at home.

First 5 Del Norte has also worked to support child care providers during the pandemic. It provided crisis care stipends to providers who continued to serve families throughout the spring and early summer. In partnership with First 5 California, First 5 Del Norte also distributed diapers, PPE, and cleaning supplies to home daycare providers and families through drive-through events. It distributed diapers and wipes, books, crayons and coloring pages, COVID resources, and so much more. Families needed First 5 Del Norte this year like never before. It was able to pivot quickly to serve new and everchanging family needs.

El Dorado

The First 5 El Dorado County Children and Families Commission has always taken a regional approach to planning and service delivery, recognizing that different areas in El Dorado County have unique resources and needs. Within this framework, the Commission has identified Community Hubs as a key strategy within its 2016–21 strategic plan. In partnership with county agencies and community-based partners, First 5 El Dorado has leveraged resources to support a variety of services through five Community Hubs. During Fiscal Year 2019–20, 5,243 (duplicated across programs) individuals were provided with First 5 funded Community Hub services. The COVID-19 pandemic created increased hardships on families everywhere. In mid-March 2020, Hub services ceased to be offered in person. Community Hubs mobilized to meet the needs of the communities they served. Hub service partners shifted to virtual service delivery where possible, hosting Zoom playgroups and Storytime via Facebook live. Service providers reached out to families to connect and respond to meet basic needs requests. Hub providers partnered with other community service providers to host drive-by diaper giveaways, food distributions, and offer activity packet for families. Some of the feedback received by families who were served during the pandemic included statements of gratitude, such as:

- "The Hub staff came by our house and dropped off a bag of art supplies, and my kids just loved it. We did the diaper drive too, just to see familiar faces."
- "Zoom meetings have continued to create regulation for my child. My daughter enjoys the families faces."
- "Hub staff helped me with my unemployment. I applied in March, but it never came through. Hub staff sat with me for 2.5 hours, and we refiled. I got my unemployment the following month, and that was huge for me. If it wasn't for Hub staff, I wouldn't have gotten it. It has been a major help during this time that I don't have a job."

Fresno

At First 5 Fresno County, we believe that families and communities are the ultimate experts on their needs, and so we prioritize sustainable, innovative solutions that leverage local strengths and resources. The following are examples of the investments in community-based initiatives in both rural and urban Fresno County.

- To address barriers families with young children face accessing services in rural communities, First 5 Fresno County partnered with Centro la Familia Advocacy Services and United Way of Fresno and Madera Counties to improve the coordination of existing cross-sector services in the communities of Huron and Mendota. As a result, community partners developed a community resource guide; enhanced the resource database to be more inclusive of rural services; and piloted ongoing collaborative meetings inclusive of families, service providers, and stakeholders to raise awareness of local services and increase community engagement and alignment of similar organizations.
- As part of an ongoing commitment to tackle the high rates of infant mortality among the African American community in Fresno County, First 5 Fresno County joined a collaborative including West Fresno Family Resources Center, the County of Fresno's Department of Public Health, UCSF San Francisco's Preterm Birth Initiative, and March of Dimes to create a local version of the national Best Babies Zone Initiative (BBZ) called Fresno GROWS (Growing Real Opportunities in West Fresno). Fresno GROWS aims to reduce racial inequities in infant mortality and birth outcomes by mobilizing community residents and organizations to address the social, structural, and economic determinants of health and promote racial equity. Since being selected by the National Organization of Urban Maternal and Child Health Leaders to be part of the BBZ Cohort 4, West Fresno Family Resources Center has convened an African American Leadership Team to build a movement of activated citizens, focusing on the 93706 zip code in Southwest Fresno.

Glenn

First 5 Glenn County Children and Families Commission invests in a variety of services under the umbrella of its *Little Learners* program. These services support children prenatal through age five and their families. The *Little Learners* program provides universal access to preventative and supportive services designed to increase the skills of parents and increase healthy social interaction of families. The program has multiple service components, including parenting instruction, supervised visitation, playgroups, case management for families with complex needs, developmental assessments using the Deveraux Early Childhood Assessment (DECA), and referrals to community resources. In Fiscal Year 2019–20, *Little Learners* achieved the following:

- Parenting Instruction: 27 primary caregivers received parenting instruction, which had benefits for the 36 children of those caregivers.
- Parenting Inventories: 44 primary caregivers received an Adult Adolescent Parenting Inventory at program intake, which measures attitudes and beliefs about parenting and assesses parental knowledge of child development and appropriate expectations. Responses to the inventory provide an index of risk of behaviors known to be attributable to child abuse and neglect.
- Playgroups: 37 children attended playgroups with their primary caregivers.
- Developmental Assessments: 17 children received developmental assessments at program intake, most of which were identified as within the typical range of development.



• Referrals to Community Resources: 10 referrals to community services were provided, the majority of which were to early childhood education providers.

First 5 Glenn County's *Little Learners* program is providing critical supports for families most at risk for child maltreatment.

Humboldt

In Fiscal Year 2019–20, First 5 Humboldt County received funds from the Humboldt County's ACEs Collaborative Partnership (ACP) and the Vesper Foundation for projects to address/prevent Adverse Childhood Experiences (ACEs) and build resilience among local young children and their families. Projects included:

- First 5 Humboldt ACEs/Resilience Speakers Bureau: Qualified presenters with endorsements in Infant Family and Early Childhood Mental Health (IFECMH) and/or trained by the international Child Trauma Academy, were matched with service organizations requesting training based on their needs. Eight ACEs/Resilience training presentations were provided to seven different organizations during the fiscal year, with a total of 229 service providers receiving high-quality training in ACEs and community resilience.
- Expansion of Early Childhood Mental Health Support: Two part-time IFECMH Specialists (Specialists) provided support to outlying First 5 Humboldt Playgroups. One also supported bilingual First 5 Humboldt Playgroups. ACP also partially funds two Specialists working under the Humboldt County Office of Education Partnership. At *Playgroup*, specialists answer questions parents have about their child's development/behavior, conduct informal screenings, provide resource and referral help, and conduct temperament assessments at the request of parents. For additional information, see the Evaluation Narrative.
- ACP Grants to Community Organizations: First 5 Humboldt partnered with Humboldt County Department of Health and Human Services to coordinate selection of 11 grantees. Grants included parenting classes, professional development trainings, and provision of supplies to community members involved in traumainformed activities. First 5 Humboldt coordinated project evaluations.
- Community Resilience Model (CRM) Training: A two-day online CRM training was offered through the Trauma Resource Institute, attended by 23 individuals from 17 agencies. Twelve participants from 10 agencies continued with the three-day online CRM Teacher Training



Imperial

Through strategies and partnerships, First 5 Imperial County funded programs designed to support the development and well-being of children. Services ranged from asthma care/education to early literacy and support for children with special needs. The Commission recognizes the impact that a sound home visitation program can have on families, particularly this year, as the COVID-19 pandemic and social unrest has affected everyone. In partnership with the Regional Occupational Program and Quality Start Imperial, the Commission funded Project NENES, a program designed to engage parents and Family, Friends, and Neighbors (FFN) providers through a 30week home visitation model, incorporating developmental screening services into the model. Certified Home Visitors utilized the Home Instruction for Parents of Preschool Youngsters (HIPPY) curriculum, on a weekly basis for with enrolled primary caregivers. HIPPY is one of just a handful of evidence-based home visiting models with research demonstrating meaningful outcomes. With paraprofessional support intended to build confidence and help prepare children for success by teaching the primary caregiver to be the child's first teacher, Project NENES targeted 75 children and parents/FFN providers where all completed 30 weeks of home instruction, and participated in screening activities using the Ages and Stages Questionnaire. Subsequent to the COVID-19 pandemic, Project NENES was guick to act, and moved to ensure that parents were engaged through social media, and effectively used video conferencing to complete lessons; and participate in a drive-by graduation ceremony. As a result, parents/caregivers are spending more time reading with children; are engaged in teaching letters, numbers, and words; showed an increase in spending time in the library;

and demonstrated a desire to continue involvement in their children's education. Furthermore, children scoring below their developmental cutoff were reassessed and referred for additional services.

Inyo

First 5 Inyo County continued to focus on strengthening families and ensuring children are healthy.

- Triple P Positive Parenting was implemented in Levels

 Through 5. In Level 1, the second annual Positive
 Parenting Awareness month was held in January, with 8
 agencies, 77 caregivers, and 233 children participating in
 the county proclamation, classes and workshops, and the
 super-star activity. First 5 Inyo offered Level 2 Seminars,
 Level 3 Primary, Level 4 Group, and Level 5 Pathways to
 81 caregivers in the community and county jail setting.
 The Triple P Inyo Network focused on telling the story of
 Triple P activities countywide and trained 8 practitioners
 in Level 5 Family Transitions.
- The highlight of the Perinatal Taskforce was the completion of a *Maternal Mental Health* matrix, including a resource packet for mothers and a screening and care pathways for perinatal mood and anxiety disorders. This was an effort to reduce stigma and increase access to mental health services for mothers. Additionally, the Perinatal Taskforce brought the Postpartum Support International two-day training Perinatal Mood Disorders.
 Components of Care Curriculum to 34 local providers.
- Lastly, First 5 Inyo shifted gears to respond to the COVID pandemic in March. Its Diaper Depot continued to be open, utilizing a contactless pick up system helping the families of 25 children access diapers and wipes during the stay-at-home order. The Commission opened a new community grant to address the impact extraordinary costs of providing services during the pandemic. Funding was awarded to three local preschools to support child development and social-emotional learning. First 5 Inyo trained partners in utilizing online developmental screenings through the ASQ Online database.
- Finally, First 5 Inyo launched a local home visiting program aiming to increase caregivers' knowledge of early child development, decrease incidents of child abuse and neglect, and connect families to supports and resources in the community.

Kern

First 5 Kern County strives to promote and accomplish its vision statement that "all Kern County children will be born into and thrive in supportive, safe, loving homes and neighborhoods and will enter school healthy and ready to learn." In Fiscal Year 2019–20, First 5 Kern funded 43 programs across three focus areas in Health and Wellness, Parent Education and Support Services, and Early Childcare and Education, including the Improve and Maximize Programs So All Children Thrive (IMPACT) program. The funded programs provided valuable services to 16,064 children and 16,187 primary caregivers. With a continued commitment of systems change efforts, First 5 Kern continued to support the Kern Behavioral Health and Recovery Services partnership to expand the Help Me Grow – Kern County program by educating partners and the community of early detection benefits. A total of 183 children received either the Ages and Stages Questionnaire-3 and/or the Ages and Stages Questionnaire: Social Emotional-2 developmental screening. The COVID pandemic proved to be an interruption of many activities and trainings. Still, through its Resilient Kern coalition, First 5 Kern was able to mobilize its Trauma-Informed Care efforts to address the stressors that providers had experienced or would continue to experience until quarantine efforts were lifted. The training provided an opportunity for self-care and helped all to understand the stresses and difficulties families and children experienced.

Kings

During this past fiscal year, the following are some of the most significant accomplishments of First 5 Kings County:

 The UCP Parent & Me and Special Needs programs served a combined total of 328 children who were at risk for developmental delays, filling a critical gap in early childhood systems of care. Parent & Me programs also screened 135 unduplicated children for developmental delays in Fiscal Year 2019–20, and served 21 special needs children in inclusion classrooms where they were able to benefit from interactions with typically developing children.




- Although services were limited due to school closures, school readiness programs were implemented at 15 public elementary schools and provided kindergarten transition services across 55 classrooms, reaching a potential pool of 1,206 enrolled kindergarten children. The project also distributed 1,216 backpacks with school supplies.
- Family Resource Centers (FRC) reached 1,407 children and 1,196 unduplicated parents or caregivers, offering an array of health, education, childcare, and family support services in both virtual and in-person settings. FRCs have successfully maintained collaborative relationships with providers in the community to offer coordinated services.
- The Kings County United Way used First 5 funds to engage in direct outreach to the Spanish-speaking community and to expand Spanish language resources to help close gaps in service access for families most at risk for health or educational disparities.
- Kings County Cares About Quality (KCCAQ) staff enrolled 57 active agencies, including 80 center-based sites, FCCH or FFN childcare programs, or alternative learning sites, and 170 classrooms or ECE sessions. KCCAQ continued to progress toward full implementation of the QRIS rating system to assess program quality and to inform implementation of workforce development activities. Twenty ECE programs to date have participated in at least two or more QRIS ratings, and half of those that did not achieve the highest standard of quality at an initial assessment have now demonstrated measurable improvements in program quality over time.

Lake

Fiscal Year 2019–20 marked the initiation of a new program funded by First 5 Lake County at Sutter Lakeside Hospital,

wherein expectant parents who attend a Safe Sleep class can receive support from a Family Resource Navigator (FRN) throughout the first year of their baby's life. This effort is intended to ensure the earliest possible connection to resources for all families who need support. In the first year of the program, 65 families received personalized support from the FRN including referrals to local community resources and a warm hand-off. In addition:

- First 5 Lake leveraged funding in 2019–20 and secured a Title IV-E grant that enabled staff to facilitate and/ or organize 98 hours of training for 36 agencies with a total of 209 service providers. Training topics included: "Child Sexual Abuse Prevention," "Nurturing Parenting in Substance Abuse," "Treatment and Recovery," and "Listening to Children's Fears: COVID-19 as an Aid to Empathy," with Dr. Alicia Lieberman.
- First 5 Lake staff created a "State of Our Children" advocacy website (www.stateofourchildren.org) and collaborated with multiple community partners to present data on local child outcomes to the Lake County Board of Supervisors, city councils, and superintendents of local school districts. The intent of the collaborative group was to hold town halls in each county district in 2020 to further engage the community in conversation around the data about concerning child outcomes, but those efforts have been put on hold due to the COVID-19 public health restrictions.
- In March, First 5 Lake staff and its grantees pivoted to meet changing community needs caused by COVID-19.
 First 5 Lake quickly organized a Kids Press Conference with the County Sheriff, Superintendent of Schools, a public health nurse, and a local PreK teacher who answered local children's questions presented by a kid reporter. The First 5 Lake Executive Director also served

as a liaison between the County Public Health Officer and local child care providers to ensure communication flowed efficiently.

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 Fiscal Year 2019–20, First 5 Lassen 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 52 families, many of which are high-risk, were provided with intensive home visiting services.
- A total of 1,141 home visits were conducted by home visitors in which the bulk of services provided centered on supporting the family's basic needs.
- Due to the precautionary steps taken to prevent the spread of COVID-19, home visits had to transfer quickly to a virtual setting. Various platforms were used such as, Facebook, Messenger, texting, and phone calls. When families were in need of supplies and developmental activity kits, they were delivered and left on their doorsteps to maintain safety protocol during the pandemic.
- To further support Lassen County, First 5 California provided diapers, wipes, masks, books, and disinfectant to First 5 Lassen to help child care providers and community members. This, with some additional supplies provided by First 5 Lassen, enabled First 5 Lassen to increase communication and collaboration with local partners and resulted in helping 9 child care providers who serve 143 children.

In addition to these efforts, First 5 Lassen applied for the Home Visiting Coordination Funding opportunity which was made possible by First 5 California. With the increased communication and collaboration with local partners resulted from COVID-19, this funding opportunity will likely succeed and result in families with children being better served, thus increasing the outcome that children will be ready to learn by the time they start kindergarten.

Los Angeles

First 5 Los Angeles had more than 100 service accomplishments during Fiscal Year 2019–20. First 5 Los Angeles' funding of *First Connections at Eisner Health*, for example, helped a mother and her two-year-old son; the mother had expressed concern at her previous clinic that her young son was experiencing a delay in his speaking. However, when that provider failed to screen her son, she switched to Eisner Health. During the young patient's first encounter at Eisner's Pediatric Department, he was given an Ages and Stages Questionnaire, and the results confirmed the mother's concerns. Eisner was able to identify the boy's needs and referred him to the TLC Bridge Program with the First 5 Los Angeles Grant and to South Central Los Angeles Regional Center. The mother reported that her son would act out and have tantrums because he was unable to express his wants or needs. After treatment, his behavior not only improved with his parents, but also with his siblings. Once the young boy aged-out of the regional center system, the TLC Bridge Program assisted the transition of the patient to the Los Angeles Unified School District system to develop an Individualized Education Program and obtain ongoing speech therapy services.

Another success story comes from First 5 Los Angeles' Regional Support Networks, specifically Region 2. Concerned the COVID-19 pandemic would further exacerbate food insecurity in South Los Angeles and Compton, First 5 Los Angeles Region 2 Best Start Communities, Community Health Councils, and Sustainable Economic Enterprises of Los Angeles entered a partnership to establish the Farm Box Grab & Go program to distribute over 17,000 farm boxes to residents. The 10-week program was 100 percent community-led. Dozens of volunteers and community-based organizations across the region joined to safely distribute thousands of farm boxes, which provided a week's worth of fresh, locally grown produce and eggs for a family of four. This work is an example of how activating a nurtured network can connect families with critical food and other resources to help them thrive in a time of crisis.



Madera

First 5 Madera County was not immune to the direct impact on service delivery as a result of COVID-19. However, First 5 Madera County remained committed to providing effective and necessary early childhood education support resources.

The Family Resource Centers are at the core of the service delivery system. First 5 Madera County strategized innovative service-delivery methods to assist families and minimize the loss of support services and resources available. Utilizing social media, children's activities and videos modeling implementation of activities were uploaded weekly. In lieu of in-person parenting workshops, virtual parenting classes were made available twice weekly to families. Further, staff developed comprehensive themed activities around four popular children's books. These were distributed as "Take & Make Kits." The kits included all the lesson plans and materials to complete the activities. Families were provided opportunities to participate in a social media video challenge designed to encourage parents to share videos of their children completing First 5 activities. Gift cards were distributed to participating parents. Additionally, in an effort to meet the needs of struggling families in the community, an Emergency COVID Relief Fund was released. Funds were used to purchase grocery gift cards for families in the community. Specific high-risk populations, such as foster youth, were among the recipients of the grocery gift cards. First 5 Madera County distributed a survey to the community requesting feedback for methods of distribution to minimize barriers for families. A total of eight gift card and "Take & Make Kits" distribution events were held across different geographic locations within the County of Madera.

Finally, First 5 Madera County also redirected its available IMPACT grant funds toward the distribution of over 2,000 infant, toddler, and preschool backpacks filled with educational resources to support learning in the home.

Marin

The Learning Bus – Formerly known as the FLAGship, the Learning Bus is a mobile library, preschool and community resource center all in one. Operated by the Marin County Free Library, the bus travels around the county with a calendar of regular stops, providing school readiness activities to children who aren't in preschool and those in rural and remote areas. Children enjoy bilingual storytimes, educational songs, literacy and numeracy work, as well as art and small motor skill activities. Parents (or grandparents or caregivers) are asked to attend and participate, and in doing so they learn how to continue the learning fun at home. When COVID-19 closures required the Learning Bus to put travel on hold, staff worked hard to connect with the community in other ways. They called families who had been regular participants, created Zoom meetings, offered virtual storytimes, and provided "Little Learners" Kits (Kits "Pequeños Aprendizes") with bilingual, play-based learning supplies, projects, toys and new books. The Kits also contains a guide to help parents understand and facilitate learning at home.

The Learning Bus serves approximately 600 children and their families annually. First 5 Marin County has provided funding for the Learning Bus since 2001. At an average of approximately \$50,000 per year, we have proud to have invested about a million dollars in this project.

North Marin Community Services – In weekly developmental playgroups at North Marin Community Services, young children are improving their school readiness and their families are learning how to support them at home and how to access local resources. In addition to the playgroup, families may also access rental assistance, subsidized child care, the food pantry, *promotores (health educator)* support or counseling. The playgroups teach, serve and support about 150 children and their families.

With challenges during COVID, all eligible families have been successfully connected to rental assistance, P-EBT (pandemic food benefits), DRAI (disaster relief assistance for immigrants), and other resources vital to meeting their basic needs. First 5 Marin is proud to have supported their developmental playgroup since 2005.

Kindergarten Student Entrance Profile (KSEP) – The Marin County Office of Education has been promoting the use of a shared kindergarten entrance screening tool among the County's 19 school districts, and working to increase the number of teachers using it. In 2019–20, about 44 percent of the kindergarten population was screened using the KSEP tool. Four of the 11 participating districts had 100% participation, and 12 additional teachers began using the tool for the first time.

In 2019, KSEP screening happened during the first four weeks of the school year. The program continued with new teacher orientation, an in-person debrief meeting, and a feedback survey.

A key finding among those students screened using the KSEP tool is that students demonstrated more strengths in cognitive items rather than non-cognitive ones (i.e. the "soft skills"); this may have an important influence on approaches to teaching.

First 5 Marin has provided funding for this project since 2017, and future students, teachers and administrators will benefit from what we are learning.

Mariposa

During Fiscal Year 2019–20, one of the most significant accomplishments of First 5 Mariposa County was the School Readiness Program, funded for \$196,114. The School Readiness Program serves two preschools (Catheys Valley and Lake Don Pedro) located in Mariposa County. Both 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, Technology and Math (STEM curriculum). This program is free of charge to the children in Mariposa County. Another funded program that was highly successful was the instructional aide hired to work in the Mariposa Elementary School Transitional Kindergarten.

Mendocino

Fiscal Year 2019-20 was fraught with challenges and rapid changes as the world shut down due to COVID-19 in March. Despite these challenges, First 5 Mendocino County continued to serve the community and shed light on the needs and disparities of the county. First 5 Mendocino funded contracts to support eight Family Resource Centers (FRC) for capacity building in the areas of *Triple P*, diaper access, information and referrals, and overall community engagement. Additionally, incentives were given to each FRC for trainings that focused on the importance of engagement of parents. In March, FRCs pivoted their work to providing resources to families in need through *Resiliency To-go bags*.



First 5 Mendocino continued to offer *Triple P* groups throughout the county in collaboration with multiple county and partnering agencies. Additionally, the State of California and County of Mendocino unanimously recognized January as Positive Parenting Awareness Month. After the state shut down, the *Triple P* team quickly pivoted to providing virtual groups.

In November, First 5 Mendocino held its second annual "State of the Child," focusing on the "Importance of Early Learning" with First 5 Mendocino celebrating *Imagination Library's* 10-year anniversary in Mendocino County. Keynote speaker Dr. Pat Levitt presented on the impacts of adversity on the development of children's brains, and emphasized how everyone plays a part in a child's early learning. This year's Child Champion Award went to Patricia Thygesen, a staple in early childhood development in Mendocino County for nearly 40 years.

Prior to the state shutting down, First 5 county commissions all over the state were in discussion with local policymakers about the importance of child care. As the state was forced to close, the need to support child care providers became more apparent in order to support the infrastructure of the working world. With the generosity of First 5 California and local partners, First 5 Mendocino was able to provide local child care providers with the necessary supplies to remain open or reopen with the new regulations.

Merced

First 5 Merced County finished the final year of its strategic plan in Fiscal Year 2019–20, and engaged in a strategic planning process to develop a new plan that began in Fiscal Year 2020–21. Over the last Fiscal Year, First 5 Merced County spent approximately \$1.9 million to support services for more than 10,000 children, caregivers, and providers to build and enhance the 5 protective factors that promote optimal development, and enhance the system of effective family support/strengthening programs. The funded family-strengthening direct services include parent classes and support, intensive family screening, home visiting, mental health services, cultural connection for families, and in-school services. Further, First 5 Merced County supported innovative, guality systems-level interventions for family support that result in long-term change to an organization's culture, professional norms, policies, or procedures, or increase systems efficiencies that impact young children and their families.

Parents and caregivers who participated in funded programs more frequently used resources in the community, got connected to services, and strengthened their support networks. Parents and caregivers reported improvements in their parenting knowledge and skills. Most parents reported seeing improvements in their relationships with their children. Parents were better able to manage hardships in their families and personal lives, along with their children's behaviors.

Parents stepped into leadership positions and discovered their voice to express their opinions and thoughts. Parents who previously had not considered themselves as leaders became parent mentors, took on paid and unpaid roles in leading programs, and became more comfortable speaking up and sharing their experiences with others. Both parents and youth consistently volunteered with programs, developing and leading community-centered programming.

Modoc

In Fiscal Year 2019–20, First 5 Modoc County completed its Fiscal Year 20–25 strategic plan focusing on systems change. To enact systems-change efforts, the First 5 Modoc Early Learning & Resource HUB was created. The HUB provides a whole child, family-centered model for resources and services connection for families. The HUB positions First 5 Modoc to work collaboratively across sectors to identify and assist agencies with sustainability and equity. During the year, 279 hours of trauma-informed training were provided to key partners and community leaders. Despite the COVID-19 emergency, First 5 Modoc helped with relief efforts by providing access to essential supplies, leveraging funding and partnerships, and offering enrichment activities. Additionally, eight key program investments helped support the overall well-being and development of children and their families. These programs



served 350 children, 259 primary caregivers, and include the following achievements:

- The *Tulelake/Newell FRC* strengthened families by promoting self-sufficiency through service coordination, case management, playgroups, benefit access, and parenting classes.
- The *Early Mental Health Services* provided intensive family support through home-based psychotherapy and increased mental health access to families before schoolage entry.
- The *Dollywood Imagination Library* provided monthly age-appropriate books at no cost to participating families; 1,900 books were distributed directly to families.
- The Budding Tree School Readiness Preschool and Surprise Valley Child Development Center provided highquality early education and care environments to those not eligible for subsidized programs.
- The *Prenatal Incentives* program helped participants achieve prenatal health goals to increase positive child and maternal health, with 84 percent enrolling in home visiting. The vision screening program provided children with comprehensive vision screening through a coordinated referral service delivery model.
- *Healthy Beginnings* provided home visiting service to 37 families that were designed for 15.

Mono

The year began much like previous years for First 5 Mono County; home visiting, playgroups, and child care quality support were the largest and most successful programs. Partnerships continued to strengthen, as illustrated below.

A partnership was formed between the county and a school district to operate two preschools with the following funding sources: Federal Community Development Block Grant funding; the Department of Social Services additional home visiting funds with CalWORKS Home Visiting and Child Abuse Prevention Intervention and Treatment funds; and the Behavioral Health Department funding for playgroups with Proposition 63 funds. Partnerships flourished with the county deepened with a general fund commitment enabling Home Visiting to become evidencebased rather than evidence-informed. Partnerships flourished with child care and education providers who participated in the local Childcare Quality System at a rate of 76 percent of licensed sites. Partnerships strengthened with families who enrolled in home visiting, played at playgroups, and read books from First Book and Raising a Reader.

COVID-19 hit Mono County hard, with the highest rate of infection in the state in the first months due to high numbers of visitors enjoying skiing and outdoor activities in the tourism-based economy. Then came the shutdown. Every child care facility in the county closed. Job loss was severe as service-sector employees had no work with the closure of ski resorts, hotels, and restaurants. New partnerships emerged with the local DeChambeau Creek Foundation and individuals seeking to help families in need. These funds were distributed to families in home visiting for groceries, diapers, utilities, and rent. First 5 California sent Personal Protective Equipment and diapers for child care providers, support that enabled some to begin to reopen. Home Visitors and Playgroup Leaders guickly switched to a virtual format. Kindergarten Round Up also pivoted to a drive-by event serving 60 percent of the incoming kindergarten children. First 5 staff served providers, families, and children exceptionally through many challenges.

Monterey

In October 2019, First 5 Monterey County staff had the opportunity to share policies across the nation through presentations and outreach. At the Zero to Three National Conference, early childhood colleagues from all over the nation were able to learn about specific policies at a poster presentation. At the California League of Cities Annual Conference, First 5 Monterey staff conducted a presentation with the City of Gonzales and County of Monterey staff. The presentation was based on a report outlining the incorporation of early childhood policies in local governments' general plans. In Monterey County, the cities of Gonzales, Salinas, and Seaside are among the communities that have incorporated early childhood policy recommendations. First 5 Monterey staff and partners were granted several awards as recognition of their work in Monterey County. First 5 Monterey's Senior Programs Manager, Oscar Flores, received the Safety and Peace Award from the City of Salinas' Community Alliance for Safety and Peace for his work in partnership with the county Department of Social Service. The award recognized the work and role that home visiting plays as part of a violencereduction strategy for prevention. The Transportation Agency for Monterey County also recognized First 5 Monterey with the Transportation Excellence Award for co-creation and implementation of the MY Town Pop-up *Museum* as part of First 5 Monterey's 20th anniversary with MY Museum and the Steinbeck Center. Regarding First 5 Monterey's response to the COVID-19 pandemic, a coalition of early childhood champions is providing coordinated support and solutions for emergency care and education, developing the first-ever countywide emergency response and recovery plan for the early childhood development system. This coalition is coordinated by

Bright Beginnings, and First 5 Monterey staff participates in several workgroups, including supporting mental health for early childhood educators and caregivers, and mobilizing emergency supplies.

Napa

In Fiscal Year 2019–20, First 5 Napa County continued investing in systems-level change through expanding the First 5 Napa Network (F5NN), a network of leaders committed to moving the needle on the most intractable problems facing Napa County's children 0 to 5 and their families. The second F5NN cohort – consisting of 18 crosssector leaders (35 F5NN leaders total) – was convened over an extended 10-month period (due to the COVID-19 pandemic) to build leadership skills, increase collaboration and connectivity, and utilize human-centered design and systems thinking strategies to identify and address challenges that face Napa County children 0 to 5 and their families.

In Fiscal Year 2019–20, one of the outcomes of the F5NN work was the formation of the *Rainbow Action Network* (*RAN*) – a group of LGBTQ and ally community members committed to making Napa County a welcoming and safe home for all LGBTQ families. RAN continued design work around the following identified needs for LGBTQ families:

- Increased visibility of support in the community and at schools
- Safety
- Opportunities to connect with other LGBTQ families and allies.

One of many RAN projects in Fiscal Year 2019–20 was the development and pilot of Rainbow Kits to provide guidance and materials to promote LGBTQ and gender inclusivity in early childhood education settings. The kits include LGBTQ inclusive picture books with bookmarks for facilitating discussion, LGBTQ inclusive toys, invitations for using the toys in the classroom, suggestions for inclusive teaching techniques, ideas for LGBTQ and gender-inclusive family nights, and policy recommendations that support and promote diversity and inclusion. The kits were piloted in a California State Preschool Program setting, a Family Child Care Home, and a private center. All three sites indicated they found the kits helpful in preventing and addressing bias, and that the children enjoyed and were engaged with the materials. In Fiscal Year 2020–21, the Rainbow Kits will be offered to all Quality Counts sites in Napa County.

Nevada

Despite facing challenges related to the COVID-19 pandemic, funded partners of First 5 Nevada joined



programs across the state in finding new and innovative ways to meet the needs of local families. Highlights include the following:

- The four Family Resource Centers (FRCs) served 814 caregivers and 985 children ages 0 to 5 years. The FRCs provided social emotional supports to families in the form of online playgroups and direct, one-on-one contact with families over the phone weekly. FRC staff provided concrete supports via food pantries (accessed over 1,350 times), clothing closets (accessed 1,183 times), and grocery cards (110 distributed). During the shelter-in-place, one advocate from the FRCs implemented a highly successful online parenting workshop using the *Nurturing Parenting* curriculum.
- The evidence-based home visiting program, *Healthy Babies*, continued to meet with families virtually, recognizing the increased need for social, emotional, and concrete support during this trying time. The Avanza program, which supports Latinx Early Education students, was able to transition from in-person meetings to online support.
- The First 5 Nevada Commission allocated emergency funds to sponsor child care slots for essential workers during the height of the pandemic, allowing over 20 families to access child care services in order to return to work.
- The two local Community Collaboratives continued to provide connection opportunities for non-profits who had the resources to serve families.
- Finally, the *School Readiness* program through the Tahoe Truckee Unified School District collaborated with

several local agencies, leveraging funds to put together developmentally appropriate book bags for 300 children ages 0 to 5. The bags included two bilingual books, scissors, paper, chalk, and other items to support parents in providing ongoing developmental support to their children. The program was able to distribute books two additional times, providing families with up to six new books for their home libraries.

Orange

In response to the COVID-19 pandemic, First 5 Orange County used its vast network to bolster support for child care facilities, frontline nonprofits, and providers addressing family homelessness. Measures ranged from procuring essential supplies and personal protective equipment for childcare centers, to providing additional funding to keep families safe and housed, to creating a resources webpage to assist families with young children.

First 5 Orange's *Engaged Neighborhoods* work focuses on closing opportunity gaps in communities through advocacy to improve the system of care for early childhood. The engagement effort includes outreach to school districts, city leadership, the business community, local nonprofits, and most importantly, residents in communities identified by our Early Development Index data as having the most opportunity for improved outcomes. The work looks different in each community, but the results are the same: To connect families on their journey, from prenatal through the start of school, to resources and supports that develop children who are ready for school and success. The ultimate goal is that communities work across sectors and prioritize early childhood, working to align resources, learn from parents, and focus on equity. By encouraging childhood systems of care to work together – and helping build new bridges to make it possible – First 5 Orange is creating a holistic, supportive infrastructure that will let families experience seamless connections to quality services. First 5 Orange is aligning multiple systems of care to create a potent, effective, and united advocate for Orange County's children and their families. For instance, First 5 Orange County's Pritzker Fellow gathered a wide array of community partners – many of whom had never before come together – to develop the You Are Not Alone flier for new parents and the Orange County Perinatal Mental Health Toolkit for medical providers.

Placer

First 5 Placer County's collaborative action work continued in 2020. A series of documents designed to lay out a plan for collaborative action, guide funded partners in planning their work, and allocating First 5 Placer funds were completed. These documents included a Collaborative Planning Guidance Document, Collaborative Action Plan, and a Funding Plan for the Collaborative Initiative. Staff is currently working with funded partners to develop program logic models, conduct program cost analyses, and draft scopes of work. As the collective action work proceeds, staff is ensuring each funded partner has an engagement strategy to reach First 5 Placer's priority populations; shared indicators are included across similar program areas; and activities match First 5 Placer strategies, priorities, and funding plan.

In response to emerging needs due to the COVID-19 pandemic, First 5 Placer and its funded partners explored opportunities to do their work differently. Early in 2020, the evaluation team implemented a survey to better understand the impact of COVID-19 on agencies, staff, and families. Challenges cited by funded partners included: virtual program facilitation; tracking data virtually; finding and referring families to high-quality, affordable child care; and having to temporarily cancel programs and services. At the same time, funded partners were flexible, responsive, and resilient. They held regular team meetings to ensure they were up to date on emerging issues, started emergency response funds to meet family's basic needs, and developed new and creative ways to provide services virtually.

Plumas

The First 5 Plumas County Children and Families Commission's primary strategy in realizing its vision and fulfilling its mission is through the support of home visiting services. Currently, the Commission funds four programs that provide home visiting services to families who have children ages 0 to 5. All programs utilize the *Strengthening* Families[™] Protective Factors framework to support and measure success.

Home visiting programs are reaching the target population and have consistently served families with the youngest children in Plumas County as evidenced by the fact that most children served are under one year old (44 percent of all children ages 0 to 5, served). Additionally, home visiting programs are serving a more racial and ethnically diverse population than the overall county population, with a pronounced reach within the American Indian/Alaskan Native population (which comprises 13 percent of the service population and only 2 percent of the total county population). Lastly, home visiting programs are serving most communities proportionately except for Chester (which makes up 21 percent of the total county population but only 6 percent of the home visiting service population).

Families are being strengthened. A total of 91 families received home visiting services, most of which were highly engaged as demonstrated by both the number of home visits (785) and the total number of services provided (5,114). Additionally, families report increases in each of the five protective factors after receiving home visiting services, with the most significant gains being made in the area that many families struggled with at program entry – concrete support in times of need. The other area of marked growth was in relationship to social connections.

Families are satisfied. Families surveyed indicated high levels of satisfaction with services and staff and agree that they received the assistance they needed. Additionally, a high percentage of families exited the program because goals and needs were met.

Riverside

First 5 Riverside County focused on leveraging resources through strategic partnerships to expand countywide access while also responding to increased levels of need. With the arrival of COVID-19, First 5 Riverside partners, both private and public, worked together to provide direct financial assistance and emergency supply kits to providers, including books and diaper kits for children and families. Supplies purchased locally and provided by First 5 California and the Riverside County Emergency Operations Center were distributed to families and early education providers with the help of staff from the county **Emergency Management Department, Family Resource** Centers, Community Action Partnership, Public Health, and the Riverside University Health System Foundation. The Commission's strategic plan details the intent to align with state-directed initiatives where possible. First 5 Riverside's use of expansion opportunities through CalWORKs funding

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greatly expands access; allows for a more seamless continuum of care for families; and creates a more integrated, coordinated home visiting system leveraging multiple funding streams. Maintaining relationships with families is key to ensuring families receive the economic, physical health, mental health, parenting, and family support services critical to their recovery from the impact of COVID-19. The Home Visiting Continuum of Care approach brings in new home visiting models to expand eligibility options to more effectively meet the diverse and unique needs of CalWORKs families by adding two new models that will serve more families. This provides an opportunity to ensure there is a continuum of care for CalWORKs families to maximize access to home visiting services by ensuring the diverse complexities of families are addressed across a two-year span. It also allows the possibility of families to graduate from one model and transition into another to better meet their needs.

Sacramento

First 5 Sacramento County funded a two-pronged evaluation on developmental screening processes and family engagement activities to gather formative data and make recommendations to First 5 Sacramento's nine partner school districts. The following presents information about key results:

- All nine School Readiness Coordinators participated in interviews that covered both developmental screeners and family engagement activities. School districts differ in when and how they administer developmental screeners. Twenty parents whose child had received a "flagged" developmental screener result participated in interviews about the screening process. Parents want a better explanation of the screening process, help to complete the screener, and to be given the results of their child's screening. As a result of the evaluation, a protocol was developed and distributed to all *School Readiness* coordinators to streamline and structure their developmental screener processes going forward.
- Regarding Family Engagement Activities, 8/9 districts offer 2+ family literacy categories of service. These include take-home reading programs, literacy programs and events, and parent workshops. All districts employ a variety of parenting education opportunities, and five of these districts organize classes in response to specific parent request. Three districts offer home visiting activities funded by First 5. Shared tips included sending the parent multiple reminder texts and holding staff trainings about how to set a positive tone during the visit. The most common transition orientation services were *Kinder Camp* and parent meetings to prepare for student transitions. Common challenges included having limited classroom space, translation needs, and finding a time

for parents to attend. All districts hold parent-teacher conferences. Shared tips included providing language support for non-English speaking parents and to follow up individually with parents who were unable to attend the conferences.

San Benito

In Fiscal Year 2019–20, First 5 San Benito County provided services and supports to children, families, and providers that addressed the four First 5 California result areas and responded to the effects that COVID-19 had on the community. While COVID-19 shut down many services in the state, First 5 San Benito quickly pivoted to offering virtual services and concrete support to families. For instance, between March and June 2020, a total of 255,749 meals, diapers, wipes, and activity kits were distributed by First 5 San Benito and its partners to address families' immediate needs and support Family Functioning in the community. In addition, families were referred to virtual home visiting and intensive case management services if they needed additional support. Over the course of the year, 33 families received case management services, and 29 caregivers attended parent education classes to strengthen their families and improve their parenting practices. Parents participating in these services demonstrated improvement in family functioning, knowledge of parenting and child development, feelings of social support, access to concrete supports, and the frequency with which they read with their child. To address Improved Child Development, First 5 San Benito offered professional development to 10 early childhood education providers, and 280 families participated in developmental play groups with their children. Child Health was addressed through the distribution of 20 new car seats, and 36 families received Parents as Teachers (PAT) home visiting services, all of whom said the PAT program helped them face parenting challenges. Finally, to contribute to Improved Systems of Care, First 5 San Benito facilitated a multisector collaborative of local leaders to integrate service systems in the county, advocated for policies that benefit young children and their families, collaborated with partners to leverage funding, and promoted the capacity of providers through professional development.

San Bernardino

Help Me Grow Inland Empire (HMGIE) is funded jointly by First 5 Riverside County and First 5 San Bernardino County, with Loma Linda University Children's Hospital serving as a sponsoring partner. Three-fourths of California's counties have a Help Me Grow program, and across the nation the program is active in 31 states and the District of Columbia. HMGIE is unique in that it is a dual-county service model, and utilizes technology to ensure the region's 375,000 age-appropriate children have access to developmental screenings. After two years of planning, HMGIE activated its Access Center on April 1, 2020. Early Childhood Educators, medical professionals, and parents are served by bilingual care coordinators through the Access Center's toll-free telephone lines. Presently, the center offers two web-based developmental screens (ASQ-3 and ASQ-SE) and one Social Determinant of Health screen. Children with developmental concerns, and families demonstrating risks associated with social determinant factors, are provided linkage and referral to medical, behavioral, and social services. Care coordinators maintain contact with families to ensure referrals are successful and that the family is linked to the next level of care. In instances where referrals are not acted upon or are unsuccessful, staff works with the family to overcome barriers ensuring they can access important services.

San Diego

The COVID-19 pandemic presented unprecedented challenges for our staff, our community partners, and the families First 5 San Diego County serves. Fiscal Year 2019–20 was different from any previous year in the Commission's history. These last several months have been difficult and yet inspiring and encouraging by the way the community rallied to support one another. When Governor Newsom issued stay-at-home orders in March, First 5 San Diego providers quickly pivoted to supporting families virtually. Maintaining these connections and supporting families through these most difficult times is critical for children's and caregivers' well-being.

Despite the pandemic, during Fiscal Year 2019–20, 42,046 San Diegans received direct services, of which over 29,000 were under the age of 5. These services included quality preschool, parenting classes, and health and dental services. Thousands of young children and their parents benefited from community-wide services, such as the *Kit for New Parents*, a parent warm line, community health screenings, and outreach.

During Fiscal Year 2019–20, First 5 San Diego's Healthy Development Services initiative celebrated its 15th year of identifying and treating children with mild- to-moderate developmental and social-emotional needs. This year also marks the culmination of the First 5 San Diego 2015–20 strategic plan. As it embarks on its new Fiscal Year 2020–25 Strategic Plan, First 5 San Diego is embracing new strategic directions for its work: Resilient Families, Coordinated Systems of Care, Integrated Leadership, and Sustained Funding.

First 5 San Diego also is pleased to announce a new quality early learning initiative, *Learn Well*, which builds upon the success of its 8-year Quality Preschool Initiative, that



concluded this year. *Learn Well* will focus on strengthening existing early care and education system structures, and expand the participation to providers serving infants and toddlers and aim to improve the skills of the adults working directly with children.

San Francisco

For nearly two decades, First 5 San Francisco County has invested in San Francisco's youngest children, their families, and the providers who work on their behalf, with a vision that all children will start school eager to learn and grow with confidence. Investments in the Quality Connections Quality Rating and Improvement System (QRIS) reaches approximately 8,000 children enrolled in participating early care and education sites across the city. Between July 2018 and March 2020, 406 sites engaged in continuous quality improvement. Among those, 131 centers and 175 family child care homes received QRIS validation ratings. Rating data show that a majority are seeing improved quality, with 83 percent of family child care homes and 53 percent of centers increasing ratings over time. While all cityfunded centers were required to close due to the COVID-19 pandemic and resulting stay-at-home orders, 100 percent have re-opened with support from First 5 San Francisco, in collaboration with other city departments, and concerted effort of all QRIS coaches and consultants.

San Francisco's network of 26 Family Resource Centers (FRCs) supported just under 10,000 parents and children through an array of services, some of which are focused specifically on child abuse prevention, and all of which are intended to provide parents with the tools and resources

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they need to ensure their families are stable and their children can thrive. During the COVID-19 health crisis, FRCs have become a critical lifeline, distributing household supplies, diapers, and food to hundreds of families every week, even delivering directly to doorsteps when necessary. They are a trusted support, and in some cases, the only outside provider to proactively call and check in on isolated families and bring them together through virtual learning and social activities. San Francisco's *Help Me Grow* team worked across all initiatives throughout the year to train over 3,500 providers in developmental screening and inclusive educational practices.

San Joaquin

First 5 San Joaquin County has risen to the overwhelming challenges presented during Fiscal Year 2019–20. Our 2-1-1 Call Center and Home Visitation Programs are shining examples of the resilience, tenacity, and work ethic that are representative of San Joaquin County. The call center has been inundated with calls and requests for assistance due to COVID-19, in addition to the usual calls coming into the center. The call volume of the call center more than doubled from March to June. Staff were reassigned from other duties to help field calls to the center. The call center conducted 2,162 screenings and referrals for services and made 443 transfers to Help Me Grow.

First 5 San Joaquin provides two home visiting programs, the Home Visitation Initiative, and the Family Work Opportunity and Responsibility to Kids (FamilyWORKs) program. In Fiscal Year 2019–20, over 619 families with 778 young children received home visits that focused on areas of child development, family self-sufficiency, job searching, healthy eating, and physical activity.

JourneyWORKS, First 5 San Joaquin's Substance Abuse and Mental Health Home Visitation and Care Coordination program provides home visitation and care coordination services to pregnant or parenting CalWORKs Welfare to Work participants who have challenges related to substance use or mental health issues. Due to COVID-19, in-person home visits stopped in March 2020. Home visitation services were quickly restructured, and virtual visit models were developed. Most Home Visitors began using a system of "no contact" dropping off materials to families with a subsequent follow-up virtual visit and/or phone call to review the materials and conduct activities. Home Visitors reported the follow-up virtual visits and phone calls are unusually lengthy, as parents and caregivers are seeking their assistance in finding COVID-related resources such as the Internet, food, housing, test sites, and doctors.



San Luis Obispo

First 5 San Luis Obispo County convened community stakeholder conversations with families and family-serving agencies to help shape its next strategic plan. The plan was approved in June, and aligns with statewide focus areas of Resilient Families, Early Learning, and Health & Development. San Luis Obispo Help Me Grow officially launched, with a new Centralized Access Point funded by First 5 and the County of San Luis Obispo. In related work, First 5 San Luis Obispo bolstered its MHSA-funded *3 by 3 Project* by engaging pediatric health partners in developmental screenings/referrals. A Pediatric Town Hall is being planned, and work is underway to align efforts with the statewide ACES Aware. In response to critical needs arising with COVID-19, First 5 San Luis Obispo invested emergency funds in partnership with the Child Care Resource Connection, and with the Community Foundation's Disaster Response Fund to rapidly activate support for child care and other family-serving programs. Further COVID-related collaboration included facilitating local planning to build financial relief capacity for immigrant families, modeled after similar mobilizations statewide that provide basic needs assistance for vulnerable populations most impacted by the pandemic. First 5 San Luis Obispo continues to lead a collective effort to address the child care crisis through our "We Are the Care" initiative, consisting of parents, ECE professionals, employers, businesses leaders, school administrators, and government officials. The next step is a Collaborative Public Sector Child Care Study to help identify and pursue options to expand child care capacity across the county. Building on advocacy to spotlight child care as essential (during COVID-19 and beyond), First 5 San Luis Obispo redirected its monthly "Hands-on Heroes" public awareness campaign to highlight ECE professionals



and to pledge to stand with them through the recovery process. It folded in a Child Care Awareness Day social media storm to amplify the messaging and close out April: Month of the Young Child.

San Mateo

During Fiscal Year 2019–20, First 5 San Mateo County maintained its multi-faceted investments in programs supporting all aspects of a child's early years, including Early Learning; Child Health & Development; Family Engagement; and Policy, Advocacy, and Communications. Supported by \$6.3 million in community investments, its funded partners served over 9,800 children, parents, and providers, and distributed 1,494 Kits for New Parents. Highlights from this year include:

- Convening "A Culture of Care," a one-day forum and training about growing trauma-informed, healing organizations. The day featured Ken Epstein and Laura van Dernoot Lipsky, and was attended by about 180 providers who serve children and families.
- Implementing First 5 San Mateo's 2020–2025 strategic plan, which rolled out over \$10 million in total funding for projects including: a collective impact initiative focused on quality early care and education, with an emphasis on inclusion; a collective impact initiative focused on improving the system of care for children with special needs using the *Help Me Grow* framework; and critical services supporting family resilience, including home visiting, mental health services, trauma-informed child care centers, father involvement, parent advocacy, and Friday Cafes.

 Supporting the community during COVID-19. First 5 San Mateo helped secure \$2 million in CARES Act funds for child care and preschool programs; surveyed its partners to gauge the impact of COVID-19 and the public health orders on their financial situations and service delivery; and partnered in the distribution of personal protective equipment, cleaning supplies, books, diapers, and other necessities to child care programs and families. By early September, over 300 providers had received more than 4,500 items, enabling them to work safely with the children and families they serve.

Santa Barbara

In Fiscal Year 2019–20, First 5 Santa Barbara County invested \$3,311,193 in programs and services for 1,713 children, 1,513 primary caregivers, and 424 providers. Investment strategies included family strengthening, expansion and quality of early childhood spaces, communications and policy development, and systems capacity building. First 5 Santa Barbara achieved several noteworthy results that improved the lives of children and families within the county:

- Investment in Child Development: Programs that participate in the QCC continue to have Tier 4 and 5 scores as evidenced by the QRIS matrix. The child care centers and family child care homes served by Santa Barbara County Quality Counts provided high-quality child care to approximately 4,000 children 0 to 5 years of age.
- Investment in Family Functioning: The Santa Barbara Network of Family Resource Centers includes 17 agencies that provide oversight to over 50 Family Resource Centers. Families who received case-management



services improved in all domains of family functioning assessed, as measured on the Family Development Matrix. Additionally, parents who completed an evidence-based parent education program and those who received child development home visits reported engaging in positive parenting practices more often than before.

 Investment in Child Health: Through the Welcome Every Baby program, families of newborns reported that there were gains in reading and singing to their infants, an important indicator in supporting brain development and early language acquisition. Over 300 families of newborns received a nurse visit during this fiscal year.

Santa Clara

The COVID-19 pandemic exacerbated the financial challenges many families in Santa Clara County were already facing. In response, First 5 Santa Clara County secured 12 external grants totaling \$8,366,786 and swiftly transformed its service delivery partnerships to provide a safety net for thousands of children and families and the community providers that serve them. To promote linkage to coordinated services, the agency produced a downloadable Resource Guide for families and providers in English, Spanish, and Vietnamese (www.first5kids.org/resources). In the Family Strengthening Initiative, a Needs Tracker was put into place across all 27 family resource centers to log the needs of families and connect them to resources.

Santa Cruz

Throughout this coronavirus pandemic, First 5 Santa Cruz County and its partners have continued supporting the health, safety, and development of young children and



their families. First 5 Santa Cruz' successes over the past year include:

- The Baby Gateway Newborn Enrollment Program continues to meet safely with mothers and enroll eligible newborns in Medi-Cal.
- The *VisionFirst* program is developing safe methods for providing vision screening to young children.
- The Neurodevelopmental Foster Care Clinic shifted to phone or telehealth visits, and was able to respond to all referrals from CPS and provide all follow-up visits.
- *Triple P* practitioners are offering parenting support services by phone, videoconferencing platforms, and Independent Study programs.
- *Families Together* transitioned to a telehealth service model.
- Quality Counts Santa Cruz County offered professional development in online formats. A portion of IMPACT and related funding was reallocated to an emergency response fund for providers serving children of essential workers and at-risk populations.
- First 5 partnered with the Santa Cruz County Office of Education's Child Development Resource Center on two supply giveaway events to hundreds of child care providers in the county.
- Santa Cruz Reading Corps Literacy Tutors shifted their service work to creating literacy materials, attending virtual preschool and TK classes, and community volunteer work.
- *Raising A Reader* found ways to provide reading materials to families during the pandemic, and will continue the book bag program through local libraries.
- Drawing on supplies from First 5 California and a grant from the Central California Alliance for Health, First 5 and community partners distributed infant supplies to over 1,000 community residents impacted by COVID-19

The COVID-19 pandemic is on-going, but First 5 is working with County leaders and partners to ensure the collective wellbeing of our County's children and families. It is First 5's firm conviction that together we will emerge stronger and more interconnected than ever before.

Shasta

First 5 Shasta County's Fiscal Year 2019–20 successes include:

• *Help Me Grow* Shasta (HMG) completed more than 500 developmental screenings for children ages 0 to 5 and



provided referrals and case coordination services to more than 850 children and families.

- Distributed more than \$430,000 to participants of *Quality Counts* North State to improve the quality of Early Childhood Education.
- Issued more than \$95,000 in COVID-19 Retention Grants and \$100,000 in Continuation Grants to help sustain ECE providers impacted by COVID-19.
- Supported local child care and social service providers with grant funds and supplies in response to COVID-19.
- Partnered with community-based organizations to provide COVID-19-safe activities for families, such as virtual story-times and drive-thru events.
- Granted more than \$60,000 in academic scholarships to 80 ECE providers to help them increase their knowledge of child development issues.
- Invested more than \$19,000 in community collaborations to strengthen families in Shasta County.
- Continued work with community partners around ACEs education, prevention, and intervention, including quarterly community meetings around the Five Protective Factors.

- Provided NICU and families of newborns with books to read to their infants. Reading aloud provides exposure to language and opportunities for attachment in a stressful environment.
- The *Healthy Babies Program* provides mental health services for pregnant women and mothers of children ages 0 to 2 experiencing depression or anxiety brought on or exacerbated by pregnancy or during the postpartum period. Provided direct support to 87 parents/caregivers.
- First 5 Institute delivered training for 466 children and 776 parents/caregivers via activities including professional development, library story times, and professional training.
- Coordinated 15 Week of the Young Child events.
- Distributed more than 15,000 children's books to children and families in Shasta County.

Sierra

The vision of First 5 Sierra County is to ensure a continuum of appropriate and integrated health, education, and recreational support services from prenatal to old age for a balanced and sustainable Sierra County community. First 5 Sierra's strongest and most successful achievement continues to be its preschool tuition subsidy program. This program supports working families, most of whom would not be able to send their children to preschool without tuition assistance.

In Fiscal Year 2019–20, First 5 Sierra continued to achieve an amazing 90 percent rate of children attending preschool prior to entering kindergarten. Investing in a program where all local children can attend preschool ensures that all Sierra County children will start kindergarten with the most optimal preparation and with the least disparity in readiness possible.

- First 5 Sierra's summer swim and yoga programs supported our preschool-age children in learning critical water safety skills and healthy habits.
- First 5 Sierra continues to seek innovative ways to support the resilience of our families. The COVID-19 crisis and the stay-at-home order presented many challenges to parents of young children in our remote, rural community.
- First 5 Sierra responded by calling all our families to offer support and delivering activity bags with resources to preschools, daycare centers, and individual families in remote communities. Childcares stayed open to support the families of essential workers, and First 5 Sierra



supported them with distributions of much needed sanitation supplies.

• First 5 Sierra staff utilized the stay-at-home time to focus on revenue generating activities, and has successfully expanded its revenue to support the county's children and families in future years.

Siskiyou

Through innovative partnerships, First 5 Siskiyou County more than doubled its community investment to provide high-quality integrated services to all corners of Northern California's largest county.

Working through seven family resource centers (FRCs), First 5 Siskiyou provided 4,766 service encounters to children (duplicated), and 2,858 service encounters to parents (duplicated). A primary draw of FRCs is the parent-child playgroups, which helped 449 children and 261 parents experience enriching child development activities, bond with peers, and receive concrete support during times of need. Many parents (415) also engaged in evidence-based parent education and workshops, such as "Make Parenting a Pleasure," "Raising Emotionally Healthy Children," and "Nurturing Parenting." FRCs promoted literacy by enrolling 1,097 families in Dolly Parton Imagination Library, which mailed age-appropriate books each month to 1,214 children; First 5 also distributed 25,989 children's books across the county. Children's health needs were addressed with Help Me Grow's 462 developmental screenings, as well as enrollment in CalFresh at every FRC. Additionally, First 5's *IMPACT* program worked with 73 early education providers to provide quality environments for the 1,201 children in their care.

What is the sum impact of First 5 Siskiyou's whole-child whole-family programs? Teachers assessed the readiness skills of 59 percent of the kindergarten population and collected data from 185 parents about family experiences. The largest predictors of kindergarten readiness were being well-rested and well-fed, not having a special need, being resilient, being older, and having parents who were engaged in kindergarten transition activities with them – all factors that First 5 Siskiyou impacts. The assessment revealed 79 percent of kindergarten students had participated in at least one First 5 service, and that the more First 5 services children had, the more ready they were for kindergarten.

Solano

In Fiscal Year 2019–20, First 5 Solano County continued to implement its high-quality programs in the Priority Areas of Health and Well-Being, Early Childhood Learning and Development, Family Support and Parent Education, and Systems Change.

In early 2018, the Commission made the decision to establish a First 5 Center in the City of Vallejo near the census tracks with the highest risk factors for children. A site was identified that required substantial tenant improvements. Through a capital improvement campaign, 66 percent of the \$1.7 million tenant improvement funding was received from public and private donations and grants. The First 5 Center opened on February 13, 2020. It is a one-stop location to provide a full range of dualgeneration services to support healthy behavior, social and emotional development, and school readiness of children, as well as provide parents the tools they need to develop positive parent-child relationships and be connected to other families. All services are family-centered and traumainformed to build resilience and strengthen families.

Other accomplishments of Fiscal Year 2019–20:

- With blended funding from the First 5 Solano and Mental Health Services Act, the evidence-based Triple P Positive Parenting Program continues to be implemented as a parenting education strategy. Thirty new facilitators were trained and accredited by Triple P America, and eight local agency providers served 1,097 families.
- In response to COVID-19, First 5 Solano collaborated with local partners on several key initiatives:
 - » As part of the County's Office of Emergency Services, implemented pop-up child care for essential workers in Vallejo.
 - » Established an Emergency Response Fund to support community agencies and child care providers.

- » Provided \$64,519 in grants, ranging from \$150 to \$7,500.
- » Distributed masks, gloves, hand sanitizers, cleaning supplies, diapers, and wipes received from First
 5 California to child care providers and directly to families.

Sonoma

In Fiscal Year 2019–20, the First 5 Sonoma County Commission's top priorities included the strategic planning process, and disaster responses for the COVID-19 pandemic and the wildfires. In fall of 2019, planned poweroutages disrupted the community and First 5 operations briefly. Fall 2019 also brought the Kincade fire, hurting the economy even more. Before the community could recover from the power outages and wildfires, 2019–20 proved to have even greater challenges, as COVID-19 hit the community in early 2020. The shelter-in-place order began March 2020, straining the economic stability and mental health of families across the state. First 5 Sonoma conducted a parent survey in April 2020, one month after the shelter-in-place order, and shared a summary of results that showed significant disparities in loss of income particularly for Spanish-speaking parents, along with parents and caregivers reporting significant need for financial support for basic housing expenses. Parents and caregivers also struggled to provide food and diapers for their children. First 5 California responded with deliveries of basic need items, including diapers and wipes, cleaning supplies for child cares to remain open with increased health and safety standards, and responsive grants for agencies to support the community with mental health, financial literacy, and basic need support. Even with these challenges, the strategic planning process prevailed. Planning elements and processes through 2019–20 for the strategic plan included data in the form of: Early Childhood Landscape Scan; review of all 2019 Grantee Outcome Reports; evaluation of 2016–2019 READY Kindergarten Readiness data. Additionally, stakeholder input was developed through a parent survey on the impacts of COVID-19; Leadership Advisory Roundtable convenings; Strategic Planning Advisory Team; and First 5 Sonoma County Commission review of the plan throughout the process, with formal adoption of the plan on the horizon for Fiscal Year 2020-21.

Stanislaus

Among First 5 Stanislaus County's accomplishments during Fiscal Year 2019-20 are the following:

• Improved Family Functioning: The parents of 7,371 children received family support services through countywide Family Resource Centers or other programs, and 1,031 received more intensive services focused on improving child abuse risk factors. Parents are gaining knowledge and improving parenting skills. The parents of 1,090 children attended parenting classes to increase parenting skills and knowledge. Of the 1,075 children ages 0 to 5 whose caregivers were screened for depression, 117 children ages 0 to 5 had a caregiver referred for mental health services as a result. 99 percent of parents participating in a Healthy Start program reported an increased confidence in their parenting ability.

- Improved Child Development: 93 percent of families of children ages 0 to 5 increased the time spent reading with their children at home after receiving literacy services. 633 children ages 0 to 5, who received literacy services, were given a book to take home and build upon the skills they and their families learned. 718 children ages 0 to 5 were screened for educational developmental issues.
- Improved Health: 122 infants were born full-term after their mothers participated in a healthy birth program, and 92 percent of the mothers initiated breastfeeding. 84 percent of babies born to women participating in a healthy birth program were a healthy weight at birth. 91 percent of participants attending a pregnant and parenting women support group reported making positive changes based on health, nutrition, and safety classes.
- Improved Systems of Care: Families of 5,347 children have increased knowledge and use of community resources.

Sutter

The COVID-19 pandemic placed undue strain on families and providers in Sutter County. To address these needs, Sutter County Children & Families Commission allocated \$25,000 in Commission reserves to fund the COVID-19 Emergency Funds Application in response to emerging critical needs and improve the development and support of young children and their families in Sutter County. Funds were spent on items such as rent/utilities/gas and grocery cards, car seats, diapers, and digital devices. Additionally, Sutter County Children and Families Commission applied for a multitude of funding opportunities that afforded the ability to provide gift cards, supplies, and services to the county's children ages 0 to 5 and their families during these recovery efforts. Sutter County Children and Families Commission funded partners also rose to the challenge posed by the pandemic by adapting their service delivery strategies. The Child Care Planning Council staff transitioned to virtual meetings and training to assist stipend program participants in completing required professional development to ensure program completion.

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Child Development Behavior Services provided support by creating short videos called "Wednesday Wisdom With Jen" to discuss parenting topics. Family SOUP partnered with other agencies to provide virtual programs and activities to support families who have children with special needs. Sutter County Public Health's Health Families America home visiting program did virtual visits, and mailed out information to meet basic needs. The *FLIP* program went virtual through YouTube and Facebook with take-home activity kits, instructional videos, and phone calls. Mindful Youth Adventures created engaging digital content for children that extended not only to their existing client base but to families that could not normally attend in-person meetups. In sum, in this time of unprecedented upheaval, Sutter County Children and Families Commission drew upon its partnerships to swiftly adjust service delivery systems to meet the urgent needs of children.

Tehama

First 5 Tehama County provides visionary leadership for building sustainable 0 to 5 programs. First 5 Tehama supported the *Pregnancy to Preschool Partnership (P2P)*, a collaboration of publicly-funded agencies to streamline referral and data sharing processes and ensure that every child that comes to the attention of partner agency receives service. An online Trackers system was developed and implemented at the end of Fiscal Year 2019–20. All members of *P2P* are able to create a profile about their client and send an electronic referral to another *P2P*; the receiving agency may update the status of that family (enrolled, waitlisted, or not enrolled). Improvements in reporting accuracy have been demonstrated. This lays the foundation for warm handoffs between agencies that will further be supported by *Help Me Grow*.

Nimbly responding to program and community needs altered by COVID-19, First 5 Tehama made strong impacts across the county. First 5 Tehama collaborated with Expect More Tehama to host three webinars dealing with traumainformed care during COVID-19. Two were focused on leaders and direct service providers. The third was featured as a Facebook Live event for families. Participants shared the immense value of these webinars, such as: "This was the best webinar I have been to since COVID-19:" "I am going to remember to take a breath and take time to think about what others are going through when you are interacting with them. Everyone reacts differently to the changes in our lives." Through partnerships with School Districts, Tehama's Resource and Referral as well as Tehama County Department of Education, concrete resources were distributed including 420 bilingual Care, Cope, Connect pamphlets and PPE to over 30 programs who continued services during the pandemic. Furthermore, programs pivoted their regular programming to virtual services,

offering families playgroups, home visiting, and parenting classes online.

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 Playgroups: First 5 Trinity partners with the Trinity County Office of Education (TCOE) to provide pre-K programs throughout the county. These program offers structured playgroups aimed at preparing kids for the academic, social, and emotional rigors of kindergarten. In Fiscal Year 2019–20, the program served 50 children ages 0 through 5.
- Children's Garden: The Children's Garden Project aims to teach young children the fundamentals of gardening, as well as to provide basic guidance on healthy nutrition. Through hands-on, interactive activities preschool aged children learn about the life cycle of a plant, garden friends and pests, companion planting, and harvesting. In Fiscal Year 2019–20, the program served 59 children ages 0 through 5. After participating in services, a large majority of children served were able to identify foods grown in a garden, as well as the difference between healthy and unhealthy foods.
- Trinity Smiles: The Trinity Smiles program provides mobile and dental services at various school sites, with a focus on providing care to underserved children in the county. Services include oral evaluations, extractions, cleanings, oral hygiene instruction, x-rays, and fillings. In Fiscal Year 2019–20, the program served 87 children ages 0 through 5, and 263 other family members.
- Trinity Infant Passenger Safety (TIPS) Program: Trinity County Health and Human Services provides car seat safety supports to families of young children throughout Trinity County by offering car seat education, installation instruction, and car seat distribution. In Fiscal Year 2019–20, the program served 35 families.
- In addition to primary investments, First 5 Trinity supports smaller community projects to include a school readiness assessment project, water safety programs, and food distribution.

Tulare

First 5 Tulare County's vision is that all Tulare County children will thrive in supportive, safe, loving homes and neighborhoods and will enter school healthy and ready to learn. In Fiscal Year 2019–20, funded programs served 37,832 parents and children. Each of First 5 Tulare County programs are unique. This year, First 5 Tulare would like to highlight all programs for their efforts during such a difficult end to the fiscal year due to COVID-19.

All programs focused on supporting families by being creative and innovative in approach. Most programs swiftly began to support families immediately.

- Home visiting programs and Family Resource Centers provided door drops (of necessary items such as food, cleaning supplies, books, diapers, and wipes), case management via Zoom, and telephone follow ups.
- Funded programs that support preschools provided packets that included activities for parents to do with their children utilizing the food distributions. Other programs have been ensuring the well-being of the children they serve and ensuring distribution of essential items.
- Funded programs that provide oral health were able to provide oral health education utilizing Zoom and outreach events via food distribution events.
- Local United Way saw an increase of 300 percent and has prioritized calls to ensure families are linked to resources.

Tulare County's community has come together during this difficult time. Everyone is working together for a common goal of ensuring that the county's youngest population and their families are healthy, strong, and in safe loving environments.

Tuolumne

First 5 Tuolumne County provides leadership and support for programs to achieve the vision that all children are healthy and ready to learn. First 5 Tuolumne invested \$726,982 in Fiscal Year 2019–20, providing services to over 1,500 young children, parents, and providers. Of those receiving services, most were served by Adult and Family Literacy and Health Programs (77 percent), such as the *Smile Keepers* dental program and the *Imagination Library*. First 5 Tuolumne's main focus areas are:

- Improved Family Functioning: Primary Caregivers obtained the supports and resources they need to be their child's first and best teacher. 225 parents, caregivers, and providers participated in programs for improving family functioning, such as in-home support and group parenting classes, as well as training to improve their ability to provide for their families, such as GED and ELL classes.
- Improved Child Health: The *Smile Keepers* oral health program provided oral health screening, fluoride varnish, and education to 517 children and 136 parents.



 Improved Child Development: First 5 Tuolumne County invested \$237,900 to improve the quality of its early care and education sites. This was done by investing in professional development stipends for providers who participate in continuing education and/or coaching as well as investing in training to provide the ASQ-SE to parents.

This was the second year First 5 Tuolumne County has invested in the *Imagination Library*. Since 90 percent of a child's brain develops before the age of 5, we know it is vital to invest in families and encourage them to talk, read, and sing to their children every day. We are confident the *Imagination Library* helps make this happen. After only two years, there are over 25 percent of children 0 to 5 receiving books every month.

Although First 5 Tuolumne faced significant challenges due to COVID-19, its programs and staff adapted and found creative and innovative ways to stay connected to local families. Many of these innovations will continue to benefit families for years to come.

Ventura

In Fiscal Year 2019–20, the First 5 Ventura County Commission substantially shifted investments toward systems change due to reduced resources resulting from the planned depletion of the Sustainability Fund. A considerable investment in the county's early childhood system continues to be provided. These investments include continuation of *Parent and Child Together* programs (*PACT*) and family support services through a redesigned, place-based *Neighborhoods for Learning (NFL)* Initiative;

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preschool services for a two-year transitional period; programs that provide linkage to resources and early intervention; and systems integration, advocacy, and capacity-building efforts. First 5 Ventura is one of nine communities nationwide to receive funding from the Pritzker Family Foundation to house a Fellow who focused on advancing the Commission's Prenatal-to-Three agenda. Building upon an in-depth evaluation of PACT, First 5 Ventura implemented a new standardized PACT model to increase consistency throughout Ventura County. This new model enabled it to partner with the County Libraries and Quality Counts Ventura, further expanding the reach and improving the quality of these services. Several additional accomplishments were realized in the implementation of countywide system initiatives through national, state, and local partnerships with agencies, schools, and community organizations. First 5 Ventura was invited to participate in a national project led by Nemours Children's Health System and a state-level project led by the Center for the Study of Social Policy to better leverage Medi-Cal for promoting child outcomes. Leadership was provided locally and statewide for the 2020 Census to aid in counting families with children ages 0 to 5. First 5 Ventura also partnered with the county's Child Welfare Department on the development of the Prevention Plan, and continued to promote the importance of early literacy through book distribution and collaboration with libraries, and hosting the annual Take 5 and Read! event, which was held virtually due to the pandemic.

Yolo

In Fiscal Year 2019–20, the second year of a new strategic plan, First 5 Yolo County achieved an increasingly sharper focus on prevention and deeper investments in systems transformation. Funded program highlights include helping families avoid the need for entry into CWS and supporting positive parenting; increasing access to early mental health screens and supports; engaging families in early learning; and launching a countywide, integrated systems effort built on an earlier pilot maternal/infant program. Together with direct service partners, First 5 Yolo developed a larger initiative, The CHILD Project: Road to Resilience (R2R), for higher-risk perinatal families. R2R is co-funded with California Department of Social Services Office of Child Abuse Prevention and several local agencies. All programs are increasingly coordinated and targeted to integrated systems transformation. The Commission realized significant progress in this direction led by the *R2R* progress. *R2R* is designed to prevent conditions that contribute to child maltreatment and prevent adverse childhood experiences by identifying high-risk mothers and infants, and providing intensive services to substantially mitigate the risk for child maltreatment and future trauma.

R2R incorporates three models of evidence-based home visiting, establishes central coordination, integrates medical and social services, and addresses early learning and family strengthening with over 10 partner agencies.

In the support of these efforts, First 5 Yolo advocated for the dedication of new revenues to early childhood prevention and intervention. This catalyzed leading-edge policies, resulting in the inclusion of early childhood in a county cannabis tax that enhanced *R2R* in Fiscal Year 2019– 20, as well as dedicated funding from cities. In response to the COVID-19 pandemic, First 5 Yolo invested time and dollars in immediate and nimble support, including transition and maintenance of services, emergency supply efforts for families and child care providers, and child care provider stabilization and safety training.

Yuba

In March of 2020, the First 5 Yuba County Commission adopted a resolution and released \$20,000 in Responsive Emergency Relief funds to support children 0 to 5, their families, and child care providers directly affected by COVID-19. With these one-time funds, eight communitybased organizations and community members were awarded funds to provide children and families with enrichment activities, including: Daily virtual story times, biweekly Facebook Live concerts, weekly virtual yoga classes, virtual early learning classes, and a text-based parenting curriculum focused on addressing trauma. A local charter school developed a 10-part short film series called "Children Outdoors," highlighting the importance and connections between child development, play, and the outdoor environment. This short film series provided parents with educational tips, ideas for creative outdoor play in various environments, and explored multiple outdoor treasures in Yuba County. The film series, along with many of the other virtual programs, resulted in tangible digital assets and educational tools that were used by other early child educators, child care providers, and families. In addition, seven local child care providers were awarded emergency relief funds to ensure their business remained open and continued to operate safely, with quality and suitable learning environments. Local child care providers utilized funds to purchase proper equipment to help mitigate the spread of COVID-19, including: screening stations, handsfree soap dispensers and faucets, and sanitizing stations. Children's outdoor equipment, such as shade structures and water tables, were also purchased to encourage outdoor play and social distancing in developmentally appropriate environments. As a result of this funding, First 5 Yuba was able to quickly meet the needs of local child care providers and families with children 0 to 5, and in doing so, created new sustainable relationships.

Appendix A: Number of Services and Expenditures by Result Area and Service Type, FY 2019–20¹

IMPROVED FAMILY FUNCTIONING												
Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers and Providers	of Services	Percent of Services in Result Area	Percent of Total Number of Services	Total Expenditures for Services	Percent of Service Expenditures in Result Area	Percent of Total Expenditures ²		
General Family Support	116,346	391,753	7,757	399,510	515,856	92%	39%	\$44,726,688	52%	11%		
Targeted Intensive Family Support	21,413	23,412	1,832	25,244	46,657	8%	4%	\$41,414,176	48%	10%		
Total Improved Family Functioning	137,759	415,165	9,589	424,754	562,513	100%	42%	\$86,140,864	100%	21%		

IMPROVED CHILD DEVELOPMENT

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers and Providers	Total Number of Services	Percent of Services in Result Area	Percent of Total Number of Services	Total Expenditures for Services	Percent of Service Expenditures in Result Area	Percent of Total Expenditures ²		
Quality Early Learning Supports	149,490	17,111	47,022	64,133	213,623	75%	16%	\$81,722,531	74%	20%		
Early Learning Programs	38,005	30,988	2,917	33,905	71,910	25%	5%	\$28,350,951	26%	7%		
Total Improved Child Development	187,495	48,099	49,939	98,038	285,533	100%	22%	\$110,073,482	100%	27%		

IMPROVED CHILD HEALTH

	NEALIN									
Result Area and Service Type	Children			of Services	Percent of Services in Result Area	Percent of Total Number of Services	Total Expenditures for Services	Percent of Service Expenditures in Result Area	Percent of Tota Expenditures	
General Health Education and Promotion	21,085	58,886	4,033	62,919	84,004	18%	6%	\$7,869,071	6%	2%
Prenatal and Infant/ Toddler Pediatric Support	7,310	3,917	68	3,985	11,295	2%	1%	\$3,650,795	3%	1%
Perinatal and Early Childhood Home Visiting	40,514	57,239	127	57,366	97,880	20%	7%	\$60,575,876	48%	15%
Oral Health Education and Treatment	91,812	22,755	913	23,668	114,850	24%	9%	\$15,175,651	12%	4%
Early Intervention	110,878	49,071	10,154	59,225	170,103	36%	13%	\$37,774,052	30%	9%
Total Improved Child Health	270,969	191,868	15,295	207,163	478,132	100%	36%	\$125,045,445	100%	31%
Total	596,223	655,132	74,823	729,955	1,326,178		100%	\$321,259,791		79%

IMPROVED SYSTEMS OF CARE

		-								
Result Area and Service Type	Children	Primary Caregivers	Providers		Services	Percent of Services in Result Area	Percent of Total Number of Services	Total Expenditures for Services	Percent of Service Expenditures in Result Area	Percent of Total Expenditures ²
Policy and Public Advocacy								\$36,831,454	44%	9%
Program and Systems Improvement Efforts								\$47,361,048	56%	12%
Total Improved Systems of Care							-	\$84,192,502	100%	21%
GRAND TOTAL	779,068	633,088	55,635	688,723 1,4	467,791			\$405,452,293		

1 Colusa and Kings counties are not included.

2 Totals may not equal 100 percent due to rounding.

Appendix B: Result Area and Service Type Definitions

Result Area: Improved Family Functioning

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

General Family Support

Programs providing shorter-term, non-intensive instruction on general parenting topics, and/or support for basic family needs and related case management (e.g., meals, groceries, clothing, emergency funding or household goods acquisition assistance, and temporary or permanent housing acquisition assistance). Supports may include referrals to family services such as Family Resource Centers (FRCs) and other community resources, adult and family literacy, and fatherhood programs. In general, these programs are designed to provide less intense and shorter term support services and classes for families by paraprofessional staff. Program models or initiatives may include Abriendo Puertas, Avance, family resource core support, and the Positive Parenting Program (Triple P).

Targeted Intensive Family Support Services

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 functioning (e.g., counseling, family therapy, parent-child interaction approaches, and long-term classes or groups). This also is the category for reporting comprehensive and/or intensive services to special populations (i.e., homeless, teen parents, foster children, special needs). Program models or initiatives may include Incredible Years, Nurturing Parenting Program, and Triple P.

Result Area: Improved Child Development

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

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 rating and improvement system investments as part of First 5 Improve and Maximize Programs so All Children Thrive and Quality Counts California. This service category covers Early Childhood Education (ECE) settings efforts, most commonly by licensed care providers, and may include interagency collaboration, facility grants and supply grants to providers, support services to diverse populations, and database management and development. Non-ECE settings work is included under General Family Support. Program models or initiatives include Quality Counts California.

Early Learning Programs

Early learning programs for children 0 to 5 years old may include preschool programs, kindergarten transition services, and early learning programs for all ages. Early learning programs for primary caregivers and their children together may include playgroups primarily focusing on 0 to 3 year-olds. Programs may include child-related early literacy and Science, Technology, Engineering, and Math programs. Programs may include extra supports in early learning settings for homeless children, Federal Migrant or Tribal Child Care programs, and children receiving Alternative Payment vouchers for childcare. Program models or initiatives include facility grants, playgroups, preschool/childcare reimbursement, and summer programs.

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.

General Health Education and Promotion

Programs promoting children's healthy development, including nutrition, fitness, and access to health/dental/ vision insurance and health services. Programs also may focus on increased awareness of information about child safety seats, fire, safe sleep, and drug/alcohol/tobacco education. Program models or initiatives include nutrition/ breastfeeding, safe sleep, safety education, smoking or tobacco cessation.

Perinatal and Early Childhood Home Visiting

Home visiting is a primary service delivery strategy for inter-generational family-centered supports. Home visiting services are provided by qualified professionals with parents, prenatally and/or with children birth to age three. These voluntary programs are tailored 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. Home visits focus on linking pregnant women with prenatal care, promoting strong parent-child attachment, 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, Healthy Families America, Nurse Family Partnership, Parents as Teachers, Home Instruction Program for Preschool Youngsters, Maternal, Infant and Early Childhood Home Visiting, and local models.

Prenatal and Infant/Toddler Pediatric Support

Out-of-home programs that may 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, Healthy Steps, and local models.

Oral Health Education and Treatment

Programs providing an array of services that can include dental screening, assessment, cleaning and preventive care, treatment, fluoride varnish, and parent education on the importance of oral health care. This may include provider training and care coordination of services.

Early Intervention

Programs providing screening, assessment, and diagnostic services, including referrals or follow-up to needed services. Programs including early intervention or intensive services to children with disabilities and other special needs, or at-risk for special needs. May include strategies targeting language and communication skills, social and emotional development, developmental delays, related parent education, and Mental Health Consultations in ECE settings. Program models or initiatives include care coordination and mild-to-moderate supports.

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.

Policy and Public Advocacy

Policy and Public Advocacy includes community awareness, public outreach and education on issues related to children 0 to 5 and their families. This also may include work focused on policy change, work with local and statewide stakeholders, policy development, related efforts, and Town Halls.

Initiatives include resilient families and communities, child health, early learning, and revenue.

Program and Systems Improvement Efforts

Efforts to improve service quality, connections between programs, infrastructure support, and professional development. This also may include 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 to 5 years of age. Improvements could be geared toward creating a welltrained workforce with shared professional standards and competencies, creating strong and effective linkages across particular system components, or leveraging funding to sustain the system of care. This also may include database management and other cross-agency systems evaluation support. Initiatives include early identification and intervention, health systems, family strengthening, Talk. Read. Sing.[®], and Trauma Informed Care/Adverse Childhood Experiences.

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OUR VISION

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



FIRST 5 CALIFORNIA

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First 5 Mono

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	County	CSPP BG	CDBG	IMPACT	PDG-R	Region 6	F5 Ops &	Home Visiting	Emergency	Oral Health	Peapod	Safe Kids	School	Systems	Total Annual
4	Contributions, Support	Corriba	CDDG	INIT ACT	PDG-K	T&TA Hub	Evaluation	nome visiting	Funds	orarrieatti	reapou	Jare Kius	Readiness	Building	Budget
4300	Government Revenue														
	4310 Prop 10							\$52,000.00	\$ 10,000.00	\$10,200.00			\$11,000.00	200	\$83,400.00
	4321 SPCFA						\$65,259.84	\$132,912.83	\$10,000.00		\$1,156.82	\$7,000.00	\$35,555.00	\$35,922.50	\$287,807.00
	Total for Non-Government Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,259.84	\$184,912.83	\$20,000.00	\$10,200.00	\$1,156.82	\$7,000.00	\$46,555.00	\$36,122.50	\$371,207.00
4500	Government Grants														
	4510 Federal Grants		\$105,000.00												\$105,000.00
	4520 State Grants	\$23,215.00		\$87,582.00	\$31,924.00	\$102,000.00		\$50,000.00							\$294,721.00
	4530 Local Government Grants							\$210,148.00			\$40,000.00				\$250,148.00
	Total for Government Grants	\$23,215.00	\$105,000.00	\$87,582.00	\$31,924.00	\$102,000.00	\$0.00	\$260,148.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$649,869.00
_	TOTAL FOR CONTRIBUTION REVENUE	\$23,215.00	\$105,000.00	\$87,582.00	\$31,924.00	\$102,000.00	\$65,259.84	\$445,060.83	\$20,000.00	\$10,200.00	\$41,156.82	\$7,000.00	\$46,555.00	\$36,122.50	\$1,022,076.00
5	Earned revenues														
5300	Investments														
	5310 Interest												\$12,000.00		\$12,000.00
5000	Total for Investments	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00
5999	Misc. Revenue TOTAL EANRED INCOME	40.00		\$0.00	40.00	40.00	\$1,000.00	40.00	40.00	40.00	40.00	40.00	*** *** ***	40.00	\$1,000.00
		\$0.00		\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00
	TOTAL INCOME	\$23,215.00	\$105,000.00	\$87,582.00	\$31,924.00	\$102,000.00	\$66,259.84	\$445,060.83	\$20,000.00	\$10,200.00	\$41,156.82	\$7,000.00	\$58,555.00	\$36,122.50	\$1,034,076.00
7	Expenses - grants, salaries and contract expenses	\$23,213.00	\$105,000.00	<i>307,302.00</i>	<i>\$</i> 31,524.00	\$102,000.00	<i>300,233.04</i>	Ş443,000.03	\$20,000.00	\$10,200.00	Ş41,130.02	\$7,000.00	\$30,333.00	\$30,122.30	\$1,034,070.00
7000	Grants & Direct Assistance														
7000	7020 Emergency Funds								\$20,000.00						\$20,000.00
20000	<u> </u>	\$9,000.00		\$18,995.00	\$4,956.00			\$3,000.00	\$20,000.00						\$35,951.00
20000	Total for Grants & Direct Expenses	\$9,000.00		\$18,995.00	\$4,956.00	\$0.00	\$0.00	\$3,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,951.00
				+/					+,						,,
7200	Salaries & Related Expenses														
	7210 Salaries & Wages	\$3,877.00	\$2,500.00	\$39,223.00	\$14,543.00	\$5,500.00	\$16,668.00	\$224,000.00		\$6,635.00	\$23,500.00			\$16,510.00	\$352,956.00
	7230 Employee Benefits	\$1,935.00	\$500.00	\$22,310.00	\$8,519.00	\$2,023.00	\$8,821.65	\$115,000.00		\$2,574.85	\$8,062.65			\$14,471.60	\$184,217.75
	Total for Salaries & Related Expenses	\$5,812.00	\$3,000.00	\$61,533.00	\$23,062.00	\$7,523.00	\$25,489.65	\$339,000.00	\$0.00	\$9,209.85	\$31,562.65	\$0.00	\$0.00	\$30,981.60	\$537,173.75
7500	Contract Service Expenses														
	7510 Contractors - General	\$3,200.00	\$102,000.00		\$1,600.00	\$73,500.00						\$7,000.00	\$48,000.00		\$235,300.00
	7520 Accounting						\$10,530.00								\$10,530.00
	7530 Attorney & Legal						\$1,500.00								\$1,500.00
	Total for Contract Service Expenses	\$3,200.00	\$102,000.00	\$0.00	\$1,600.00	\$73,500.00	\$12,030.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$48,000.00	\$0.00	\$247,330.00
	TOTAL FOR GRANTS, SALARIES AND CONTRACT EXPENSES	\$18,012.00	\$105,000.00	\$80,528.00	\$29,618.00	\$81,023.00	\$37,519.65	\$342,000.00	\$20,000.00	\$9,209.85	\$31,562.65	\$7,000.00	\$48,000.00	\$30,981.60	\$840,454.75
8	Nonpersonnel expenses:														
8100	Nonpersonnel Expenses														
	8110 Supplies, Basic Needs, Educational Supp	\$1,523.00		\$500.00		\$1,000.00		\$23,266.00		\$50.00	\$4,000.00		\$9,455.00		\$39,794.00
	8120 Evaluation														\$0.00
	8130 Telephone & Internet						\$200.00	\$1,000.00							\$1,200.00
	8140 Postage & office supplies	\$150.00					\$1,500.00	\$3,000.00			\$500.00		\$600.00		\$5,750.00
	8150 Data Systems					\$6,300.00									\$6,300.00
	Total for Nonpersonnel Expenses	\$1,673.00		\$500.00	\$0.00	\$7,300.00	\$1,700.00	\$27,266.00	\$0.00	\$50.00	\$4,500.00	\$0.00	\$10,055.00	\$0.00	\$53,044.00
8200															
8200	Facility Expenses 8210 Office Rent						ć10 202 00								610 202 00
	8210 Office Rent Total for Facility Expenses	ćo 00		60.00	ćo 00	ća 00	\$10,392.00	ća 00	ćo 00	60.00	ćo 00	ć0.00	ćo 00	ć0.00	\$10,392.00
	Total for Facility Expenses	\$0.00		\$0.00	\$0.00	\$0.00	\$10,392.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,392.00
8300	Travel & Conference Expenses														1
0300	Travel & Conference Expenses 8310 Travel & training	\$500.00		\$400.00		\$2,151.00	\$3,100.00	\$25,000.00			\$2,000.00		\$100.00	\$2,000.00	\$35,251.00
<u> </u>	Total for Travel & Conference Expenses	\$500.00 \$500.00		\$400.00 \$400.00	\$0.00	\$2,151.00 \$2,151.00	\$3,100.00 \$3,100.00	\$25,000.00 \$25,000.00	\$0.00	\$0.00	\$2,000.00 \$2,000.00	\$0.00	\$100.00 \$100.00	\$2,000.00 \$2,000.00	\$35,251.00
<u> </u>		9500.00		\$400.00	ŞU.UU	ş2,131.0U	\$3,100.00	ş23,000.00	ŞU.UU	ŞU.UU	ş2,000.00	ŞU.UU	\$100.00	,92,000.00	ş35,251.00
8500	Other Expenses														
0000	8520 Audit						\$4,326.00								\$4,326.00
<u> </u>	8530 Membership Dues - Organization						\$4,328.00								\$4,528.00
<u> </u>	8570 Advertising Expenses						\$2,511.13						\$400.00		\$2,911.13
	8580 Indirect	\$3,030.00		\$6,154.00	\$2,306.00	\$11,526.00	\$2,548.08	\$50,794.83		\$940.15	\$3,094.17		÷-00.00	\$3,140.90	\$83,534.12
	8590 Other Expenses	\$3,050.00		<i>\$</i> 0,15 1.00	\$2,500.00	<i>Q11,320.00</i>	\$1,000.00	<i>\$56,75</i> 1105		<i>\$</i> 5 10.15	\$5,65			\$3,2 10.50	\$1,000.00
<u> </u>	Total for Other Expenses	\$3,030.00		\$6,154.00	\$2,306.00	\$11,526.00	\$13,548.21	\$50,794.83	\$0.00	\$940.15	\$3,094.17	\$0.00	\$400.00	\$3,140.90	\$94,934.25
	TOTAL NONPERSONNEL EXPENSES	\$5,203.00	\$0.00	\$7,054.00	\$2,306.00	\$20,977.00	\$28,740.21	\$103,060.83	\$0.00	\$990.15	\$9,594.17	\$0.00	\$10,555.00	\$5,140.90	\$193,621.25
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	TOTAL EXPENSIBETURN to Agenda	\$23,215.00	\$105,000.00	\$87,582.00	\$31,924.00	\$102,000.00	\$66,259.86	\$445,060.83	\$20,000.00	\$10,200.00	\$41,156.82	\$7,000.00	\$58,555.00	Page,470	\$ 1,936 ,076.00
TOTAL	.NET INCOME	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.00)	(\$0.01)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.00
IUIAL	return to agenda	ŞU.UU	ŞU.UU	ŞU.UU	ŞU.UÜ	(30.00)	(\$0.01)	Ş0.00		ŞU.UU	ŞU.UU	ο υ.υυ	30.0U	ŞU.UU	(30.00

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First 5 Mono Commission Meeting Schedule FY 2021-22

Meetings will be held in the MCOE Conference Room in Mammoth Lakes or on Zoom in following with State regulations from 2:00 pm - 4:30 pm on the Third Thursday of the month unless otherwise indicated.

- September 16th, 2021
- January 20th, 2022
- March 17th, 2022
- June 16th, 2022

ALL AGENCY LOGOS 😊

May 1, 2021

The Honorable Nancy Skinner Chair, Senate Budget Committee California State Senate State Capitol, Room 5094

The Honorable Susan Talamantes Eggman Chair, Budget Subcommittee 3 on Health and Human Services California State Senate State Capitol, Rm. 4052 The Honorable Philip Ting Chair, Assembly Budget Committee California State Assembly State Capitol, Room 6026

The Honorable Joaquin Arambula Chair, Budget Subcommittee 1 on Health and Human Services California State Assembly State Capitol, Room 5155

Re: Budget Request for \$10 million Investment for Statewide Diaper and Wipe Distribution

Dear Chairs Skinner, Ting, Eggman, and Arambula:

We are writing to request that the Legislature allocate \$10 million for diaper and wipe distribution in the 2021-2022 Budget. This critical investment will expand the existing Diaper Bank Program to provide a statewide reach through existing efforts administered by SupplyBank.Org and their partners. This expansion will provide diapers to families in need, create jobs for the families it serves, and improve the State's ability to respond to emergency supply needs during disasters. The design of this proposal is to coordinate with another budget request for diaper banks in eight counties, creating a complete 58-county statewide approach. This proposal complements the current program by using existing logistics infrastructure developed to respond to the pandemic to serve all counties that are not currently served.

Prior to the Pandemic, "Diaper Need," or an insufficient supply of diapers to keep babies clean and dry, afflicted 1 in 3 mothers in the United States. Diapers for one child can cost up to \$80 a month, making diapers the third or fourth greatest cost burden for many families on CalWORKs after rent, food and sometimes transportation. With a pre-pandemic average of 40,000 emergency room and inpatient visits related to diaper need annually in California, this issue causes severe health consequences for infants and toddlers and significant costs to the state. Diapers are also a requirement for most childcare providers, making diaper need a barrier to affordable childcare and thus employment. Since the first local Public Health order on March 16th of 2020, the need for diaper assistance has grown dramatically and persisted at record levels.

From 2016 through early 2020, SupplyBank.Org worked with several philanthropic partners, First 5 California, 16 counties, their First 5 Commissions, and other partners throughout California to develop an efficient, scalable and nimble program that assists thousands of families from Humboldt to the Inland Empire. Through these 16 county pilots, agencies found that integration of diaper and wipe distribution into existing programs identified by local Commissions such as WIC, Family Resource Centers, CalWORKS home visitation and other home visitation programs and many others, enabled the program to be administered efficiently and reinforced relationships between social workers and their clients. The most common feedback was that the diaper program incentivized other valuable programming with a "leg up" approach.

To build on the promising outcomes of addressing diaper need through this model, SupplyBank.Org worked with 50 County First 5 Agencies and allied agencies, to assess diaper need in their county and outline how it would best be addressed. The *Statewide Diaper Need Assessment*, included a report on each County Commissions' existing efforts to end diaper need (if any), programs that could incorporate a diaper need assistance component and challenges for program implementation and solutions. Immediately following the conclusion of this report in early 2020, the programmatic statewide model outlined was tested by the Pandemic.

In late February of 2020, SupplyBank.Org started to coordinate with agencies that foresaw the shortages in essential supplies to come. From March of 2020 to present, our agency worked with Cal-OES, County EOCs, FEMA, First 5 California and 58 county commissions, Community Services and Development, several dozen County Resource and Referral Networks, 40 Community Service Action Agencies, 100 Local Education Agencies and several others to establish and administer 58 county emergency supplies programs. Each ongoing county program includes diapers and wipes.

Completed in late February of 2021, our most recent 58 county emergency supplies assessment for young children and families would support this. The results showed nearly all counties ranked the need for diapers and wipes at the second highest or highest level of need, equal or greater to most PPE items. Given the verifiable need and fact that access to diapers is essential, we respectfully request that the Legislature allocate an additional \$10 million for diaper distribution in the 2021-2022 Budget. We believe that additional funding for a statewide model, in collaboration with other efforts, would continue the coordination for centralized competitive procurement and logistics, while leveraging the localized multi-billion-dollar safety net infrastructure for early childhood development already in place at the local level. This approach combines the greatest potential economies of scale with localized partnerships to reach the most vulnerable families through county specific plans that partner with the most trusted community partners to seamlessly reach those most in need. This program would be administered by the Department of Social Services, or other suitable department or agency.

We look forward to working with you to secure \$10 million in funding for statewide diaper distribution in the 2021-2022 Budget. We thank you and the Governor for your efforts on this topic to date and your consideration of this important matter. Should you have any questions regarding this proposal you may contact Benito Delgado-Olson at Benito@SupplyBank.Org or 510.569.5862.

Sincerely,

NAMES AND TITLES OF ALL SIGNING 😊

cc: Joe Stephenshaw, Staff Director, Senate Budget and Fiscal Review Committee Christian Griffith, Chief Consultant, Assembly Budget Committee Renita Polk, Consultant, Senate Budget and Fiscal Review Committee Nicole Vazquez, Consultant, Assembly Budget Committee March 26, 2021

The Honorable Susan Talamantes Eggman, Chair Senate Budget Sub-Committee No. 1 California State Senate State Capitol, Room 5019 SBUD.Committee@senate.ca.gov

The Honorable Joaquin Arambula, Chair Assembly Budget Sub-Committee No. 3 California State Assembly State Capitol, Room 6026 BudgetSub1@asm.ca.gov

RE: Continuous Medi-Cal for Children Through Age Five, and 12-Month Postpartum Coverage

Dear Senator Talamantes-Eggman and Assembly Member Arambula:

On behalf of the undersigned organizations, we write to you in strong support of the budget proposal to maintain Medi-Cal coverage continuously for children ages 0-5 years old and to provide postpartum coverage for 12 months.

Under the federal Families First Coronavirus Response Act, Medi-Cal is required to provide temporary continuous enrollment to most all enrollees throughout the federal COVID-19 public health emergency (PHE). States are also required to develop a plan to unwind this federal PHE coverage protection to implement when the PHE ends. The Department of Health Care Services' budget assumes that the unwinding of the temporary continued coverage requirement will begin during the second half of the state budget year 2021-2022.

In order to protect essential continuity of care and to ensure a smooth transition from the existing PHE continuous coverage, a broad coalition of stakeholders urge you to adopt, with federal approval, permanent 12-month postpartum Medi-Cal eligibility and continuous Medi-Cal coverage for children up to age 5 after the end of the COVID-19 PHE.

Continuous health care coverage is essential to avoiding disruptions in care, especially during these critical phases in life when medical visits are so frequent and when care is especially important. Over 90% of a child's brain development occurs before a child turns age 5. One-third of all maternal deaths occur one week to one year after a pregnancy ends, and one in seven women experience symptoms of postpartum depression in the year after giving birth.

COVID-19 has underscored the need for extended coverage: Increased isolation and stress has taken a toll on maternal and child physical and mental wellbeing. In addition, children's

preventive care, like well-child visits and immunizations, have plummeted below the already low preventive care rates in Medi-Cal.

Communities of color are experiencing the impacts of the pandemic disproportionately. Medi-Cal covers a greater share of families of color, and nearly half of all births annually in California; thus, by removing barriers to accessing care, Medi-Cal can play a unique role in addressing the structural racism that health disparities reveal and that COVID has exacerbated.

To mitigate unnecessary disruptions in care during the post-pandemic redetermination period, California will need to prepare now, and adopt any necessary TBL for the budget year. By continuing coverage for postpartum individuals and the youngest Medi-Cal children during this PHE wind down period and beyond, Medi-Cal would:

- mitigate disruptions in the continuity of coverage for two of the most vulnerable populations;
- improve low Medi-Cal preventive care rates for children and maternal health outcomes; and
- contribute to an orderly and smooth redetermination process for all Medi-Cal enrollees.

We urge your inclusion of this continuous coverage proposal in the state budget for 2021-22 so that the Administration can secure a smooth plan for transition when the PHE ends.

Thank you for consideration of this request and for your commitment to improving the health of all women, infants, and children.

Respectfully,

American Academy of Pediatrics, California American College of OB/GYN's District IX **BANANAS**, Inc **Bright Beginnings Initiative** California Children's Hospital Association California Dental Association California Health Professional Student Alliance California Labor Federation California Pan-Ethnic Health Network (CPEHN) California Physicians Alliance Central Coast Early Childhood Advocacy Network Children Now Children's Behavioral Health Children's Specialty Care Coalition Community Clinic Association of Los Angeles County Courage California

Desiree Carter First 5 Alameda First 5 Association of CA First 5 California First 5 Fresno County First 5 Glenn County First 5 Kern First 5 LA First 5 Lake County First 5 Marin Children and Families Commission First 5 Mono First 5 Monterey County First 5 Napa County First 5 Nevada County First 5 Riverside First 5 San Benito First 5 San Francisco First 5 San Luis Obispo County First 5 San Mateo County First 5 Santa Cruz County First 5 Shasta First 5 Siskiyou Children and Families Commission First 5 Solano Children and Families Commission First 5 Tulare County First 5 Yolo Children and Families Commission **Growing Minds** Health Access California Lotus Bloom March of Dimes Maternal and Child Health Access Roxana Munoz National Association of Social Workers (NASW) California Chapter National Health Law Program **Oakland Starting Smart and Strong Optimal Solutions Consulting** Orange County United Way Retired teacher and President Friends of the San Benito County Free Library Scott Waite Sutter County Children & Families Commission The Children's Partnership Western Center on Law & Poverty Women's Global Leadership Initiative

Cc: The Honorable Nancy Skinner, Chair, Senate Budget Committee

The Honorable Phil Ting, Chair, Assembly Budget Committee Members, Senate Budget Committee Members, Assembly Budget Committee Scott Ogus, Senate Budget Committee Andrea Margolis, Assembly Budget Committee Senate Republican Caucus Assembly Republican Caucus Tam Ma, Office of the Governor Richard Figueroa, Office of the Governor Department of Health Care Services