Meeting Agenda
First 5 Merced County
October 26, 2020
3:00 PM
Online

https://zoom.us/j/9903159652
Phone: (669) 900-6833
Meeting ID: 990 315 9652

IMPORTANT NOTICE: DUE TO THE ONGOING COVID-19 CRISIS, AND AS AUTHORIZED BY THE GOVERNOR’S EXECUTIVE ORDER N-29-20, MERCED COUNTY FIRST 5 COMMISSIONERS WILL PARTICIPATE IN THIS MEETING OFFSITE AND ONLINE USING ZOOM MEETING SOFTWARE. PUBLIC ACCESS TO A MEETING LOCATION WILL BE UNAVAILABLE. FOR THE SAFETY OF STAFF AND THE PUBLIC, MEMBERS OF THE PUBLIC WHO WISH TO PARTICIPATE ELECTRONICALLY AND/OR OBSERVE A LIVE BROADCAST OF THE MEETING ARE ENCOURAGED TO REVIEW THE GUIDANCE DOCUMENT INCLUDED WITH THIS AGENDA. IF YOU HAVE ANY ISSUES VIEWING OR PARTICIPATING IN THIS MEETING OR REQUIRE REASONABLE ACCOMMODATION FOR YOUR PARTICIPATION, PLEASE CONTACT STAFF AT (209) (385-7337).

I. Call to Order

II. Pledge of Allegiance

III. Commissioners Roll Call

IV. Opportunity for Public Comment
Members of the public may comment on any item under the Board’s jurisdiction. Matters presented under this item will not be discussed or acted upon by the Board at this time. For agenda items, the public may make comments at the time the item comes up for Board consideration. If you wish to make a comment, please submit your comment via email by 3:00 p.m. on the day of the First 5 Merced Commission meeting. Please submit your comment to First 5 Merced at scott.waite@countyofmerced.com. Your comment will be placed into the record at the meeting.
V. Consent Calendar
All items listed under the consent calendar are considered to be routine and will be enacted by one motion if no member of the Commission or audience wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Commission concerning the item before action is taken.

P. 005 2020-10-010 Approval of Minutes for the August 10, 2020 Commission Meeting
P. 014 2020-10-011 Approval of Expenditure through August 31, 2020
P. 016 2020-10-012 Approval of Expenditure through September 30, 2020

VI. Public Hearings
P. 018 2020-10-013 Public Hearing for First 5 Merced County Annual Audit FY 2019/2020: Commission will conduct a public hearing regarding the FY 2019/2020 Audit.


VII. Action Items
P. 087 2020-10-015 Audit Report FY 19/20: Commission to review, discuss and consider approving the FY 19/20 audit prepared by Brown Armstrong.

P. 144 2020-10-016 Annual Report FY 19/20: Commission to review, discuss and consider approving the FY 19/20 annual report prepared by Hamai Consulting.

P. 156 2020-10-017 Final Budget Proposal for FY 20/21: Commission to review, discuss and consider approving the final budget proposal for FY 20/21.

P. 168 2020-10-018 Mini-Grant: Commission to review, discuss and consider approving funding for FY 20/21 Mini-Grants received by September 31, 2020.

P. 200 2020-10-019 Home Visitation Coordination Contract: Commission to review, discuss and consider approving the Executive Director to sign the agreement between First 5 California and First 5 Merced.

P. 252 2020-10-020 Request for Proposals (RFP) Parent Education: Commission to review, discuss and consider releasing a RFP for FY 20/21 to FY 24/25 the amount of $250,000 per year for 5 years ($1,250,000 total).

P. 317 2020-10-021 Request for Proposals (RFP) Prenatal & Postpartum Care: Commission to review, discuss and consider releasing a RFP for FY 20/21 to FY 24/25 in the amount of $150,000 per year for 5 years ($750,000 total).

P. 381 2020-10-022 Request for Applications (RFA) Help Me Grow (HMG): Commission to review, discuss and consider releasing a RFA for FY 20/21 to FY 24/25 in the amount of $300,000 per year for 5 years ($1,500,000 total).

VIII. Informational Agenda Items
P. 445 Staff Report: October 2020

IX. Future Agenda Items
• Minutes from October 26, 2020 Commission Meeting
• Approval of Expenditure through October 31, 2020
• Request for Applications – ACES Community Coalition “ACES Merced”
• Request for Applications – Community Resource & Referral
• Request for Applications – Family Resource Center (FRC) Planning Grant
• Request for Applications – Capacity Building
• FY 16/17 through FY 19/20 Evaluation Report – Hamai Consulting
• First 5 Merced Commission Meeting Schedule for 2021
• Study Session: Unite Us – Referral Platform
• Study Session: First 5 Merced Minimum Fund Balance
• Study Session: FY 16/17 through FY 19/20 Evaluation Report – Hamai Consulting

X. Commissioner Reports

XI. Review Next Meeting Date & Adjournment
• December 14, 2020 at 3:00 PM

Public Comment is Taken on Each Agenda Item
Please note that the order in which the agenda items are considered may be subject to change.

All supporting documentation is available for public review at 260 E. 15th Street, Merced, California during regular business hours, 8:00 a.m. – 5:00 p.m., Monday through Friday.

Any material related to an item on this Agenda submitted to the First 5 Commissioners after distribution of the Agenda packet is available for public inspection at 260 E. 15th Street, Merced, California.

The Agenda is available online at http://www.first5mercedcounty.org/

First 5 Merced County proudly supports the Children’s Bill of Rights for Merced County

Hearing Assistance Devices Are Available for Public Use Inquire Within First 5 Merced County.
Persons, who require accommodation for any audio, visual or other disability in order to review an agenda, or to participate in a meeting of First 5Merced County per the American Disabilities Act (ADA), may obtain assistance by requesting such accommodation in writing addressed to 260 E. 15th Street, Merced, California 95341 or telephonically by calling (209) 385-7337. Any such request for accommodation should be made at least 48 hours prior to the scheduled meeting for which assistance is requested.

Dispositivos De Asistencia Auditiva Están Disponibles Para Uso Público Dentro de First 5 Merced County. Personas que requieren acomodación por cualquier discapacidad auditiva, visual o de otro tipo para revisar una agenda, o para participar en una reunión de First 5 en el Condado de Merced según la Ley de Estadounidenses con Discapacidades (ADA), pueden obtener asistencia solicitando está acomodación por escrito dirigida a 260 E. 15th Street, Merced, California 95341 o por teléfono llamando al (209) 385-7337. Cualquier solicitud debe hacerse al menos 48 horas antes de la reunión programada para la cual se solicita asistencia.
IMPORTANT NOTICE AND GUIDANCE REGARDING COVID-19 & PUBLIC HEARINGS

Based on guidance from the California Department of Public Health and the California Governor’s Office, in order to minimize the spread of the COVID-19 virus, please comply with the following:

1. Meeting location(s) will be unavailable to the public in order to limit potential transmission of COVID-19.

2. You are strongly encouraged to observe the live stream of the First 5 Merced Commission meetings remotely by visiting:

   ![Zoom Link](https://zoom.us/j/9903159652)
   Phone: (669) 900-6833
   Meeting ID: 990 315 9652

   or

   Phone: (669) 900-6833
   Meeting ID: 990 315 9652

3. If you wish to make a comment on a specific agenda item, please submit your comment via email by 3:00 p.m. on the Monday prior to the First 5 Merced Commission meeting. Please submit your comment to First 5 Merced at scott.waite@countyofmerced.com. Your comment will be placed into the record at the meeting.

4. If you are watching the live stream of the First 5 Merced Commission meeting and wish to make either a general public comment or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to scott.waite@countyofmerced.com. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item is heard will be made part of the record if received prior to the end of the meeting.

5. PUBLIC HEARINGS: Public comment during public hearings will be taken in real time via email. Once the public hearing is opened, the Commission will pause the meeting for ten minutes in order to receive emails directed at the public hearing (up to 250 words) and will read comments into the record after resuming the meeting, as time permits. Please indicate that comments are for a particular public hearing by putting “Public Hearing” in the subject line of the email and the title of the public hearing. Email comments to (scott.waite@countyofmerced.com).
2020-10-010

Approval of Minutes for the August 10, 2020 Commission Meeting
Call to Order

Commissioner Chair, Lee Lor, called the Commission Meeting to order at 3:05 pm.

Pledge of Allegiance, and Roll Call

The Pledge of Allegiance was led by: Scott Waite, First 5 Merced Executive Director

Attendance results noted above; a quorum was present.

SCHEDULED ITEMS:

Public Opportunity to Speak on Any Matter within the Commission’s Jurisdiction

Members of the public were invited to come forward to speak. No members of the public came forward to speak.

Additions/Deletions to the Agenda:

There were no additions/deletions to the agenda.
CONSENT CALENDAR:

2020-08-001 Approval of Minutes for the June 8, 2020 Commission Meeting
2020-08-002 Approval of Expenditures through June 30, 2020
2020-08-003 Approval of Expenditures through July 31, 2020

Lor asked for questions or comments from the Commissioners. There were none.

Commissioner Yvonne Brown moved to approve Items #001-003.

Motion seconded by: Commissioner Genevieve Valentine. The motion was unanimously passed with 5 in favor, 0 opposed.

Lor asked for questions or comments from the public. There were none.

Lor brought to the attention of the Commissioners that there was a delay in payments to the partners and asked Waite to give a brief explanation.

Waite explained that an employee at the Merced County Public Health Department who processes invoices got behind due to Covid-19 related duties so invoices were not paid in a timely manner. Internal control has been implemented to monitor invoices more closely. Waite also stated that there were also instances where a few checks have been processed and sent to the partners but were missing in transit. The Auditor's Office will be re-issuing checks and options are being considered for grantees to pick checks up in person.

PUBLIC HEARINGS:

2020-08-004 First 5 California Annual Report for FY 18/19

Waite gave a brief background and summary of the First 5 California Annual Report for FY 18/19. Waite pointed out that information submitted by each County is taken and are rolled into the same priority areas including demographics, age of child, primary language, etc. A statewide report is produced as a result of information submitted. Merced County is highlighted on page 39.

Lor asked for questions or comments from the Commissioners. There were none.

Lor opened up the Public Hearing at 3:14 PM. Lor closed the Public Hearing at 3:15 PM.

Commissioner Yvonnia Brown moved to approve Items #004.

Motion seconded by: Commissioner Aaron Lequiea. The motion was unanimously passed with 5 in favor, 0 opposed.
**ACTION ITEMS:**

**2020-08-005 Request for Applications (RFA) Community Engagement Event Sponsorships**

Waite gave a brief history of the RFA for community engagement event sponsorships. Waite stated that the requirements remain the same with a few minor changes to the language which will limit the person/people who can apply to the organization coordinating the event. Waite states that in the past First 5 Merced has sponsored several booths at the same event. First 5 Merced (FMC) is requesting that the coordinating agency be the requestor. Waite stated that there is also a need to sponsor online events during Covid-19. Guidance on how this will be done is being worked on. Waite stated that there have been a few requests for face-to-face event sponsorships but at this time with the pandemic, First 5 is not able to provide sponsorship in compliance with the social distancing health orders from the Merced County Public Health Department. Language around how to hold an online event is being developed so that First 5 can sponsor those events.

Lor asked for questions or comments from the Commissioners. There were none.

Lor wanted to bring to the attention that the timeframe for these items state June 2020 as the project completing timeframe and she wanted to make it clear to the public that the timeframe should read June 2021. Lor also suggested that the applications be in different colors or slightly different design to signify which application it is.

Waite will look into changing the colors of the applications so that they can be easier to differentiate.

Lor asked for questions or comments from the public. There were none.

Commissioner Yvonnia Brown moved to approve Items #005.

Motion seconded by: Commissioner Paula Smith. The motion was unanimously passed with 5 in favor, 0 opposed.

**2020-08-006 Request for Proposals (RFP) Mini-Grants**

Waite summarized the Request for Proposals Mini-Grants. Waite stated that the guidelines and criteria were updated to reflect the new Strategic Plain and the scoring rubric was also revised to reflect the mission, vision, and guiding principles set forth in the new Strategic Plan 2020-2025.
Lor asked for questions or comments from the Commissioners. There were none.

Commissioner Paula Smith moved to approve Items #006.

Motion seconded by: Commissioner Yvonnia Brown. The motion was unanimously passed with 5 in favor, 0 opposed.

**2020-08-007 Request for Proposals (RFP) Innovation Grants**

Waite went over the main components of the Request for Proposal Innovation Grants. The intent of this funding stream is to explore new programs or expanding existing programs that have not been funded in the past. This funding is similar to the G.R.O.W grant. Mini-grants are eligible for up to $100.00 each with a maximum of $300,000 in FY 20/21.

Lor asked for questions or comments from the Commissioners.

Lequia commented that he is looking forward the grant.

Y. Brown asked for clarification on grant allocation award of $100,000 per grant up to 3 recipients. Brown wants to make sure that per applicant the funding is $100,000 per year.

Waite confirmed that the allocation is $300,000 in FY 20/21 over the course of the Strategic Plan. Each grant would be eligible for $100,000 but F5MC can approve up to 3 applications.

Y. Brown asked to modify and make clear on the application that each grant is $100,000 per applicant up to 3 applicants with a maximum total of $300,000 for FY 20/21. Once the item has been approved, Waite will add a clarifying paragraph before publishing the RFP.

Lor suggested correcting some grammatical words and sentences on the application.

Lor asked for questions and comments from the public for this item and the last two items.

Monica Adrian, Merced County Office of Education Early Childhood Program Manager, asked about the rule for one agency per grant per year applied to all three items. Waite stated that this rule only applies to the Mini-Grants.

Commissioner Yvonnia Brown moved to approve Items #007.
Motion seconded by: Commissioner Paula Smith. The motion was unanimously passed with 5 in favor, 0 opposed.

**2020-08-008 Improve and Maximize Programs so All Children Thrive (IMPACT) Sub-Contractor with Merced County Office of Education**

Waite gave a brief background and summary of the IMPACT 2020 Sub-Contract with Merced County Office of Education (MCOE). Waite stated that after the 5-yr cycle, F5MC is no longer eligible to work with state funded preschools but now will be working with 101 providers focusing on family childcare providers, private centers, Family Friends and Neighbors, and alternative settings. If this item is approved, staff will develop a final budget as well as a final scope of work.

Lor asked for members at MCOE to speak on IMPACT.

Rosa Barragan, MCOE Director of Early Education, spoke about IMPACT and how she is excited for this new opportunity. Barragan praised the partnership between F5MC and MCOE and the work the childcare providers will continue to do for the next 3 years with this contract.

Christie Hendricks, MCOE Assistant Superintendent for Early Education, also praised the great partnership and the continuation of the work under IMPACT. Hendricks announced that she will be stepping down effective August 29th and handing over her work to Barragan and management at MCOE Early Education Department. Hendricks praised the continued early education work.

Smith recused herself from this item.

Lor asked for questions or comments from the Commissioners. There were none.

Lor asked for questions or comments from the public.

Samantha Thompson, shared that support to the state preschools will still continue to be funded by the state and Quality Counts (QRIS) block grant. This application is just another way to touch the entire delivery and no group serving 0-5 children are excluded from this work moving forward.

Commissioner moved to approve Items #008.

Motion seconded by: Commissioner. The motion was unanimously passed with 4 in favor, 0 opposed.
Dolly Parton’s Imagination Library

Waite presented a PowerPoint and gave details on the Dolly Parton’s Imagination Library program.

Lor asked for questions or comments from the Commissioners.

Y. Brown commented that this a great opportunity for the community and for the children to be enriched with additional resources. Brown thanks F5MC for placing this item on the agenda.

Lor asked if staff knew the number of eligible students in the upcoming school year in Merced County.

Waite states that he does not know the number of eligible students in the upcoming school year but he did use the estimated population census in the Strategic Plan which came out to about 20,000 0-5 children. There are technically 24,000 children right up to until they turn 6 years old. This program is designed for children 0-5, in which the children age out at age 5 years old.

Lor asked if there was a way for families when they are signing up for books to select a book in a different language besides their own.

Waite stated that the languages available at this time are English and Spanish and the text is bilingual in the books. The Dolly Parton’s Imagination Library regional coordinator is looking into expanding their library in different languages. Waite stated that F5MC staff have identified that Merced County has other key languages in the community. Waite stated that if low cost books in other languages can be identified, books in other key languages can be distributed to the Merced County communities.

Lor asked if there was a current mechanism used to evaluate the success.

Waite stated that there is not a process or mechanism to track the success yet. F5MC will be looking at communities and working with the evaluator to set up a plan before launching on how to capture the information at the end of the first year of the program.

Lor asked if the state match had any restrictions or criteria for the match.

Waite stated that there is no criteria released yet.

Lor asked for questions or comments from the public.

Adrian asked how it is tracked if the children live in the county. Waite stated that parents register online and will be alerted if their address is not within Merced County and will be
referred to the program in their county or the nearest county. Each age group will get a developmentally age appropriate book for that child in the family.

Barragan thanked Scott for making this program possible for Merced County.

Ismael Munoz asked if this program is currently active for parents to start applying.

Waite stated that after the item is approved and has gone through the appropriate channels the timeline will be to publicize this program in September and the first book distribution in October. After that books will be sent out regularly monthly. Launch materials will be developed and sent home and returned to F5MC to get the children enrolled or parents can enroll through the website.

Lor read a question through the chat on Zoom that asked if the children will automatically be registered through their school.

Waite stated that currently the children will not be registered through the schools because the parents will have to give consent to be enrolled in the program. The schools can distribute the books but the parents will have to register the children.

Lor asked for Scott to touch on F5MC branding of the books.

Waite stated that the books are published nationally so there is no individual branding but F5MC can brand distribution materials.

Thompson asked if children will be getting the same books each month.

Waite stated that every child will get a book appropriate for their age and the month. The books are based on the age of the child and the month.

Thompson wanted to know if there was a list of books that can be shared with Preschool teachers. Waite stated that there is book list available online.

Lor asked how the age and eligibility of the children is verified. Waite will ask the regional partners and representative of the program.

Munoz asked when the child can enter the program. Waite stated that the children can enter at any time.

Commissioner Yvonnia Brown moved to approve Items #009.

Motion seconded by: Commissioner Aaron Lequia. The motion was unanimously passed with 5 in favor, 0 opposed.
INFORMATIONAL AGENDA ITEMS

Staff Report

Waite gave a brief report on the August 2020 Staff Report.

Commissioner Reports

There were no commissioner reports.

Waite informed the Commissioners that he will be out for medical reasons for the next few weeks.

Meeting adjourned at 4:27 PM.

The next regularly scheduled meeting will be held on:

Monday, September 14, 2020
3:00 PM
Location: ZOOM online (unless otherwise stated by State of California COVID-19 Guidance on Group Meetings)
2020-10-011

Approval of Expenditure through August 31, 2020
### Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>Projection</th>
<th>Encumbered</th>
<th>Monthly Deposits</th>
<th>Cumulative Totals</th>
<th>Balance Pending</th>
<th>Percentages Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prop 10 Revenues</td>
<td>$ 2,380,519</td>
<td>NA</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 2,380,519</td>
<td>0.0%</td>
</tr>
<tr>
<td>Prop 56 Revenues</td>
<td>$ 200,000</td>
<td>NA</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 200,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>IMPACT</td>
<td>$ 358,515</td>
<td>NA</td>
<td>$ -</td>
<td>$ (459,417)</td>
<td>$ 817,932</td>
<td>-128.1%</td>
</tr>
<tr>
<td>Interest</td>
<td>$ 200,000</td>
<td>NA</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 200,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Aid from Other Govt. Agencies</td>
<td>$ -</td>
<td>NA</td>
<td>$ -</td>
<td>$ -</td>
<td>0</td>
<td>0.0%</td>
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<tr>
<td>Other Revenue</td>
<td>$ -</td>
<td>NA</td>
<td>$ -</td>
<td>$ -</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>$ 3,139,034</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>- (459,417)</strong></td>
<td><strong>$ 3,598,451</strong></td>
<td><strong>-14.6%</strong></td>
</tr>
</tbody>
</table>

### Operating Expenses

#### Salary & Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year Appropriated</th>
<th>PO Encumbrance</th>
<th>Monthly Expenditures</th>
<th>Cumulative Expenditures</th>
<th>CY Balance Remaining</th>
<th>Percentages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary and Wages</td>
<td>$ 451,337</td>
<td>$ -</td>
<td>$ 20,262</td>
<td>$ 33,342</td>
<td>$ 417,995</td>
<td>7.4%</td>
</tr>
<tr>
<td>Vacation/Sick Leave Payout</td>
<td>$ 8,800</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 8,800</td>
<td>0.0%</td>
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<tr>
<td>Retirement</td>
<td>$ 240,011</td>
<td>$ -</td>
<td>$ 10,102</td>
<td>$ 16,607</td>
<td>$ 223,404</td>
<td>6.9%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$ 167,525</td>
<td>$ -</td>
<td>$ 5,632</td>
<td>$ 9,280</td>
<td>$ 158,245</td>
<td>5.5%</td>
</tr>
<tr>
<td>Worker's Comp.</td>
<td>$ 5,568</td>
<td>$ -</td>
<td>$ 245</td>
<td>$ 403</td>
<td>$ 5,165</td>
<td>7.2%</td>
</tr>
<tr>
<td><strong>Total Salaries &amp; Benefits</strong></td>
<td><strong>$ 873,241</strong></td>
<td><strong>-</strong></td>
<td><strong>36,261</strong></td>
<td><strong>59,632</strong></td>
<td><strong>813,609</strong></td>
<td><strong>6.8%</strong></td>
</tr>
</tbody>
</table>

#### Operations

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year Appropriated</th>
<th>PO Encumbrance</th>
<th>Monthly Expenditures</th>
<th>Cumulative Expenditures</th>
<th>CY Balance Remaining</th>
<th>Percentages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communications</td>
<td>$ 4,463</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 4,463</td>
<td>0.0%</td>
</tr>
<tr>
<td>Household Expense</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.0%</td>
</tr>
<tr>
<td>Insurance - General Liability</td>
<td>$ 3,313</td>
<td>$ -</td>
<td>$ 146</td>
<td>$ 240</td>
<td>$ 3,073</td>
<td>7.2%</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ 2,280</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 2,280</td>
<td>0.0%</td>
</tr>
<tr>
<td>Memberships</td>
<td>$ 6,500</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 6,500</td>
<td>0.0%</td>
</tr>
<tr>
<td>Office Expense</td>
<td>$ 9,000</td>
<td>$ 339</td>
<td>$ 10</td>
<td>$ 10</td>
<td>$ 8,652</td>
<td>0.1%</td>
</tr>
<tr>
<td>Professional Special Svc Audits</td>
<td>$ 12,030</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 12,030</td>
<td>0.0%</td>
</tr>
<tr>
<td>Professional Special Svc Contracts</td>
<td>$ 15</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 15</td>
<td>0.0%</td>
</tr>
<tr>
<td>Professional Special Svc Other</td>
<td>$ 52,765</td>
<td>$ -</td>
<td>$ 1,280</td>
<td>$ 1,280</td>
<td>$ 51,485</td>
<td>2.4%</td>
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<tr>
<td>Publication and Legal Notice</td>
<td>$ 2,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 2,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Rents and Leases</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>Special Department Expense</td>
<td>$ 37,500</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 37,500</td>
<td>0.0%</td>
</tr>
<tr>
<td>Special Dept. Expense Cost Alloc.</td>
<td>$ 49,406</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 49,406</td>
<td>0.0%</td>
</tr>
<tr>
<td>Special Department Expense Insurance</td>
<td>$ 8,318</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 8,318</td>
<td>0.0%</td>
</tr>
<tr>
<td>Special Department Expense Software</td>
<td>$ 2,280</td>
<td>$ 210</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 2,070</td>
<td>0.0%</td>
</tr>
<tr>
<td>Transportation and Travel</td>
<td>$ 22,650</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 22,650</td>
<td>0.0%</td>
</tr>
<tr>
<td>Transportation and Travel-Staff Development</td>
<td>$ 900</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 900</td>
<td>0.0%</td>
</tr>
<tr>
<td>Utilities</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>Intrafund Transfer In</td>
<td>$ (95,091)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ (95,091)</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Operations</strong></td>
<td><strong>$ 118,329</strong></td>
<td><strong>549</strong></td>
<td><strong>1,436</strong></td>
<td><strong>1,530</strong></td>
<td><strong>116,250</strong></td>
<td><strong>6.8%</strong></td>
</tr>
</tbody>
</table>

### Program Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year Appropriated</th>
<th>PO Encumbrance</th>
<th>Monthly Expenditures</th>
<th>Cumulative Expenditures</th>
<th>CY Balances Remaining</th>
<th>Percentages Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>IMPACT</td>
<td>$ 595,796</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 595,796</td>
<td>0.0%</td>
</tr>
<tr>
<td>Community Initiatives</td>
<td>$ 2,768,530</td>
<td>$ 208,863</td>
<td>$ 3,233</td>
<td>$ (40,505)</td>
<td>$ 2,600,172</td>
<td>-1.5%</td>
</tr>
<tr>
<td><strong>Total Program Expenses</strong></td>
<td><strong>$ 3,364,326</strong></td>
<td><strong>208,863</strong></td>
<td><strong>3,233</strong></td>
<td><strong>(40,505)</strong></td>
<td><strong>3,195,968</strong></td>
<td><strong>0.5%</strong></td>
</tr>
</tbody>
</table>

### Trust Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>Beginning Fund Balance</th>
<th>Total Monthly Revenues</th>
<th>Total Monthly Expenditures</th>
<th>Ending Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 12,651,945</td>
<td>$ -</td>
<td>$ 40,929</td>
<td>$ 12,611,015</td>
</tr>
</tbody>
</table>
2020-10-012

Approval of Expenditure through September 30, 2020
## Revenues

<table>
<thead>
<tr>
<th>Source</th>
<th>Projection</th>
<th>Encumbered</th>
<th>Monthly Deposits</th>
<th>Cumulative Totals</th>
<th>Balance Pending</th>
<th>Percentage Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prop 10 Revenues</td>
<td>$2,751,765</td>
<td>NA</td>
<td>$182,949</td>
<td>$182,949</td>
<td>$2,568,816</td>
<td>6.6%</td>
</tr>
<tr>
<td>Prop 56 Revenues</td>
<td>$200,000</td>
<td>NA</td>
<td>$ -</td>
<td>-</td>
<td>$200,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>IMPACT</td>
<td>$428,115</td>
<td>NA</td>
<td>$87,500</td>
<td>(371,917)</td>
<td>$800,032</td>
<td>-66.9%</td>
</tr>
<tr>
<td>Interest</td>
<td>$200,000</td>
<td>NA</td>
<td>$43,178</td>
<td>$43,178</td>
<td>$156,822</td>
<td>0.8%</td>
</tr>
<tr>
<td>Aid from Other Govt. Agencies</td>
<td>$ -</td>
<td>NA</td>
<td>$ -</td>
<td>$ -</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>$ -</td>
<td>NA</td>
<td>$ -</td>
<td>$ -</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>$3,579,880</strong></td>
<td><strong>$313,627</strong></td>
<td><strong>$145,790</strong></td>
<td><strong>$3,725,670</strong></td>
<td><strong>-4.1%</strong></td>
<td></td>
</tr>
</tbody>
</table>

## Operating Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Year Appropriated</th>
<th>PO Encumbrance</th>
<th>Monthly Expenditures</th>
<th>Cumulative Expenditures</th>
<th>CY Balance Remaining</th>
<th>Percentage Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary and Wages</td>
<td>$451,337</td>
<td>$20,282</td>
<td>$53,623</td>
<td>$397,714</td>
<td>11.9%</td>
<td></td>
</tr>
<tr>
<td>Retirement</td>
<td>$246,869</td>
<td>$10,102</td>
<td>$26,709</td>
<td>$220,160</td>
<td>10.8%</td>
<td></td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$166,277</td>
<td>$5,632</td>
<td>$14,911</td>
<td>$151,366</td>
<td>9.0%</td>
<td></td>
</tr>
<tr>
<td>Worker's Comp.</td>
<td>$4,832</td>
<td>$245</td>
<td>$649</td>
<td>$4,183</td>
<td>13.4%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Salaries &amp; Benefits</strong></td>
<td><strong>$878,115</strong></td>
<td><strong>$36,261</strong></td>
<td><strong>$95,893</strong></td>
<td><strong>$782,222</strong></td>
<td><strong>10.9%</strong></td>
<td></td>
</tr>
</tbody>
</table>

## Operations

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Year Appropriated</th>
<th>PO Encumbrance</th>
<th>Monthly Expenditures</th>
<th>Cumulative Expenditures</th>
<th>CY Balance Remaining</th>
<th>Percentage Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communications</td>
<td>$4,463</td>
<td>$319</td>
<td>$319</td>
<td>$4,144</td>
<td>7.1%</td>
<td></td>
</tr>
<tr>
<td>Insurance - General Liability</td>
<td>$4,556</td>
<td>$146</td>
<td>$386</td>
<td>$4,170</td>
<td>8.5%</td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>$2,280</td>
<td>$-</td>
<td>$-</td>
<td>$2,280</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Memberships</td>
<td>$6,630</td>
<td>$-</td>
<td>$6,630</td>
<td>$2,280</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Office Expense</td>
<td>$9,000</td>
<td>$339</td>
<td>$348</td>
<td>$8,652</td>
<td>3.9%</td>
<td></td>
</tr>
<tr>
<td>Professional Special Svc Audits</td>
<td>$12,030</td>
<td>$-</td>
<td>$-</td>
<td>$12,030</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Professional Special Svc Contracts</td>
<td>$15</td>
<td>$-</td>
<td>$-</td>
<td>$15</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Professional Special Svc Other</td>
<td>$52,765</td>
<td>$2</td>
<td>$1,282</td>
<td>$51,483</td>
<td>2.4%</td>
<td></td>
</tr>
<tr>
<td>Publication and Legal Notice</td>
<td>$2,000</td>
<td>$-</td>
<td>$2,000</td>
<td>$2,000</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Special Department Expense</td>
<td>$37,500</td>
<td>$20</td>
<td>$20</td>
<td>$37,480</td>
<td>0.1%</td>
<td></td>
</tr>
<tr>
<td>Special Dept. Expense Cost Alloc.</td>
<td>$49,406</td>
<td>$-</td>
<td>$-</td>
<td>$49,406</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Special Department Expense Insurance</td>
<td>$8,318</td>
<td>$-</td>
<td>$8,318</td>
<td>$2,280</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Special Department Expense Software</td>
<td>$2,280</td>
<td>$210</td>
<td>$2,280</td>
<td>$2,280</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Transportation and Travel</td>
<td>$22,650</td>
<td>$546</td>
<td>$546</td>
<td>$22,104</td>
<td>2.4%</td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>$900</td>
<td>$-</td>
<td>$900</td>
<td>$900</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Intrafund Transfer In</td>
<td>$(95,091)</td>
<td>$-</td>
<td>$(95,091)</td>
<td>-</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Operations</strong></td>
<td><strong>$119,702</strong></td>
<td><strong>$210</strong></td>
<td><strong>$1,372</strong></td>
<td><strong>$2,901</strong></td>
<td><strong>$116,590</strong></td>
<td><strong>2.4%</strong></td>
</tr>
</tbody>
</table>

## Program Expenses

<table>
<thead>
<tr>
<th>Program</th>
<th>Current Year Appropriated</th>
<th>PO Encumbrance</th>
<th>Monthly Expenditures</th>
<th>Cumulative Expenditures</th>
<th>CY Balances Remaining</th>
<th>Percentage Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>IMPACT</td>
<td>$595,796</td>
<td>$42</td>
<td>$-</td>
<td>$-</td>
<td>$595,754</td>
<td>0.0%</td>
</tr>
<tr>
<td>Home Visiting Coordination</td>
<td>$200,000</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$200,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Early Literacy/Math</td>
<td>$220,000</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$220,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Community Initiatives</td>
<td>$2,365,362</td>
<td>$193,768</td>
<td>$15,095</td>
<td>$(25,410)</td>
<td>$2,197,004</td>
<td>-1.1%</td>
</tr>
<tr>
<td><strong>Total Program Expenses</strong></td>
<td><strong>$3,381,158</strong></td>
<td><strong>$193,810</strong></td>
<td><strong>15,095</strong></td>
<td><strong>(25,410)</strong></td>
<td><strong>$3,212,758</strong></td>
<td><strong>-0.8%</strong></td>
</tr>
</tbody>
</table>

**TOTAL**                         | **$4,378,975**            | **$194,020**   | **$52,728**          | **$73,384**             | **$4,111,571**       | **1.7%**             |

## Trust Fund Balance

<table>
<thead>
<tr>
<th>Category</th>
<th>Beginning Fund Balance</th>
<th>Total Monthly Revenues</th>
<th>Total Monthly Expenditures</th>
<th>Ending Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$12,476,572</td>
<td>$313,627</td>
<td>$52,728</td>
<td>$12,737,471</td>
</tr>
</tbody>
</table>

**SEPTEMBER 2020**
2020-10-013

Public Hearing:
First 5 Merced County
Annual Audit FY 19/20
AGENDA ITEM: Public Hearing Annual Audit for FY 2019/2020

A. Background/History:
   Proposition 10 legislation requires that the audit be transmitted to the First 5 California, and
   the State Controller’s Office by October 31st of each year, and that the reports be made
   available to the public on request at no cost.

   To that end, Commission Staff had an audit report prepared by Brown Armstrong Certified
   Public Accounts, with consultation with the Department of Public Health, County Auditor’s
   Office and First 5 Merced Staff. A public hearing for this audit report is being conducted to
   meet Health and Safety Code 130140 (G)

   “The requirement that the county commission prepare and adopt an annual audit and report
   pursuant to Section 130150. The county commission shall conduct at least one public hearing
   prior to adopting any annual audit and report.”

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:
   Commission staff is requesting the Commission conduct a public hearing for the First 5
   Merced Annual Audit for the period July 1, 2019 through June 30, 2020.

C. Timeframe:
   The Audit Report for Fiscal Year 2019-2020 will be submitted to First 5 California by the
   October 31st deadline.

D. Costs:
   There are no additional costs associated with this agenda item.

E. Staff Recommendation:
   Commission staff is requesting the Commission conduct a public hearing regarding the
   Annual Audit for the period July 1, 2019 through June 30, 2020.

F. Attachments:
   - DRAFT FY 2019-2020 Financial Audit by Brown Armstrong CPAs
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Auditor’s Report</td>
<td>1-2</td>
</tr>
<tr>
<td>Management’s Discussion and Analysis</td>
<td>3-7</td>
</tr>
<tr>
<td><strong>Basic Financial Statements:</strong></td>
<td></td>
</tr>
<tr>
<td>Government-Wide Financial Statements:</td>
<td></td>
</tr>
<tr>
<td>Statement of Net Position</td>
<td>8</td>
</tr>
<tr>
<td>Statement of Activities</td>
<td>9</td>
</tr>
<tr>
<td>Fund Financial Statements:</td>
<td></td>
</tr>
<tr>
<td>General Fund Balance Sheet</td>
<td>10</td>
</tr>
<tr>
<td>Reconciliation of the General Fund Balance Sheet to the Statement of Net Position</td>
<td>11</td>
</tr>
<tr>
<td>General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance</td>
<td>12</td>
</tr>
<tr>
<td>Reconciliation of the Changes in Fund Balance to the Changes in Net Position</td>
<td>13</td>
</tr>
<tr>
<td>General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual</td>
<td>14</td>
</tr>
<tr>
<td>Notes to the Financial Statements</td>
<td>15-38</td>
</tr>
<tr>
<td><strong>Required Supplementary Information:</strong></td>
<td></td>
</tr>
<tr>
<td>Schedule of the Proportionate Share of the Net Pension Liability</td>
<td>39</td>
</tr>
<tr>
<td>Schedule of Pension Contributions</td>
<td>40</td>
</tr>
<tr>
<td>Schedule of Changes in the Commission’s Proportionate Share of the Net OPEB Liability and Related Ratios</td>
<td>41</td>
</tr>
<tr>
<td>Schedule of OPEB Contributions</td>
<td>42</td>
</tr>
</tbody>
</table>
Other Reports:

Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards ........................................ 43-44

Independent Auditor’s Report on State Compliance .................................................................. 45-46

Schedule of Findings and Recommendations ........................................................................... 47

Status of Prior Year Findings and Recommendations ................................................................. 48
INDEPENDENT AUDITOR'S REPORT

To the Honorable Board of Supervisors
County of Merced, California

To the Honorable Board of Commissioners
First 5 Merced County Children and
Families Commission

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the general fund of the First 5 Merced County Children and Families Commission (the Commission), a component unit of the County of Merced, as of and for the fiscal year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Commission’s basic financial statements as listed in the table of contents.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Commission’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the Commission, as of June 30, 2020, and the respective changes in financial position thereof, and the respective budgetary comparison for the general fund for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis on pages 3 – 7, schedule of the proportionate share of the net pension liability on page 38, schedule of pension contributions on page 39, schedule of changes in the Commission’s portion of the net other postemployment benefits (OPEB) liability and related ratios on page 40, and schedule of OPEB contributions on page 41, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by Government Auditing Standards**

In accordance with Government Auditing Standards, we have also issued our report dated __________, 2020, on our consideration of the Commission’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Commission’s internal control over financial reporting and compliance.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Bakersfield, California 
__________, 2020
FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION
MANAGEMENT’S DISCUSSION AND ANALYSIS (MD&A)
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

INTRODUCTION

First 5 Merced County Children and Families Commission (the Commission) is funded primarily by tax on tobacco products as established by Proposition 10, passed in 1998. All tax revenues are distributed to the First 5 California Children and Families Commission (First 5 California) who utilizes 20% of those revenues and distributes the remainder to local First 5 county commission formed by local ordinances after Proposition 10 was adopted. The County of Merced (the County) originally adopted its county ordinance establishing the Commission on December 14, 1998 (Ordinance 1614). That ordinance has been superseded by Ordinance 1747, adopted by the Merced County Board of Supervisors on March 19, 2002. Funds are disbursed to the County by First 5 California based upon the number of children born to mothers with a residence in the County. The revenue from this tax is to be used for tobacco education and cessation programs and for programs that promote, support, and improve the early development of children from conception through age five. The intent is for California children to be healthy, to live in a healthy and supportive family environment, and to enter school ready to learn.

The Commission has developed a Strategic Plan to guide how funds are disbursed for this purpose. The Commission has adopted initiatives that set aside funding for implementation of certain goals from the Strategic Plan. A three-year financial plan supplements and operationalizes the Strategic Plan and any accompanying initiatives.

This discussion and analysis of the Commission’s financial performance provides an overview of the financial activities for the fiscal year ended June 30, 2020. It should be read in conjunction with the Commission’s financial statements, which follow this section.

The Management’s Discussion and Analysis (MD&A) is an element of the reporting model adopted by the Governmental Accounting Standards Board (GASB) in its Statement No. 34, Basic Financial Statements – and Management Discussion and Analysis – for State and Local Governments, issued June 1999, and GASB Statement No. 37, Basic Financial Statements – and Management Discussion and Analysis – for State and Local Governments: Omnibus, an amendment to GASB Statements No. 21 and No. 34, issued in June 2001.

FINANCIAL HIGHLIGHTS

- Total net position was $12,272,490 as of June 30, 2020.
- Total liabilities totaled $1,721,239.
- Revenues were $3,922,148. Expenses totaled $1,902,543, reflecting an increase in net position of $2,018,605.
OVERVIEW OF FINANCIAL STATEMENTS

This annual report consists of three parts – the MD&A (this section), the basic financial statements, and the required supplementary information. The three sections together provide a comprehensive overview of the Commission. The basic financial statements are comprised of two kinds of statements that present financial information from different perspectives:

- **Government-wide financial statements**, which comprise the first two statements, provide both short-term and long-term information about the Commission’s overall financial position.
- **Fund financial statements** focus on reporting the individual parts of the Commission’s operations in more detail. The fund financial statements comprise the remaining statements. Governmental fund financial statements tell how general governmental services were financed in the short-term as well as what remains for future spending.

The financial statements also include notes that explain some of the information in the statements and provide more detailed data. The basic financial statements are followed by a section of required supplementary information that further explains and supports the financial statements.

**Government-Wide Financial Statements**

The government-wide financial statements report information about the Commission as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the Commission’s assets, deferred outflows of resources, liabilities, and deferred inflows of resources. All of the current year’s revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The two government-wide financial statements report the Commission’s net position and how it has changed. Net position – the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources – is one way to measure the financial health and position of the Commission.

- Over time, increases or decreases in the Commission’s net position are an indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the Commission, one needs to consider additional non-financial factors such as decreases in Proposition 10 tax revenue due to decreased tobacco sales.

The government-wide financial statements of the Commission include governmental activities.

**Fund Financial Statements**

The fund financial statements provide more detailed information about the Commission’s most significant fund – not the Commission as a whole. Funds are accounting devices that the Commission uses to keep track of specific sources of funding and spending for particular programs. Some funds are required to be established by state law and by bond covenants. The Commission establishes other funds to control and manage money for particular purposes or to show that the Commission is meeting a legal responsibility for using certain revenues. The Commission has only one kind of fund:

- **Governmental funds** – All of the Commission’s basic services are included in governmental funds, which generally focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds financial statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the Commission’s programs.
FINANCIAL ANALYSIS OF THE COMMISSION AS A WHOLE

The Commission’s combined net position was $12,272,490 and $10,253,885 at June 30, 2020 and 2019, respectively. See Table 1.

Table 1:
Net Position

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2020</th>
<th>June 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Assets</td>
<td>$13,773,921</td>
<td>$11,636,449</td>
</tr>
<tr>
<td>Noncurrent Assets</td>
<td>1,205</td>
<td>1,464</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>13,775,126</td>
<td>11,637,913</td>
</tr>
<tr>
<td><strong>Deferred Outflows of Resources</strong></td>
<td>232,738</td>
<td>241,290</td>
</tr>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td>587,642</td>
<td>488,788</td>
</tr>
<tr>
<td>Long-Term Liabilities</td>
<td>1,133,597</td>
<td>1,110,683</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>1,721,239</td>
<td>1,599,471</td>
</tr>
<tr>
<td><strong>Deferred Inflows of Resources</strong></td>
<td>14,135</td>
<td>25,846</td>
</tr>
<tr>
<td><strong>Net Position</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Investment in Capital Assets</td>
<td>1,205</td>
<td>1,464</td>
</tr>
<tr>
<td>Restricted</td>
<td>12,271,285</td>
<td>10,252,421</td>
</tr>
<tr>
<td><strong>Total Net Position</strong></td>
<td>$12,272,490</td>
<td>$10,253,885</td>
</tr>
</tbody>
</table>

Changes in Net Position

The Commission’s total revenues were $3,922,148 and $3,452,156 for the fiscal years ended June 30, 2020 and 2019, respectively. The revenues come from a tax on tobacco products implemented by Proposition 10 (1998) and collected and distributed by First 5 California.

The total costs of all programs and services were $1,902,543 and $1,867,111 for the fiscal years ended June 30, 2020 and 2019, respectively. The Commission’s expenses are predominately related to funding organizations to provide services for children ages 0 to 5 and their families. The remaining expenses were for internally operated programs, administrative activities, program expenses, and evaluation services.
Table 2:
Changes in Net Position

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2020</th>
<th>June 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Revenues</td>
<td>$ 3,521,859</td>
<td>$ 3,062,989</td>
</tr>
<tr>
<td>General Revenues</td>
<td>400,289</td>
<td>389,167</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>3,922,148</td>
<td>3,452,156</td>
</tr>
<tr>
<td>Expenses</td>
<td>1,902,543</td>
<td>1,867,111</td>
</tr>
<tr>
<td>Change in Net Position before Transfers</td>
<td>2,019,605</td>
<td>1,585,045</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>(1,000)</td>
<td>-</td>
</tr>
<tr>
<td>Change in Net Position</td>
<td>2,018,605</td>
<td>1,585,045</td>
</tr>
<tr>
<td>Net Position - Beginning of Year</td>
<td>10,253,885</td>
<td>8,668,840</td>
</tr>
<tr>
<td>Net Position - End of Year</td>
<td>$ 12,272,490</td>
<td>$ 10,253,885</td>
</tr>
</tbody>
</table>

FINANCIAL ANALYSIS OF THE COMMISSION’S GENERAL FUND

For the fiscal year ended June 30, 2020, the Commission reported an ending fund balance of $13,186,279, an increase of $2,038,618 from the prior year fund balance. This increase represents the amount of revenues in excess of expenditures for the fiscal year ended June 30, 2020.

General Fund Budgetary Highlights

Budget comparisons for Proposition 10 revenue and expenditures reveal some variances from previous spending trends. The variances are due to a variety of factors such as:

- General Salaries and Benefits
  - Actual expenditures were less than anticipated due to staff vacancies that resulted in expenditures below expectations. This resulted in reduced salary and benefits expenditures.

- General Supplies and Services
  - Actual expenditures were less than budgeted largely due to lower than expected professional development/training and consultant services projections that were not fully expended.

- Commission/Community supplies and service
  - Actual expenditures were less than budgeted largely due to the less contract payments related to school districts that were affected by the stay at home orders for the COVID-19 pandemic.

A schedule of the Commission’s original and final budget amounts compared with actual revenues and expenses is provided in the audited financial report.
CAPITAL ASSETS

The Commission’s investment in capital assets for its governmental activities as of June 30, 2020, amounts to $1,205 (net of accumulated depreciation). This investment in capital assets is made of equipment. At the end of the contract term plus the 6-month extension term, contractors were required to abide by the Equipment clause within the contract which states, “Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expenses pursuant to the budget document attached as Exhibit B, having a useful life of three (3) years or greater or a value in excess of $5,000, shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the Commission at the termination of this Agreement unless the Commission, at its sole discretion, makes an alternative disposition.”

Table 3:
Capital Assets (net of depreciation)  

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>$ 1,205</td>
</tr>
<tr>
<td>Total</td>
<td>$ 1,205</td>
</tr>
</tbody>
</table>

Additional information on the Commission’s capital assets can be found in Notes 1D and 7 of this report.

ECONOMIC FACTORS AND NEXT YEAR’S BUDGETS

The budgeting and expenditures for the 2020-21 fiscal year were planned within the County guidelines, in accordance with the Commission’s annual budget and Long Range Financial Plan protocols, and approved by the First 5 Commission. The Long Range Financial Plan was comprehensively reviewed and revised with updated revenue projections through this Strategic Planning term ending in 2025. The next two years of financial planning intentionally matches and relates to the terms of the current Strategic Plan.

The plan also identifies a financial contingency amount, which is preserved from available funds to account for unexpected or emerging trends/occurrences.

The 2020/21 budget is stable and fundamentally supports the current contracted amounts. It is important to note, revenues continue to decline, however, payments for expenditures are better aligned with projected revenue. The trending decline in revenues is due to a decline in the use of tobacco products in California.

CONTACTING THE COMMISSION’S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, parents, participants, investors, and creditors with a general overview of the Commission’s finances and to demonstrate the Commission’s accountability for the money it receives. If you have questions about this report, or need additional financial information, contact Mr. Scott Waite, Executive Director, First 5 Merced County Children and Families Commission, 260 E. 15th Street, Merced, California 95341 (209-385-7337).
### FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION
STATEMENT OF NET POSITION
JUNE 30, 2020

#### ASSETS
Current assets:
- Cash and cash equivalents: $12,970,549
- Accounts receivable: 803,372

Total current assets: 13,773,921

Capital assets, depreciable, net: 1,205

Total assets: 13,775,126

#### DEFERRED OUTFLOWS OF RESOURCES
- Deferred pensions: 199,577
- OPEB: 33,161

Total deferred outflows of resources: 232,738

#### LIABILITIES
Current liabilities:
- Accounts payable: 561,342
- Due to the County of Merced (the County): 14,023
- Accrued payroll: 12,277

Long-term liabilities:
- Due within one year:
  - Compensated absences: 5,317
- Due in more than one year:
  - Net pension liability: 1,031,877
  - Compensated absences: 19,058
  - OPEB: 77,345

Total liabilities: 1,721,239

#### DEFERRED INFLOWS OF RESOURCES
- Deferred pensions: 5,832
- OPEB: 8,303

Total deferred inflows of resources: 14,135

#### NET POSITION
- Net investment in capital assets: 1,205
- Restricted: 12,271,285

Total net position: $12,272,490

The accompanying notes are an integral part of these financial statements.
# FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

## Net (Expense) and Revenue and Changes in Net Position

<table>
<thead>
<tr>
<th>Functions/Programs</th>
<th>Expenses</th>
<th>Program Revenues</th>
<th>Operating Grants and Contributions</th>
<th>Governmental Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child development services</td>
<td>$1,902,543</td>
<td>$3,521,859</td>
<td>$1,619,316</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$1,902,543</td>
<td>$3,521,859</td>
<td>1,619,316</td>
<td></td>
</tr>
</tbody>
</table>

General revenues:
- Interest and investment earnings: $399,289
- Miscellaneous income: $1,000
- Transfer out: $(1,000)

Change in net position: $2,018,605

Net position - beginning of year: $10,253,885

Net position - end of year: $12,272,490

The accompanying notes are an integral part of these financial statements.
ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$12,970,549</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>803,372</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td><strong>$13,773,921</strong></td>
</tr>
</tbody>
</table>

LIABILITIES AND FUND BALANCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts payable</td>
<td>$561,342</td>
</tr>
<tr>
<td>Due to the County</td>
<td>14,023</td>
</tr>
<tr>
<td>Accrued payroll</td>
<td>12,277</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>587,642</strong></td>
</tr>
<tr>
<td>Fund balance</td>
<td></td>
</tr>
<tr>
<td>Committed</td>
<td>4,459,506</td>
</tr>
<tr>
<td>Assigned</td>
<td>8,726,773</td>
</tr>
<tr>
<td><strong>Total fund balance</strong></td>
<td><strong>13,186,279</strong></td>
</tr>
<tr>
<td><strong>Total liabilities and fund balance</strong></td>
<td><strong>$13,773,921</strong></td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these financial statements.
Reconciliation of the General Fund Balance Sheet
to the Statement of Net Position:

Total fund balance $ 13,186,279

Capital assets used in governmental activities are not financial
resources and, therefore, are not reported in the general fund
(net of accumulated depreciation of $91,042).

Long-term liabilities are not due in the current period and, therefore,
are not included in the general fund.

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net pension liability</td>
<td>(1,031,877)</td>
</tr>
<tr>
<td>Compensated absences</td>
<td>(24,375)</td>
</tr>
<tr>
<td>OPEB</td>
<td>(77,345)</td>
</tr>
<tr>
<td>Total long-term liabilities not included in the general fund</td>
<td>(1,133,597)</td>
</tr>
</tbody>
</table>

Deferred outflows of resources - Deferred pensions ($199,577),
Deferred outflows of resources - OPEB ($33,161),
Deferred inflows of resources - Deferred pensions ($5,832), and
Deferred inflows of resources - OPEB ($8,303)
are not included in the general fund; the net effect is a increase of
($218,603).

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred outflows of resources - Deferred pensions</td>
<td>(199,577)</td>
</tr>
<tr>
<td>Deferred outflows of resources - OPEB</td>
<td>(33,161)</td>
</tr>
<tr>
<td>Deferred inflows of resources - Deferred pensions</td>
<td>(5,832)</td>
</tr>
<tr>
<td>Deferred inflows of resources - OPEB</td>
<td>(8,303)</td>
</tr>
<tr>
<td>Total net position - governmental activities</td>
<td>$ 12,272,490</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these financial statements.
FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION
GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

<table>
<thead>
<tr>
<th>Revenues:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Intergovernmental - State Proposition 10 tax</td>
<td>$2,872,110</td>
</tr>
<tr>
<td>Gain from investment activities</td>
<td>399,289</td>
</tr>
<tr>
<td>Other revenue - Proposition 56 backfill</td>
<td>649,749</td>
</tr>
<tr>
<td>Other revenue</td>
<td>1,000</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td><strong>3,922,148</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and benefits</td>
<td>364,151</td>
</tr>
<tr>
<td>Supplies and services</td>
<td>191,645</td>
</tr>
<tr>
<td>First 5 Impact supplies and services</td>
<td>282,730</td>
</tr>
<tr>
<td>Commission/Community salaries and benefits</td>
<td>180,785</td>
</tr>
<tr>
<td>Commission/Community supplies and services</td>
<td>863,219</td>
</tr>
<tr>
<td><strong>Total expenditures</strong></td>
<td><strong>1,882,530</strong></td>
</tr>
</tbody>
</table>

| Excess of revenues over expenditures             | 2,039,618 |
| Transfer out                                     | 1,000   |
| **Net change in fund balance**                   | **2,038,618** |
| Fund balance - beginning of year                 | 11,147,661 |
| Fund balance - end of year                       | $13,186,279 |
First 5 Merced County
Children and Families Commission
Reconciliation of the Changes in Fund Balance
To the Changes in Net Position
For the Fiscal Year Ended June 30, 2020

Reconciliation of the General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance to the Statement of Activities:

Net change in fund balance - general fund $ 2,038,618

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation ($258) exceeded capital outlay ($0) in the current period. (258)

Long-term liabilities are not due during the current year and, therefore, are not recorded in the general fund. This is the amount by which long-term liabilities decreased in the current period. (22,914)

Change in Deferred outflows of resources - Deferred pensions ($16,924), Deferred outflows of resources - OPEB $8,372, Deferred inflows of resources - Deferred pensions $15,987, and Deferred inflows of resources - OPEB ($4,276) are not included in the general fund; the net effect is an increase of $3,159.

Change in net position of governmental activities $ 2,018,605

The accompanying notes are an integral part of these financial statements.
# FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION
GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

<table>
<thead>
<tr>
<th></th>
<th>Original Budget</th>
<th>Final Budget</th>
<th>Actual (Budgetary Basis)</th>
<th>Variance with Final Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intergovernmental - State Proposition 10 tax</td>
<td>$2,406,695</td>
<td>$2,406,695</td>
<td>$2,168,196</td>
<td>$238,499</td>
</tr>
<tr>
<td>Intergovernmental - State Proposition 56 tax</td>
<td>-</td>
<td>-</td>
<td>649,749</td>
<td>649,749</td>
</tr>
<tr>
<td>First 5 Impact</td>
<td>548,643</td>
<td>548,643</td>
<td>703,914</td>
<td>51,144</td>
</tr>
<tr>
<td>Gain from investment activities</td>
<td>200,000</td>
<td>200,000</td>
<td>251,144</td>
<td>51,144</td>
</tr>
<tr>
<td>Other revenue</td>
<td>-</td>
<td>-</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>Intrafund transfer in</td>
<td>95,091</td>
<td>95,091</td>
<td>-</td>
<td>(95,091)</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>3,250,429</td>
<td>3,250,429</td>
<td>3,774,003</td>
<td>523,574</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and benefits</td>
<td>921,374</td>
<td>921,679</td>
<td>544,936</td>
<td>376,743</td>
</tr>
<tr>
<td>Supplies and services</td>
<td>320,568</td>
<td>320,263</td>
<td>191,645</td>
<td>128,618</td>
</tr>
<tr>
<td>First 5 Impact services and supplies</td>
<td>590,796</td>
<td>590,796</td>
<td>282,731</td>
<td>308,065</td>
</tr>
<tr>
<td>Commission/Community supplies and services</td>
<td>2,653,168</td>
<td>2,656,948</td>
<td>863,218</td>
<td>1,793,730</td>
</tr>
<tr>
<td>Operating transfer out</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total expenditures</strong></td>
<td>4,486,906</td>
<td>4,490,686</td>
<td>1,883,530</td>
<td>2,607,156</td>
</tr>
</tbody>
</table>

Net change in fund balance (Budgetary Basis) $ (1,236,477) $ (1,240,257) 1,890,473 $ 3,130,730

**Budget to GAAP reconciliation**

Revenue accrual prior year $ (81,489)
Revenue accrual current year 229,634

Net change in fund balance (GAAP Basis) 2,038,618

Fund balance - beginning of year 11,147,661

Fund balance - end of year $ 13,186,279

The accompanying notes are an integral part of these financial statements.
NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the First 5 Merced County Children and Families Commission (the Commission) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting policies of the Commission are described below.

A. Reporting Entity

The Commission is a special revenue fund (Fund #1500) of the County of Merced (the County) and, accordingly, is included in the basic financial statements of the County.

The accompanying financial statements present only the Commission’s Special Revenue Fund of the County and are not intended to present fairly the financial position or changes in financial position of the County in accordance with accounting principles generally accepted in the United States of America.

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The Commission’s basic financial statements consist of government-wide financial statements, including a statement of net position and a statement of activities, and fund financial statements, which provide a more detailed level of financial information.

1. Government-Wide Financial Statements

The statement of net position and the statement of activities display information about the Commission as a whole. The statement of net position presents the financial condition of the governmental activities of the Commission at fiscal year-end. The statement of activities presents a comparison between direct expenses and program revenues for each program or function of the Commission’s governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and, therefore, clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues of the Commission, with certain limited exceptions.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.
NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

2. Fund Financial Statements

The Commission’s governmental fund is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities are generally included on the General Fund balance sheet. The General Fund statement of revenues, expenditures, and changes in fund balance reflects the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Commission considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under the accrual basis of accounting. However, compensated absences are recorded only when payment is due. When both restricted and unrestricted resources are available for use, it is the Commission’s policy to use restricted resources first, then unrestricted resources as they are needed.

The governmental activities of the government-wide financial statements, however, are prepared using the accrual basis of accounting. Governmental fund financial statements, therefore, include a reconciliation with brief explanations to better identify the relationship between the government-wide financial statements and the fund financial statements for the governmental fund.

C. Budgetary Control and Encumbrances

The Commission adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current year expenditures are charged against the budget appropriation. Encumbrances outstanding at year-end are reported as reservations of fund balance for subsequent year expenditures as they do not constitute expenditures or liabilities. Therefore, the budget reported in the current year audited financial statements is overstated to include the encumbrances.
NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Accounting Policies

Cash and cash equivalents – Cash and cash equivalents include cash in banks and investments held by the County Treasurer in a cash management pool. Cash and cash equivalents are pooled with other County cash for investment purposes. Interest earned on investments is allocated on the basis of average balances and is apportioned quarterly based on cost, which differs from the fair value basis used in these financial statements. Investment policies and associated risk factors applicable to the Commission are those of the County. Pooled cash and cash equivalents are carried at cost which approximates fair value. All pooled cash and investment securities held by the County are insured, registered, and held by the County or its agent in the County’s name.

Investment policies – California Government Code Section 53600, et seq., authorizes the County to invest in obligations of the state or any local agency of the State of California, bankers’ acceptances, commercial paper, negotiable certificates of deposit, repurchase agreements or reverse repurchase agreements, medium-term notes issued by corporations, State of California Local Agency Investment Fund, and open-ended mutual funds that invest in securities authorized by the aforementioned California Government Code.

Allowance for doubtful accounts – Accounts receivable are considered fully collectible and as such, no allowance for doubtful accounts has been recorded.

Use of estimates – The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Capital assets – Capital assets, which include equipment, are reported in the government-wide financial statements. Capital assets (equipment) are defined by the Commission as assets with an initial, individual cost of $2,500 or more and an estimated useful life in excess of one year. The reported cost of capital assets excludes normal maintenance and repairs, which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or extend its useful life beyond the original estimate. Donated capital assets are recorded at their estimated fair value at the time received. Equipment of the Commission is depreciated using the straight-line method over a ten-year period.

Compensated absences – Unused vacation leave may be accumulated by Commission employees up to a specified maximum and is paid at the time of termination from Commission employment. There is no maximum on the amount of unused sick leave which employees may accumulate; however, the Commission is not obligated to pay for unused sick leave if an employee terminates prior to retirement. Upon retirement, employees are entitled to be paid for up to one half of their unused sick leave, up to a specified maximum, depending on the employee’s job classification. The remainder of the accumulated balance will be credited towards time worked for retirement purposes.
NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Accounting Policies (Continued)

Because these leave balances do not require the use of financial resources, no liability is recorded within the governmental fund. However, this liability is reflected in the government-wide statement of net position.

**Fund balance reservations** – The Commission follows GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement provides more clearly defined balance categories to make the nature and extent of the constraints placed on a government’s fund balances more transparent. The following classifications describe the relative strength of the spending constraints:

- **Nonspendable** – Amounts that are not in spendable form (such as inventory) or are required to be maintained intact.
- **Restricted** – Amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- **Committed** – Amounts constrained to specific purposes by the Commission itself, using its highest level of decision-making authority (Board of Commissioners). To be reported as committed, amounts cannot be used for any other purpose unless the Commission takes the same highest level action to remove or change the constraint.
- **Assigned** – Amounts the Commission intends to use for a specific purpose. Intent can be expressed by the Board of Commissioners or by an official or body to which the Board of Commissioners delegates the authority.
- **Unassigned** – Amounts that are available for any purpose. Positive amounts are reported only in the General Fund.

The Commission establishes and modifies or rescinds fund balance commitments by passage of an ordinance or policy. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget as a designation or commitment of the fund, such as approved contracts. Assigned fund balance is established by the Commission through adoption or amendment of the budget or future year budget plan as intended for a specific purpose.

When both restricted and unrestricted resources are available for use, it is the Commission’s policy to use restricted resources first, followed by the unrestricted committed, assigned, and unassigned resources as they are needed.

For the Commission’s governmental fund, the Commission strives to maintain a budgeted total fund balance that is in excess of $1,200,000.
NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Governmental Accounting Standards Update

During the fiscal year ended June 30, 2020, the Commission implemented the following standards:

**GASB Statement No. 84 – Fiduciary Activities.** The requirements of this statement are effective for reporting periods beginning after December 15, 2018. There was no effect on the Commission’s accounting or financial reporting as a result of implementing this standard.

**GASB Statement No. 95 – Postponement of the Effective Dates of Certain Authoritative Guidance.** The requirements of this statement are effective immediately. There was no effect on the Commission’s accounting or financial reporting as a result of implementing this standard.

Recently released standards by GASB affecting future fiscal years are as follows:

**GASB Statement No. 87 – Leases.** The requirements of this statement are effective for reporting periods beginning after December 15, 2019.

**GASB Statement No. 89 – Accounting for Interest Cost Incurred Before the End of a Construction Period.** The requirements of this statement are effective for reporting periods beginning after December 15, 2019.

**GASB Statement No. 90 – Majority Equity Interests – An Amendment of GASB Statements No. 14 and No. 61.** The requirements of this statement are effective for reporting periods beginning after December 15, 2018.

**GASB Statement No. 91 – Conduit Debt Obligations.** The requirements of this statement are effective for reporting periods beginning after December 15, 2020.

**GASB Statement No. 92 – Omnibus 2020.** The requirements of this statement are effective as follows:

- The requirements related to the effective date of GASB Statement No. 87 and Implementation Guide 2019-3, reinsurace recoveries, and terminology used to refer to derivative instruments are effective upon issuance.
- The requirements related to intra-entity transfers of assets and those related to the applicability of GASB Statement No. 73 and No. 74 are effective for reporting periods beginning after June 15, 2021.
- The requirements related to application GASB Statement No. 84 to postemployment benefit arrangements and those related to non recurring fair value measurements of assets or liabilities are effective for reporting periods beginning after June 15, 2021.
- The requirements related to measurement of liabilities (and assets, if any) associated with asset retirement obligations in a government acquisition are effective for government acquisitions occurring in reporting periods beginning after June 15, 2021.
NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Accounting Standards Update (Continued)

GASB Statement No. 93 – Replacement of Interbank Offered Rates. The requirements of this statement are effective for reporting periods beginning after June 15, 2021.

GASB Statement No. 94 – Public-Private and Public-Public Partnerships and Availability Payment Arrangements. The requirements of this statement are effective for reporting periods beginning after June 15, 2022.

GASB Statement No. 96 – Subscription-Based Information Technology Arrangements. The requirements of this statement are effective for reporting periods beginning after June 15, 2022.

GASB Statement No. 97 – Certain Component Unit Criteria, and Accounting and Financial Reporting for internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32. The requirements of this statement are effective as follows:

- The requirements in (1) paragraph 4 of this statement as it applies to defined contribution pension plans, defined contributions OPEB plans, and other employee benefit plans and (2) paragraph 5 of this statement are effective immediately.
- The requirements in paragraphs 6-9 of this statement are effective for reporting periods beginning after June 15, 2021.
- All other requirements of this statement are effective for reporting periods beginning after June 15, 2021.

F. Pensions

In government-wide financial statements, retirement plans (pensions) are required to be recognized and disclosed using the accrual basis of accounting (see Note 12 and the Required Supplementary Information (RSI) section immediately following the Notes to the Financial Statements), regardless of the amount recognized as pension expenditures on the governmental fund financial statements, which use the modified accrual basis of accounting.

In general, the Commission recognizes a net pension liability, which represents the Commission’s proportionate share of the County’s proportionate share of the excess of the total pension liability over the fiduciary net position of the pension reflected in the actuarial report provided by Merced County Employees’ Retirement Association (MCERA). The net pension liability is measured as of the County’s prior fiscal year-end. Changes in the net pension liability are recorded, in the period incurred, as pension expense or as deferred inflows of resources or deferred outflows of resources depending on the nature of the change. The changes in net pension liability that are recorded as deferred inflows of resources or deferred outflows of resources (that arise from changes in actuarial assumptions or other inputs and differences between expected or actual experience) are amortized over the weighted average remaining service life of all participants in the respective pension plan and are recorded as a component of pension expense beginning with the period in which they are incurred.

The net pension liability, deferred outflows of resourced or deferred inflows of resources related to pensions, pension expense, and information about the fiduciary net position of the County’s pension plans with MCERA and additions to/deductions from the plans’ fiduciary net position have been determined on the same basis as they were reported to MCERA. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.
F. Pensions (Continued)

Projected earnings on pension investments are recognized as a component of pension expense. Differences between projected and actual investment earnings are reported as deferred inflows of resources or deferred outflows of resources and amortized as a component of pension expense on a closed basis over a five-period beginning with the period in which the difference occurred. Each subsequent year will incorporate an additional closed five-year period of recognition.

G. Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the County’s OPEB Plan (OPEB Plan) and additions to/deductions from the OPEB Plan’s fiduciary net position have been determined on the same basis as they are reported by MCERA. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

NOTE 2 – PROGRAM DESCRIPTION

The Commission was created by the County Ordinance No. 1614, which was adopted by the County Board of Supervisors on December 14, 1998 to establish the Commission. That ordinance has been superseded by Ordinance 1747, adopted by the Merced County Board of Supervisors on March 19, 2002.

The Commission was created in order to utilize the funds generated by taxing cigarettes and related tobacco products to provide increased support for the optimal development of children from conception to age five. The Commission is subject to the public hearing and reporting requirements of the Children and Families First Act of 1998 and the guidelines promulgated from time to time by the First 5 California Children and Families Commission.

NOTE 3 – ACCOUNTS AND RECORDS

The Commission received funds from the California Children and Families First Trust which were deposited in Fund #1500 titled “Children and Families First.” All expenditures for the Commission were reported in Fund #1500 Budget Units #40600-40605 and noted on receipts and claim forms.

NOTE 4 – SUPPLANT CERTIFICATION

No moneys received pursuant to taxes imposed by Section 30131.2 of the California Tax and Revenue Code were used to fund existing levels of service nor used to supplant state or local General Fund money for any purpose. This certification is required pursuant to Section 30131.4.
NOTE 5 – RISK MANAGEMENT

The Commission is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Commission participates in a pool established by the County. See the County financial statements for more information.

NOTE 6 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30, 2020, consisted of the following:

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents in County treasury</td>
<td>$ 12,970,549</td>
</tr>
<tr>
<td>Total investment gain from County</td>
<td>$ 399,289</td>
</tr>
</tbody>
</table>

See the County financial statements for disclosures related to risks associated with cash and cash equivalents.

NOTE 7 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended June 30, 2020, was as follows:

<table>
<thead>
<tr>
<th>Governmental Activities</th>
<th>Beginning Balance</th>
<th>Increases</th>
<th>Decreases</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital assets being depreciated:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>$ 92,247</td>
<td>-</td>
<td>-</td>
<td>$ 92,247</td>
</tr>
<tr>
<td>Less accumulated depreciation:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>90,784</td>
<td>258</td>
<td>-</td>
<td>91,042</td>
</tr>
<tr>
<td>Governmental activities, capital assets, net</td>
<td>$ 1,463</td>
<td>(258)</td>
<td>-</td>
<td>$ 1,205</td>
</tr>
</tbody>
</table>

Depreciation expense of $258 was charged to the Child Development Services function.
NOTE 8 – LONG-TERM LIABILITIES

Long-term liability activity for the fiscal year ended June 30, 2020, was as follows:

<table>
<thead>
<tr>
<th>Governmental Activities</th>
<th>Beginning Balance</th>
<th>Increases</th>
<th>Decreases/ Adjustments</th>
<th>Ending Balance</th>
<th>Due Within One Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compensated absences</td>
<td>$ 18,309</td>
<td>$ 32,357</td>
<td>$ (26,291)</td>
<td>$ 24,375</td>
<td>$ 5,317</td>
</tr>
<tr>
<td>Net pension liability</td>
<td>1,024,408</td>
<td>7,469</td>
<td>-</td>
<td>1,031,877</td>
<td>-</td>
</tr>
<tr>
<td>Other postemployment benefits (OPEB) liability</td>
<td>67,966</td>
<td>9,379</td>
<td>-</td>
<td>77,345</td>
<td>-</td>
</tr>
<tr>
<td><strong>Long-term liabilities</strong></td>
<td><strong>$1,110,683</strong></td>
<td><strong>$49,205</strong></td>
<td><strong>$ (26,291)</strong></td>
<td><strong>$1,133,597</strong></td>
<td><strong>$5,317</strong></td>
</tr>
</tbody>
</table>

NOTE 9 – ENCUMBRANCES

The Commission utilizes encumbrance accounting in its governmental fund. Encumbrances are recognized as a valid and proper charge against a budget appropriation in the fiscal year in which a purchase order, contract, or other commitment is issued. Generally, all unencumbered appropriations lapse at year-end. Certain open encumbrances at fiscal year-end are included in restricted, committed, or assigned fund balance, as appropriate.

NOTE 10 – PROGRAM EVALUATION

The Commission spent $91,287 on program evaluation during the fiscal year ended June 30, 2020, which consisted of $83,990 in contracted program evaluation and $7,297 of Commission salaries, benefits, services, and supplies based on time study allocations.

NOTE 11 – RELATED PARTY TRANSACTIONS

During the fiscal year ended June 30, 2020, the Commission paid the County, a related party, a total of $118,018 for accounting, legal, insurance, vehicle, data processing, and administrative services. The Commission is a special revenue fund of the County.
NOTE 12 – PENSION PLANS

Plan Descriptions

The County provides pension benefits to eligible employees through cost sharing multiple-employer defined benefit pension plans (pension plans) administered by the Merced County Employees’ Retirement Association (MCERA). Members of the pension plans include all permanent employees appointed to permanent positions or permanent part-time positions within the County, Merced Superior Courts, Regional Waste Management Authority, and the Merced Cemetery District. MCERA issues a publicly available financial report that may be obtained at the following location: 3199 “M” Street, Merced, California 95348. The web address is: https://www.co.merced.ca.us/Archive.aspx?AMID=95.

MCERA was established July 1, 1950, under and subject to the legislative authority of the State of California as enacted and amended in the County Employees Retirement Act of 1937 (the “1937 Act”) and is administered by the Board of Retirement (Board) to provide service retirement, disability, death, and survivor benefits for employees of the County and participating districts. The governing board is an independent governmental entity separate and distinct from the County and derives its authority from California Government Code Sections 31450 et seq., and the California Constitution.

MCERA administers four pension plans. With the passage of the Public Employees’ Pension Reform Act (PEPRA), the County established a new pension plan tier, Tier IV, with two rate tiers – one for Safety and one for General members. As of January 1, 2013, Tier IV is the only pension plan tier available to new employees. PEPRA made several changes to pension benefits that may be offered to employees hired on or after January 1, 2013, including increasing minimum retirement ages, increasing the percentage required for member contributions, and excluding certain types of compensation as pensionable. PEPRA has also created limits on pensionable compensation tied to Social Security taxable wage base. The cumulative effect of these PEPRA changes will ultimately reduce the County’s retirement costs.

Summary of Plan Tiers and Eligible Participants

Open for New Enrollment:

Tier IV

General Members – General members hired on or after January 1, 2013, may continue in the plan tier.

Safety Members – Safety members hired on or after January 1, 2013, may continue in the plan tier.

Closed to New Enrollment:

Tier I

General Members – General members hired before June 13, 1994, may continue in the plan tier. Executive “A” Level management appointed prior to December 31, 2012, may participate in the plan tier as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.
NOTE 12 – PENSION PLANS (Continued)

Safety Members – Safety members hired before June 13, 1994, may continue in the plan tier. Executive “A” Level management appointed prior to December 31, 2012, may participate in the plan tier as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.

Tier II

General Members – General and Probation safety members hired after June 13, 1994, may continue in the plan tier. Executive “A” Level management appointed prior to December 31, 2012, may participate in the Tier I plan as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.

Safety Members – Safety members hired after July 1, 1998, may continue in the plan tier. Executive “A” Level management appointed prior to December 31, 2012, may participate in the Tier I plan as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.

Tier III

General Members – General members hired after September 30, 2012, may continue in the plan tier. Executive “A” Level management appointed prior to December 31, 2012, may participate in the Tier I plan as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.

Safety Members – Safety members hired after September 30, 2012, may continue in the plan tier. Executive “A” Level management appointed prior to December 31, 2012, may participate in the Tier I plan as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.

Benefits Provided

Members with ten years of service and who have attained the minimum age of 50 (age 55 for General Tiers II and III) are eligible to receive a lifetime monthly retirement benefit. A member with 30 years of service (20 years for Safety), regardless of age is eligible for lifetime monthly retirement benefits for Tiers I, II, and III. Members who are at least 70 years of age are eligible to retire, regardless of years of service. Tier IV members are eligible for retirement with 5 years of service and a minimum age of 50 for Safety members and 52 for General members. The service retirement benefit is a percentage of monthly final average salary per year of service, depending on age at retirement and tier. For members integrated with Social Security, the benefit is reduced by 1/3 of the percentage multiplied by the first $350 of monthly final average salary, per year of service credited after January 1, 1956, which is not applicable to Tier IV members. The actual benefit paid will also be affected by the benefit payment option selected by the member.

The County Board of Supervisors adopted Government Code Section 31676.17 of the 1937 Act for all County General members, Tier I and Tier II, except the Merced Cemetery District members and any member who was deferred or in inactive reciprocity status prior to the dates of adoption, on March 15, 2005; Government Code Section 31664.1 for all Safety members, Tier I and Tier II, on July 1, 2005; Government Code Section 31676.17 for Superior Court of California and County members on November 4, 2005; Government Code Section 31676.1 for General members, Tier III, on October 1, 2012; and Government Code Section 31664 for all Safety members, Tier III, on October 1, 2012. The County adopted PEPRA Tier IV for all General and Safety members on January 1, 2013.
NOTE 12 – PENSION PLANS (Continued)

Benefits Provided (Continued)

Specific details for the retirement, disability, or death benefit calculations and cost of living adjustment (COLA) maximums for each of the pension plan tiers are available in the MCERA Comprehensive Annual Financial Report (CAFR). The MCERA CAFR is available at the following location: 3199 “M” Street, Merced, California 95348. The web address is: 
http://www.co.merced.ca.us/retirement/ComprehensiveFinancialAnnualReports.html#CAFR.

Contributions

Per Article 16 of the Constitution of the State of California, contribution requirements of the active employees and the participating employers are established and may be amended by the MCERA Board. Depending upon the applicable plan, employees are required to contribute a certain percent of their annual pay. For each of the plans, the County’s contractually required contribution, which was formerly known as the actuarially required contribution (ARC), rate for the fiscal year ended June 30, 2020, was a specified percent of annual payroll, actuarially determined as an amount that, when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the fiscal year. Additional amounts required to finance any unfunded accrued liability are the responsibility of the plan sponsors. Contributions to the pension plans from the Commission were $145,262 for the fiscal year ended June 30, 2020. Active members are plan members who are currently accruing benefits and/or paying contributions into the applicable plan.
NOTE 12 – PENSION PLANS (Continued)

Contributions (Continued)

Employer and employee contribution rates and the Commission’s active members for each plan are as follows:

<table>
<thead>
<tr>
<th>Tier</th>
<th>General Members</th>
<th>Employee Contribution Rates</th>
<th>Active Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Employer</td>
<td>Employee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contribution Rates</td>
<td>Contribution Rates</td>
<td></td>
</tr>
<tr>
<td></td>
<td>53.97%</td>
<td>6.91% - 15.31%</td>
<td>82</td>
</tr>
<tr>
<td></td>
<td>74.83%</td>
<td>8.24% - 19.60%</td>
<td>18</td>
</tr>
<tr>
<td>Tier II</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Employer</td>
<td>Employee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contribution Rates</td>
<td>Contribution Rates</td>
<td></td>
</tr>
<tr>
<td></td>
<td>49.71%</td>
<td>5.04% - 11.82%</td>
<td>814</td>
</tr>
<tr>
<td></td>
<td>66.96%</td>
<td>5.38% - 12.79%</td>
<td>165</td>
</tr>
<tr>
<td>Tier III</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Employer</td>
<td>Employee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contribution Rates</td>
<td>Contribution Rates</td>
<td></td>
</tr>
<tr>
<td></td>
<td>47.73%</td>
<td>3.61% - 9.84%</td>
<td>62</td>
</tr>
<tr>
<td></td>
<td>65.88%</td>
<td>5.38% - 12.79%</td>
<td>7</td>
</tr>
<tr>
<td>Tier IV</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Employer</td>
<td>Employee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contribution Rates</td>
<td>Contribution Rates</td>
<td></td>
</tr>
<tr>
<td></td>
<td>45.62%</td>
<td>5.95%</td>
<td>910</td>
</tr>
<tr>
<td></td>
<td>62.55%</td>
<td>10.29%</td>
<td>128</td>
</tr>
</tbody>
</table>

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2020, the Commission reported a liability of $1,031,877 for its proportionate share of the County’s proportionate share of the net pension liability. The net pension liability was measured as June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as June 30, 2018, rolled forward to June 30, 2019. The Commission’s proportion of the County’s proportion of the net pension liability was based on a projection of the County’s long-term share of contributions to the pension plans relative to the projected contributions of all pension plan participants, actuarially determined. At June 30, 2019, the County’s proportion was 94.9984%, which was a decrease of 0.1314% from its proportion measured as of June 30, 2018. At June 30, 2019, the Commission’s proportion of the County’s proportion was 0.2282%, which was an increase of 0.0011% from its proportion measured as of June 30, 2018.
NOTE 12 – PENSION PLANS (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

For the fiscal year ended June 30, 2020, the Commission recognized a pension expense of $8,406. Pension expense represents the change in the net pension liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in investment gain/loss, actuarial gain/loss, actuarial assumptions, or method and plan benefits. At June 30, 2020, the Commission reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<table>
<thead>
<tr>
<th></th>
<th>Deferred Outflows of Resources</th>
<th>Deferred Inflows of Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Differences between expected and actual experience</td>
<td>$5,190</td>
<td>$4,817</td>
</tr>
<tr>
<td>Changes in assumptions</td>
<td>37,307</td>
<td>-</td>
</tr>
<tr>
<td>Net difference between projected and actual earnings on retirement plan investments</td>
<td>10,004</td>
<td>-</td>
</tr>
<tr>
<td>Changes in proportion and differences between Commission contributions and proportionate share of contributions</td>
<td>1,814</td>
<td>1,015</td>
</tr>
<tr>
<td>Commission contributions subsequent to the measurement date</td>
<td>145,262</td>
<td>-</td>
</tr>
<tr>
<td>Totals</td>
<td>$199,577</td>
<td>$5,832</td>
</tr>
</tbody>
</table>

Deferred outflows of resources and deferred inflows of resources above represent the unamortized portion of changes to net pension liability to be recognized in future periods in a systematic and rational manner.

$145,262 reported as deferred outflows of resources related to pensions resulting from Commission contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2020.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in the Commission’s pension expense as follows:

<table>
<thead>
<tr>
<th>Year Ending June 30,</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$37,996</td>
</tr>
<tr>
<td>2022</td>
<td>(511)</td>
</tr>
<tr>
<td>2023</td>
<td>2,231</td>
</tr>
<tr>
<td>2024</td>
<td>8,767</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$48,483</strong></td>
</tr>
</tbody>
</table>
NOTE 12 – PENSION PLANS (Continued)

Actuarial Assumptions

The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions. Total pension liability represents the portion of the actuarial present value of projected benefit payments attributable to past periods of service for current and inactive employees.

- **Inflation**: 2.50%
- **Salary increases**: 2.75% plus merit component
- **COLA increases**: 2.50% for Tier I members
- **Investment rate of return**: 7.25%, net of investment expense
- **Post-retirement mortality**: SOA MP-2016 projection scale on a generational basis from the base year of 2009

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2016. Measurements as of the reporting date are based on the fair value of assets as of June 30, 2019 and the Total Pension Liability as of the valuation date June 30, 2018, using update procedures to roll forward to the measurement date of June 30, 2019. There were no significant events between the valuation date and the measurement date, so the roll forward procedures only included the addition of service cost and interest cost offset by actual benefit payments.

The long-term expected rate of return on pension plan investments (7.25%) was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:
NOTE 12 – PENSION PLANS (Continued)

Actuarial Assumptions (Continued)

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Target Allocation</th>
<th>Long-Term Expected Real Rate of Return</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Equity</td>
<td>21.00%</td>
<td>5.5%*</td>
</tr>
<tr>
<td>Investment Grade Bonds</td>
<td>18.00%</td>
<td>1.30%</td>
</tr>
<tr>
<td>Private Equity</td>
<td>15.00%</td>
<td>7.20%</td>
</tr>
<tr>
<td>Hedge Funds</td>
<td>10.00%</td>
<td>2.80%</td>
</tr>
<tr>
<td>Developed Markets Equity</td>
<td>10.00%</td>
<td>5.90%</td>
</tr>
<tr>
<td>Real Estate</td>
<td>8.00%</td>
<td>4.40%</td>
</tr>
<tr>
<td>Emerging Markets Equity</td>
<td>8.00%</td>
<td>7.80%</td>
</tr>
<tr>
<td>Real Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Resources</td>
<td>2.50%</td>
<td>6.90%</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>2.50%</td>
<td>3.90%</td>
</tr>
<tr>
<td>Opportunistic Credit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High Yield Bonds</td>
<td>2.50%</td>
<td>3.90%</td>
</tr>
<tr>
<td>Bank Loans</td>
<td>2.50%</td>
<td>3.50%</td>
</tr>
<tr>
<td><strong>100%</strong></td>
<td></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Discount Rate

The discount rate used to measure the total pension liability was 7.25%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from the Commission will be made at contractually required rates, actuarially determined. Based on those assumptions, the pension plans’ fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. In theory, the discount rate may differ from the long-term expected rate of return discussed previously. However, based on the projected availability of the pension plans’ fiduciary net position, the discount rate is equal to the long-term expected rate of return on pension plan investments and was applied to all periods of projected benefit payments to determine the total pension liability.
NOTE 12 – PENSION PLANS (Continued)

Sensitivity of the Commission’s Proportionate Share of the County’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the Commission’s proportionate share of the County’s proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the Commission’s proportionate share of the County’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.25%) or 1-percentage point higher (8.25%) than the current rate:

<table>
<thead>
<tr>
<th>Discount Rate</th>
<th>1% Decrease</th>
<th>1% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.25%</td>
<td>$1,388,687</td>
<td>$735,357</td>
</tr>
<tr>
<td>7.25%</td>
<td>$1,031,877</td>
<td></td>
</tr>
<tr>
<td>8.25%</td>
<td></td>
<td>$1,388,687</td>
</tr>
</tbody>
</table>

Commission’s proportionate share of the County's proportionate share of the net pension liability


Pension Fiduciary Net Position

Detailed information about the pension plans’ fiduciary net position is available in the separately issued MCERA CAFR.

See the County annual financial statements for more information regarding the pension plans that were administered to the Commission via the County.

NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB)

Plan Description

The County maintains the same medical and dental plans for its retirees as for its active employees, with certain modifications. Vision coverage is not extended to retirees. Once a retiree reaches age 65 and is Medicare eligible, he or she must join a County-approved individual Medicare Supplement plan in order to continue receiving County-paid benefits. Retirees and dependents under age 65 and on Medicare will be placed in the Anthem Blue Cross Medicare Supplement. The County's share of retiree premium depends on age, years of service, employment classification (Safety or General) and date of hire, as follows: Tier 1 employees must be at least age 50 and have at least 10 years of service or may be any age with at least 30 years of service (20 years for Safety members) at the time of retirement. Tier 1 employees include all General employees hired prior to June 13, 1994, and all Safety members employed in active law enforcement or as district attorney investigators, probation officers, or juvenile hall counselors. Tier 2 employees must be at least age 55 and have at least 10 years of service or may be any age with at least 30 years of service. Tier 2 employees include all General employees hired on or after June 13, 1994. Employees having attained the required service may receive deferred benefits upon attainment of the applicable age requirement described above. Employees may also qualify for retiree health benefits through either Service-Connected or Non-Service-Connected Disability Retirements.
NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Plan Description (Continued)

Effective January 1, 2014, the following rules apply to retirees age 65 and over: If in an individually purchased, County-sponsored retiree Medicare Supplement plan by January 1, 2014, the County will provide a reimbursement at the following rates: Ages 65-69, $100/month; Ages 70-74, $125/month; Ages 75+ $150/month. For retirees joining an individually purchased, County sponsored retiree Medicare Supplement plan on or after February 1, 2014, the County provides a reimbursement of $100/month. Dental coverage (retiree only) continues for the lifetime of an eligible retiree, and effective January 1, 2014, has been capped at $35/month.

At age 65, retirees are moved to individual plans with United HealthCare (UHC). The County provides a Retiree Reimbursement Account with UHC depending on age and retirement date amounts are $100, $125, and $150. Funding of the postemployment healthcare is on a pay as go basis with a blended rate as of June 30, 2020, with $48.3 million set aside in an Internal Revenue Service (IRS) Section 401(h) trust.

Plan Benefits

The County maintains the same medical plans for under-65 retirees, and the same dental plan for all retirees with modifications. The maximum annual dental benefit is reduced from $2,000 to $1,000. Vision coverage is not extended to retirees. If an under-65 retiree is on Medicare, then the retiree is moved to the Anthem Blue Cross Medicare Supplement plan. Once a retiree reaches age 65, he or she is given information on how to enroll in Medicare Supplement plans with UHC.

The County’s share of retiree premium depends on age, years of service, employment classification (Safety or General) and date of hire, as follows:

Tier 1 employees must be at least age 50 and have at least 10 years of service or may be any age with at least 30 years of service (20 years for Safety members) at the time of retirement. Tier 1 employees include all employees hired prior to June 13, 1994; Safety members, other than Probation, hired prior to July 1998; and Executive “A” Level management appointed prior to December 31, 2012.

Tier 2 employees must be at least age 55 and have at least 10 years of service or may be any age with at least 30 years of service, and 50 for Safety members or any age with at least 20 years of service. Tier 2 employees include both General and Probation Safety members hired on or after June 13, 1994, and before October 1, 2012, and all other Safety members hired after July 1, 1998, and before October 1, 2012.

Tier 3 employees must be at least 55 for General members or any age with 30 years of service, and 50 for Safety members or any age with 20 years of service. Tier 3 employees include both General and Safety members hired between October 2012 and December 2012.

Tier 4 employees must be at least age 52 for General members with 5 years of service and 50 for Safety members with 5 years of service. Tier 4 employees include both General and Safety members hired after January 1, 2013.
NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Plan Benefits (Continued)

Employees having attained the required service may receive deferred benefits upon attainment of the applicable age requirement described above. Employees may also qualify for retiree health benefits through either Service-Connected or Non-Service-Connected Disability Retirements.

Employees Covered by Benefit Terms

At the OPEB liability measurement date of June 30, 2019, the following Commission employees were covered by the benefit terms:

<table>
<thead>
<tr>
<th>Category</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inactive plan employees or beneficiaries currently receiving benefit payments</td>
<td>4</td>
</tr>
<tr>
<td>Active plan employees</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>7</strong></td>
</tr>
</tbody>
</table>

Contributions

The County currently provides for funding the OPEB Plan at 1.50% of covered payroll for the 401(h) trust. Employees are not required to contribute to the OPEB Plan.

Net OPEB Liability

At June 30, 2020, the Commission reported a net OPEB liability of $77,345. The net OPEB liability was measured as of June 30, 2019, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of July 1, 2019.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation as well as the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets (if any), consistent with the long-term perspective of the calculations.
NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Actuarial Methods and Assumptions (Continued)

The total OPEB liability measured as of July 1, 2019, was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

<table>
<thead>
<tr>
<th>Actuarial cost method</th>
<th>Entry Age, Level Percent of Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount rate:</td>
<td></td>
</tr>
<tr>
<td>Accrued liability</td>
<td>6.00% per annum</td>
</tr>
<tr>
<td>Return on assets</td>
<td>6.00% per annum</td>
</tr>
<tr>
<td>Salary increases</td>
<td>2.75% per annum</td>
</tr>
<tr>
<td>Cost of living adjustment</td>
<td>2.75% for Tier I members</td>
</tr>
<tr>
<td>(COLA) increases</td>
<td></td>
</tr>
<tr>
<td>Investment rate of return</td>
<td>6.00%, net of investment expense</td>
</tr>
<tr>
<td>General Participants mortality</td>
<td>SOA Pub-2010 using scale MP-2019</td>
</tr>
<tr>
<td>Public Safety Participants mortality</td>
<td>SOA Pub-2010 using scale MP-2019</td>
</tr>
<tr>
<td>Surviving Spouses mortality</td>
<td>SOA Pub-2010 using scale MP-2019</td>
</tr>
<tr>
<td>Trend rate:</td>
<td></td>
</tr>
<tr>
<td>Medical/Rx</td>
<td>4.50% - 6.25% per annum</td>
</tr>
<tr>
<td>Dental</td>
<td>4.00% per annum</td>
</tr>
<tr>
<td>Percent waiving coverage</td>
<td>15.00% (Does not apply to management retiree life insurance)</td>
</tr>
<tr>
<td>Percent of retirees with spouses</td>
<td>20.00% (Based on actual spousal data)</td>
</tr>
<tr>
<td>Maximum county contributions</td>
<td>Assumed to remain constant for all future years</td>
</tr>
</tbody>
</table>

The target allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Target Allocation</th>
<th>Long-term Expected Real Rate of Return</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Equity – Large Cap</td>
<td>29.00%</td>
<td>7.50%</td>
</tr>
<tr>
<td>Domestic Equity – Mid Cap</td>
<td>5.00%</td>
<td>7.80%</td>
</tr>
<tr>
<td>Domestic Equity – Small Cap</td>
<td>10.00%</td>
<td>8.70%</td>
</tr>
<tr>
<td>Domestic and Global Real Estate</td>
<td>4.00%</td>
<td>6.70%</td>
</tr>
<tr>
<td>International Equity</td>
<td>9.00%</td>
<td>7.80%</td>
</tr>
<tr>
<td>DomesticFixed Income</td>
<td>31.00%</td>
<td>4.10%</td>
</tr>
<tr>
<td>Alternatives</td>
<td>10.00%</td>
<td>4.80%</td>
</tr>
<tr>
<td>Short-Term Investments</td>
<td>2.00%</td>
<td>2.40%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td></td>
</tr>
</tbody>
</table>
NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Discount Rate

The discount rate used to measure the total OPEB liability was 6.00%. The discount rate of 6.00% is based on the actuary’s best estimate of expected long-term plan experience for funded plans such as the County’s and reflects the required blend between discount and municipal bond rates. Based on those assumptions, the 401(h) trust’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. In theory, the discount rate may differ from the long-term expected rate of return discussed previously. However, based on the projected availability of the 401(h) trust’s fiduciary net position, the discount rate is equal to the long-term expected rate of return on pension plan investments and was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in the Net OPEB Liability

The table below shows the changes in the total OPEB liability, the plan fiduciary net position, and the net OPEB liability during the measurement period ended on June 30, 2019, for the Commission’s share of the County’s proportionate share.

<table>
<thead>
<tr>
<th>Increase (Decrease)</th>
<th>Total OPEB Liability</th>
<th>Plan Fiduciary Net Position</th>
<th>Net OPEB Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td>(a) - (b)</td>
<td></td>
</tr>
<tr>
<td>Balances at June 30, 2019</td>
<td>$ 169,608</td>
<td>$ 101,642</td>
<td>$ 67,966</td>
</tr>
<tr>
<td>Changes for the year:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service cost</td>
<td>6,179</td>
<td>-</td>
<td>6,179</td>
</tr>
<tr>
<td>Interest</td>
<td>10,287</td>
<td>-</td>
<td>10,287</td>
</tr>
<tr>
<td>Differences between expected and actual experience</td>
<td>22,331</td>
<td>-</td>
<td>22,331</td>
</tr>
<tr>
<td>Changes of assumptions</td>
<td>(6,701)</td>
<td>(6,701)</td>
<td></td>
</tr>
<tr>
<td>Benefit payments</td>
<td>(11,738)</td>
<td>(11,738)</td>
<td>-</td>
</tr>
<tr>
<td>Contributions – employer</td>
<td>-</td>
<td>16,478</td>
<td>(16,478)</td>
</tr>
<tr>
<td>Net investment income</td>
<td>-</td>
<td>7,561</td>
<td>(7,561)</td>
</tr>
<tr>
<td>Administrative expense</td>
<td>-</td>
<td>(1,322)</td>
<td>1,322</td>
</tr>
<tr>
<td>Net changes</td>
<td>20,358</td>
<td>10,979</td>
<td>9,379</td>
</tr>
<tr>
<td>Balances at June 30, 2020</td>
<td>$ 189,966</td>
<td>$ 112,621</td>
<td>$ 77,345</td>
</tr>
</tbody>
</table>
NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Commission, as well as what the Commission’s net OPEB liability would be if it were calculated using a discount rate that is 1–percentage lower (5.00%) or 1-percentage point higher (7.00%) than the current discount rate:

<table>
<thead>
<tr>
<th>Discount Rate</th>
<th>1% Decrease</th>
<th>1% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.00%</td>
<td>77,345</td>
<td>94,565</td>
</tr>
<tr>
<td>6.00%</td>
<td>94,565</td>
<td>77,345</td>
</tr>
<tr>
<td>7.00%</td>
<td>62,321</td>
<td></td>
</tr>
</tbody>
</table>

Commission’s proportionate share of the County's proportionate share of the net OPEB liability

$ 94,565 $ 77,345 $ 62,321

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the net OPEB liability, as well as what the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage point lower (5.50 percent decreasing to 3.50 percent) or 1-percentage point higher (7.50 percent decreasing to 5.50 percent) than the current healthcare cost trend rates:

<table>
<thead>
<tr>
<th>Discount Rate</th>
<th>1% Decrease</th>
<th>1% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>(5.50% decreasing to 3.50%)</td>
<td>694,776</td>
<td>77,345</td>
</tr>
<tr>
<td>(6.50% decreasing to 4.50%)</td>
<td>77,345</td>
<td>$ 86,424</td>
</tr>
<tr>
<td>(7.50% decreasing to 5.50%)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Commission’s proportionate share of the County's proportionate share of the net OPEB liability

$ 694,776 $ 77,345 $ 86,424

OPEB Plan Fiduciary Net Position

Detailed information about the OPEB Plan’s fiduciary net position is available in the fiduciary statements in the County annual financial statements.
NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2020, the Commission recognized OPEB expense of $5,283. OPEB expense represents the change in the net OPEB liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in investment gain/loss, and actuarial assumptions or method. At June 30, 2020, the Commission, reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

<table>
<thead>
<tr>
<th>Deferred Outflows of Resources</th>
<th>Deferred Inflows of Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net difference between projected and actual earnings on retirement plan investments</td>
<td>$</td>
</tr>
<tr>
<td>Differences between expected and actual experience</td>
<td>14,887</td>
</tr>
<tr>
<td>Changes in assumptions</td>
<td>13,595</td>
</tr>
<tr>
<td>Commission contributions subsequent to the measurement date</td>
<td>4,680</td>
</tr>
<tr>
<td>Totals</td>
<td>$ 33,162</td>
</tr>
</tbody>
</table>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<table>
<thead>
<tr>
<th>Year Ended June 30,</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$ 10,464</td>
</tr>
<tr>
<td>2022</td>
<td>$ 10,464</td>
</tr>
<tr>
<td>2023</td>
<td>(490)</td>
</tr>
<tr>
<td>2024</td>
<td>(259)</td>
</tr>
<tr>
<td>2025</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>$ 20,179</td>
</tr>
</tbody>
</table>

See the County annual financial statements for more information regarding the OPEB that was administered to the Commission via the County.
NOTE 14 – ECONOMIC DEPENDENCY

The Commission received the majority of its funding from one source, taxes imposed by Section 30131.2 of the California Tax and Revenue Code. This code imposes additional taxes on the sale of cigarettes and tobacco products. The total amount of funding from the additional taxes was $3,521,859, or 89.79% of the Commission’s total revenue for the fiscal year ended June 30, 2020. The Commission is thus subject to possible risk of reductions in services and/or closure due to potential future changes of Section 30131.2 of the California Tax and Revenue Code.

NOTE 15 – GOVERNMENT-WIDE STATEMENTS, NET POSITION – CLASSIFICATIONS

The classification of net position into three components, net investment in capital assets, restricted, and unrestricted, is required by GASB Statement No. 34 (and subsequently GASB Statement No. 63). These classifications are defined as follows:

Net Investment in Capital Assets – Consists of capital assets, net of accumulated depreciation and reduced by outstanding balances of debt issued to finance the acquisition, improvement, or construction of those assets.

Restricted Net Position – Consists of net position with constraints placed on its use through external constraints imposed by creditors, grantors, contributors, or laws or regulations of other governmental units or constraints imposed by law through constitutional provisions or enabling legislations.

Unrestricted Net Position – Consists of funds which are undesignated and available for general operations.
NOTE 16 – FUND FINANCIAL STATEMENTS, FUND BALANCES

Fund balances are presented in the following categories: nonspendable, restricted, committed, assigned, and unassigned (see Note 1 for a description of these categories). A detailed schedule of fund balances at June 30, 2020, is as follows:

Committed to:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved Contracts</td>
<td>$595,796</td>
</tr>
<tr>
<td>Approved Contracts - Services and Supplies</td>
<td>107,710</td>
</tr>
<tr>
<td>Future Community Outreach State Funds</td>
<td>2,320,000</td>
</tr>
<tr>
<td>Marketing and Communication</td>
<td>236,000</td>
</tr>
<tr>
<td>Budget Reserve Contingency</td>
<td>1,200,000</td>
</tr>
</tbody>
</table>

Total Committed Fund Balance: $4,459,506

Assigned to:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing and Communication</td>
<td>25,000</td>
</tr>
<tr>
<td>Advocacy and Legislative Education</td>
<td>4,000</td>
</tr>
<tr>
<td>Strategic Plan Desired Outcomes</td>
<td></td>
</tr>
</tbody>
</table>

Total Assigned Fund Balance: $8,726,773

Total Fund Balance: $13,186,279

NOTE 17 – SUBSEQUENT EVENTS

In compliance with accounting standards, management has evaluated events that have occurred after year-end to determine if these events are required to be disclosed in these basic financial statements. Management has determined that no events require disclosure in accordance with accounting standards. These subsequent events have been evaluated through __________, 2020, which is the date the basic financial statements were issued.
FIRST 5 MERced COUNTY
CHILDREN AND FAMILIES COMMISSION
SCHEDULE OF THE PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
AS OF JUNE 30, 2020
LAST 10 YEARS*

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Commission's percentage of the County's proportion of the net pension liability</td>
<td>0.2282%</td>
<td>0.2271%</td>
<td>0.2287%</td>
<td>0.3096%</td>
<td>0.3157%</td>
<td>0.3749%</td>
</tr>
<tr>
<td>The Commission's proportionate share of the County's proportionate share of the net pension liability</td>
<td>$1,031,877</td>
<td>$1,024,408</td>
<td>$1,058,218</td>
<td>$1,470,577</td>
<td>$1,388,821</td>
<td>$1,602,936</td>
</tr>
<tr>
<td>The Commission's covered payroll</td>
<td>$284,815</td>
<td>$273,779</td>
<td>$259,745</td>
<td>$362,049</td>
<td>$329,588</td>
<td>$392,312</td>
</tr>
<tr>
<td>The Commission's proportionate share of the County's proportionate share of the net pension liability as a percentage of its covered payroll</td>
<td>362.30%</td>
<td>374.17%</td>
<td>407.41%</td>
<td>406.18%</td>
<td>421.38%</td>
<td>408.59%</td>
</tr>
<tr>
<td>The Commission's fiduciary net position</td>
<td>$1,878,669</td>
<td>$1,786,187</td>
<td>$1,636,720</td>
<td>$1,965,465</td>
<td>$2,012,392</td>
<td>$2,339,279</td>
</tr>
<tr>
<td>The Commission's fiduciary net position as a percentage of the total pension liability</td>
<td>64.55%</td>
<td>63.55%</td>
<td>60.74%</td>
<td>56.09%</td>
<td>59.17%</td>
<td>59.34%</td>
</tr>
</tbody>
</table>

* Fiscal year 2015 was the first year of implementation; therefore, only six years are shown.

Notes to Schedule:

Benefit changes and changes in assumptions

1. There were no changes in benefit terms for the fiscal year ended June 30, 2019.

2. Assumptions were adopted by the County’s Board of Supervisors at their November 17, 2016 meeting. Price inflation assumption increased to 2.75%, post-retirement cost of living adjustment (COLA) decreased to 2.40%, and the mortality to CalPERS 2009 with future improvements would apply SOA MP-2016 projection scale on a generational basis.

The information presented relates solely to the Commission and not the County of Merced or the Merced County Employees’ Retirement Association as a whole.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractually Required Contribution (Actuarially Determined)</td>
<td>$144,366</td>
<td>$139,924</td>
<td>$131,041</td>
<td>$166,084</td>
<td>$155,664</td>
<td>$170,937</td>
</tr>
<tr>
<td>Contributions in Relation to the Actuarially Determined Contributions</td>
<td>144,366</td>
<td>139,924</td>
<td>131,041</td>
<td>166,084</td>
<td>155,664</td>
<td>170,937</td>
</tr>
<tr>
<td>Contribution Deficiency (Excess)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Covered Payroll</td>
<td>$284,815</td>
<td>$273,779</td>
<td>$259,745</td>
<td>$362,049</td>
<td>$329,588</td>
<td>$392,312</td>
</tr>
<tr>
<td>Contributions as a Percentage of Covered Payroll</td>
<td>50.69%</td>
<td>51.11%</td>
<td>50.45%</td>
<td>45.87%</td>
<td>47.23%</td>
<td>43.57%</td>
</tr>
</tbody>
</table>

* Fiscal year 2015 was the first year of implementation; therefore, only six years are shown.

The information presented relates solely to the Commission and not the County of Merced or the Merced County Employees’ Retirement Association as a whole.
FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION
SCHEDULE OF CHANGES IN THE COMMISSION’S PROPORTIONATE
SHARE OF THE NET OPEB LIABILITY AND RELATED RATIOS
AS OF JUNE 30, 2020
LAST 10 YEARS*

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2020</th>
<th>June 30, 2019</th>
<th>June 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total OPEB liability</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service cost</td>
<td>$ 6,179</td>
<td>$ 4,981</td>
<td>$ 4,863</td>
</tr>
<tr>
<td>Interest</td>
<td>10,287</td>
<td>8,577</td>
<td>8,186</td>
</tr>
<tr>
<td>Changes of benefit terms</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Differences between expected and actual experience</td>
<td>22,331</td>
<td>26,818</td>
<td>-</td>
</tr>
<tr>
<td>Changes of assumptions</td>
<td>(6,701)</td>
<td>(4,155)</td>
<td>-</td>
</tr>
<tr>
<td>Benefit payments</td>
<td>(11,738)</td>
<td>(10,754)</td>
<td>(10,539)</td>
</tr>
<tr>
<td><strong>Net change in total OPEB liability</strong></td>
<td>20,358</td>
<td>25,467</td>
<td>2,510</td>
</tr>
<tr>
<td><strong>Total OPEB liability - beginning</strong></td>
<td>169,608</td>
<td>144,141</td>
<td>141,631</td>
</tr>
<tr>
<td><strong>Total OPEB liability - ending (a)</strong></td>
<td>$ 189,966</td>
<td>$ 169,608</td>
<td>$ 144,141</td>
</tr>
</tbody>
</table>

|                      |              |              |              |
| **Plan fiduciary net position** |              |              |              |
| Contributions - employer | $ 16,478 | $ 24,021 | $ 16,319 |
| Net investment income | 7,561 | 6,426 | 7,733 |
| Benefit payments | (11,738) | (10,754) | (10,539) |
| Administrative expense | (1,322) | (349) | (277) |
| **Net change in plan fiduciary net position** | 10,979 | 19,344 | 13,236 |
| **Plan fiduciary net position - beginning** | 101,642 | 82,298 | 69,062 |
| **Plan fiduciary net position - ending (b)** | $ 112,621 | $ 101,642 | $ 82,298 |
| Commission's net OPEB liability - ending (a) - (b) | $ 77,345 | $ 67,966 | $ 61,843 |

|                      |              |              |              |
| **Plan fiduciary net position as a percentage of the total OPEB liability** |              |              |              |
| Covered payroll      | $ 294,304    | $ 280,385    | $ 267,598    |
| Commission's net OPEB liability as a percentage of covered payroll | 380.51% | 24.24% | 2311.00% |

| Measurement date     | June 30, 2019 | June 30, 2018 | June 30, 2017 |

* Fiscal year 2018 was the first year of implementation. Additional years will be presented as they become available.
FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION
SCHEDULE OF OPEB CONTRIBUTIONS
AS OF JUNE 30, 2020
LAST 10 YEARS*

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2020</th>
<th>June 30, 2019</th>
<th>June 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actuarially Determined Contribution (ADC)</td>
<td>$ 11,738</td>
<td>$ 10,754</td>
<td>$ 9,084</td>
</tr>
<tr>
<td>Contributions in relation to the ADC</td>
<td>(4,680)</td>
<td>(4,676)</td>
<td>(12,995)</td>
</tr>
<tr>
<td>Contribution deficiency (excess)</td>
<td>$ 7,058</td>
<td>$ 6,078</td>
<td>$ (3,911)</td>
</tr>
<tr>
<td>Covered payroll</td>
<td>$ 294,304</td>
<td>$ 280,385</td>
<td>$ 268,598</td>
</tr>
<tr>
<td>Contributions as a percentage of covered payroll</td>
<td>3.99%</td>
<td>3.84%</td>
<td>3.39%</td>
</tr>
</tbody>
</table>

* Fiscal year 2018 was the first year of implementation. Additional years will be presented as they become available.
INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Board of Supervisors
County of Merced, California

To the Honorable Board of Commissioners
First 5 Merced County Children and
Families Commission

We have audited, in accordance with the auditing standards generally accepted in the
United States of America and the standards applicable to financial audits contained in
Government Auditing Standards issued by the Comptroller General of the United
States, the financial statements of the governmental activities and the general fund of
the First 5 Merced County Children and Families Commission (the Commission), as
of and for the fiscal year ended June 30, 2020, and the related notes to the financial
statements, which collectively comprise the Commission’s basic financial statements,
and have issued our report thereon dated __________, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the
Commission’s internal control over financial reporting (internal control) to determine
the audit procedures that are appropriate in the circumstances for the purpose of
expressing our opinions on the financial statements, but not for the purpose of
expressing an opinion on the effectiveness of the Commission’s internal control.
Accordingly, we do not express an opinion on the effectiveness of the Commission’s
internal control.

A deficiency in internal control exists when the design or operation of a control does
not allow management or employees, in the normal course of performing their
assigned functions, to prevent, or detect and correct, misstatements on a timely basis.
A material weakness is a deficiency, or a combination of deficiencies, in internal
control such that there is a reasonable possibility that a material misstatement of the
entity’s financial statements will not be prevented, or detected and corrected on a
timely basis. A significant deficiency is a deficiency, or a combination of
deficiencies, in internal control that is less severe than a material weakness, yet
important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first
paragraph of this section and was not designed to identify all deficiencies in internal
control that might be material weaknesses or significant deficiencies. Given these
limitations, during our audit we did not identify any deficiencies in internal control
that we consider to be material weaknesses. However, material weaknesses may
exist that have not been identified.
Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Commission’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that are required to be reported under Government Auditing Standards as described in the accompanying Schedule of Findings and Recommendations section of this report as Finding 2020-001.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission’s internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Commission’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Bakersfield, California
__________, 2020
INDEPENDENT AUDITOR’S REPORT ON STATE COMPLIANCE

To the Honorable Board of Supervisors
County of Merced, California

To the Honorable Board of Commissioners
First 5 Merced County Children and Families Commission

Compliance

We have audited the First 5 Merced County Children and Families Commission’s (the Commission) compliance with the requirements specified in the State of California’s Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act, issued by the State Controller’s Office, applicable to the Commission’s statutory requirements identified below for the fiscal year ended June 30, 2020.

Management’s Responsibility

Management is responsible for compliance with the requirements of the law and regulations applicable to the California Children and Families Act.

Auditor’s Responsibility

Our responsibility is to express an opinion on the Commission’s compliance with the requirements referred to above based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the State of California’s Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act, issued by the State Controller’s Office. Those standards and the State of California’s Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the statutory requirements listed below occurred. An audit includes examining, on a test basis, evidence about the Commission’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.
We believe that our audit provides a reasonable basis for our opinion on compliance. However, our audit does not provide a legal determination of the Commission’s compliance with those requirements. In connection with the audit referred to above, we selected and tested transactions and records to determine the Commission’s compliance with the state laws and regulations applicable to the following items:

<table>
<thead>
<tr>
<th>Description</th>
<th>Audit Guide</th>
<th>Procedures</th>
<th>Performs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracting and Procurement</td>
<td>6</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>3</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Conflict of Interest</td>
<td>3</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>County Ordinance</td>
<td>4</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Long-Range Financial Plans</td>
<td>2</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Financial Condition of the Commission</td>
<td>1</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Program Evaluation</td>
<td>3</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Salaries and Benefit Policies</td>
<td>2</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

**Opinion**

In our opinion, the Commission complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the California Children and Families Program for the fiscal year ended June 30, 2020.

**Other Matters**

The results of our auditing procedures disclosed an other instance of noncompliance, which are described in the accompanying Schedule of Findings and Questioned Costs as item 2020-001.

The Commission’s response to the noncompliance finding identified in our audit is described in the accompanying Schedule of Findings and Recommendations. The Commission’s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Bakersfield, California
__________, 2020
Finding 2020-001

Condition:

During our testing of compliance, we noted that administrative costs exceeded 10% of the Commission’s total operating budget.

Criteria:

The Commission shall establish a limit for administrative costs and implement a system to monitor its administrative costs.

Cause of Condition:

The Commission did not monitor the increase in salaries, benefits and training throughout the year as compared to the total operating budget as per the administrative cost limit calculation.

Effect of Condition:

The Commission exceeded its Administrative Cost limit.

Recommendation:

The Commission should consider revising its monitoring policy with the Board of Commissioners and applying a more frequent review of the administrative cost limit calculation during the year.

Management Response:

First 5 Merced County experienced a number of factors that contributed to the increased administrative cost rate.

(1) The new Executive Director coded more time to Administration then was reported by the previous Executive Director. Using the definitions and methodology outlined in the First 5 Fiscal Management Guide that was develop by the First 5 Association, an additional 941 hours were coded to Administration in FY 19/20 vs FY 18/19.

(2) First 5 Merced County developed a new Strategic Plan fro FY 20/21 through FY 24/25. All staff time spent coordinating focus groups, meeting with the Strategic Planning Consultant, distributing and collecting community surveys, reviewing needs assessment, and writing/editing the Strategic Plan was coded to Administration. This only happens every 5 years.

(3) COVID-19 caused a significant number of First 5 Merced grantees to under expenditure their contracted amount. This reduced the amount of funded expended on programs and increases the administrative rate for FY 19/20.

(4) Onboarding the new Executive Director, there was additional resource spend orienting the new ED to Merced County, the Commissioners, key county staff, Health Department process and procedures, and additional training on (databases, software and systems).

(5) Reduced staffing versus the approved budget. The adopted budget included an additional Support Service Analysts, and First 5 Program Specialist. A strategic decision was made not to
fill these two position while the new Strategic Plan was being developed, this will allow First 5 Merced to hire candidates with best skill set and experience for the new initiatives. Additionally the Support Service Analyst took an extended medical leave and ended up retiring mid-year. The majority of these cost savings would have been coded to Program and would have decreased the administrative rate.

First 5 Merced will be reviewing the Administrative Cost Limit Policy at a future Commission meeting and make modifications as necessary. Additionally First 5 Merced will add the administration, program and evaluation cost breakdown to the monthly expenditure report and will be presented to the First 5 Merced Commission at the monthly commission meeting.
FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION
STATUS OF PRIOR YEAR FINDINGS AND RECOMMENDATIONS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

No findings in the prior year.
2020-10-014

Public Hearing:
First 5 Merced County Annual Report FY 19/20
AGENDA ITEM:  Public Hearing Annual Report for FY 2019/2020

A. Background/History:

Proposition 10 legislation requires that the annual report be completed and submitted to First 5 California by October 31st of each year, and that the report be made available to the public on request at no cost.

To that end, Commission Staff had an annual report prepared by Hamai Consulting, with consultation with the Department of Public Health and First 5 Merced Staff. A public hearing for this audit report is being conducted to meet Health and Safety Code 130140 (G)

“The requirement that the county commission prepare and adopt an annual audit and report pursuant to Section 130150. The county commission shall conduct at least one public hearing prior to adopting any annual audit and report.”

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Commission staff is requesting the Commission conduct a public hearing for the First 5 Merced Annual Report for the period July 1, 2019 through June 30, 2020.

C. Timeframe:

The Annual Report for Fiscal Year 2019-2020 will be submitted to First 5 California by the October 31st deadline.

D. Costs:

There are no additional costs associated with this agenda item.

E. Staff Recommendation:

Commission staff is requesting the Commission conduct a public hearing regarding the Annual Report for the period July 1, 2019 through June 30, 2020.

F. Attachments:

- DRAFT FY 2019-2020 Annual Report
First 5 Merced County Submission for First 5 California Annual Report

The First 5 California Annual Report is divided into three parts as described below. The overall structure and contents of the report are similar to last year, based on First 5 California’s 2019-20 Annual Report Guidelines. The Annual Report is due to be submitted electronically to First 5 California by 11:59 pm, October 30, 2020.

- Revenue and Expenditure Summary (AR-1) – summarizes monetary and client count data to show the relationship between financial resources, services delivered, and clients served.
- Demographic Worksheet (AR-2) – summarizes total numbers of clients served, clients served by race/ethnicity, and clients served by language spoken.
- Evaluation Activities Completed, Findings, and Policy Impact (AR-3) – summarizes evaluation activities, findings and their policy impact.
- County Highlights – provides a snapshot of each county’s activity throughout the fiscal year.

Revenue and Expenditure Summary (AR-1)

The total amount of revenue for FY 2019-20 was $3,922,148 (from draft audit documentation). Tobacco tax funds were the primary revenue source, followed by Proposition 56 backfill.

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tobacco Tax Funds</td>
<td>$2,168,196</td>
</tr>
<tr>
<td>First 5 Impact Funds</td>
<td>$703,914</td>
</tr>
<tr>
<td>Revenue for Interest Earned</td>
<td>$399,289</td>
</tr>
<tr>
<td>Other Funds (Proposition 56 Backfill)</td>
<td>$650,749</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$3,922,148</strong></td>
</tr>
</tbody>
</table>

The total amount of expenditures in FY 2019-20 was approximately $1.9 million (from draft audit documentation), which is about $1.7 million less than was brought in through revenue. With a beginning fund balance of $11,147,661, that leaves an ending fund balance of $13,187,279. Details about the spending by result area are provided later in this section.

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Program Expenditures</td>
<td>$1,534,956</td>
</tr>
<tr>
<td>Result Area 1 – Improved Family Functioning</td>
<td>$557,428</td>
</tr>
<tr>
<td>Result Area 2 – Improved Child Development</td>
<td>$879,639</td>
</tr>
<tr>
<td>Result Area 3 – Improved Child Health</td>
<td>$18,091</td>
</tr>
<tr>
<td>Result Area 4 – Improved Systems of Care</td>
<td>$79,799</td>
</tr>
<tr>
<td>Administrative Expenditures</td>
<td>$256,286</td>
</tr>
<tr>
<td>Evaluation Expenditures</td>
<td>$91,287</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$1,882,530</strong></td>
</tr>
<tr>
<td><strong>Net Change in Fund Balance</strong></td>
<td><strong>$2,039,618</strong></td>
</tr>
</tbody>
</table>
About 34% of the remaining fund balance is committed, while about 66% is assigned.

<table>
<thead>
<tr>
<th>Fund Balance Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nonspendable</td>
<td>$0</td>
</tr>
<tr>
<td>Restricted</td>
<td>$0</td>
</tr>
<tr>
<td>Committed</td>
<td>$4,459,506</td>
</tr>
<tr>
<td>Assigned</td>
<td>$8,726,773</td>
</tr>
<tr>
<td>Unassigned</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Total Fund Balance</strong></td>
<td><strong>$13,187,279</strong></td>
</tr>
</tbody>
</table>

**Program Expenditures and Clients Served by Result Area**

The Program Expenditures and numbers of clients served are reported by Service Category and Grantee Type within each Result Area. Although Contractors provide a wide range of services, First 5 California directed Commissions to assign each Contractor to the Service Category that best represents the majority of their services.

**Result Area 1: Improved Family Functioning**

Result Area 1 is Improved Family Functioning, comprising two Services (General Family Support, and Targeted Intensive Family Support). General Family Support programs provide short-term, non-intensive instruction on general parenting topics, and/or support basic family needs. The Contractors reported under General Family Support include:

- Merced County Office of Education Parents Helping Parents Program
- Hmong Culture Camp
- Joint Funding for City of Merced for Swim Lessons
- Merced Youth Connect (Mini Grant)
- Weaver School District (GROW Grant)
- Creative Communications Danaelle (GROW Grant)
- Kids Discovery Station (GROW Grant)

Targeted Intensive Family Support Services, as defined by the Annual Report guidelines, provide intensive and/or clinical services by a paraprofessional and/or professional in family support settings. They are generally designed to support at-risk parents and families to increase knowledge and skills related to parents and improved family functioning (e.g., counseling, parent-child interaction approaches, and long-term classes or groups). Home visiting programs working with children older than one year of age also fall under this service category. The Contractors reported under Intensive Family Support include:

- ACE Overcomers
- Sierra Vista Child and Family Services
- Merced County Office of Education Caring for Our Black Children Program
- Merced College Be Strong Families
<table>
<thead>
<tr>
<th>Grantee Type</th>
<th>Contractor</th>
<th>Amount</th>
<th>Children Served</th>
<th>Primary Caregivers Served</th>
<th>Providers Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Based Organization</td>
<td></td>
<td>$109,557</td>
<td>16</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hmong Culture Camp</td>
<td></td>
<td>$53,041</td>
<td>16</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Merced Youth Connect – Play Adventures (Mini Grant)</td>
<td></td>
<td>$3,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Creative Communications Danaelle (GROW Grant)</td>
<td></td>
<td>$3,516</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Kids Discovery Station (GROW Grant)</td>
<td></td>
<td>$50,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>County Office of Education/School District</td>
<td></td>
<td>$71,666</td>
<td>0</td>
<td>109</td>
<td>0</td>
</tr>
<tr>
<td>MCOE Parents Helping Parents Program</td>
<td></td>
<td>$21,666</td>
<td>0</td>
<td>109</td>
<td>0</td>
</tr>
<tr>
<td>Weaver United School District (GROW Grant)</td>
<td></td>
<td>$50,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Public</td>
<td></td>
<td>$3,000</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>City of Merced – Swim Lessons</td>
<td></td>
<td>$3,000</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td></td>
<td>$85,139</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals for Result Area 1: General Family Support</strong></td>
<td></td>
<td>$269,363</td>
<td>18</td>
<td>109</td>
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</tr>
<tr>
<td>Community Based Organization</td>
<td></td>
<td>$119,474</td>
<td>251</td>
<td>239</td>
<td>32</td>
</tr>
<tr>
<td>ACE Overcomers</td>
<td></td>
<td>$75,070</td>
<td>164</td>
<td>223</td>
<td>19</td>
</tr>
<tr>
<td>Sierra Vista Child and Family Services</td>
<td></td>
<td>$44,404</td>
<td>87</td>
<td>16</td>
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</tr>
<tr>
<td>County Office of Education/School District</td>
<td></td>
<td>$20,950</td>
<td>0</td>
<td>24</td>
<td>0</td>
</tr>
<tr>
<td>MCOE Caring for Our Black Children Program</td>
<td></td>
<td>$20,950</td>
<td>0</td>
<td>24</td>
<td>0</td>
</tr>
<tr>
<td>Higher Education</td>
<td></td>
<td>$56,591</td>
<td>0</td>
<td>124</td>
<td>0</td>
</tr>
<tr>
<td>Merced College Be Strong Families</td>
<td></td>
<td>$56,591</td>
<td>0</td>
<td>124</td>
<td>0</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td></td>
<td>$91,051</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals for Result Area 1: Intensive Family Support</strong></td>
<td></td>
<td>$288,065</td>
<td>252</td>
<td>387</td>
<td>32</td>
</tr>
<tr>
<td><strong>Total for Result Area 1</strong></td>
<td></td>
<td>$557,428</td>
<td>270</td>
<td>496</td>
<td>32</td>
</tr>
</tbody>
</table>

* F5CA requires non-zero client counts for each grantee type within a service type/result area. One primary caregiver is reported to meet this requirement; however, no clients were directly served by this grantee type.

**Result Area 2: Improved Child Development**

Result Area 2 is Improved Child Development, comprising two Services (Quality Early Learning Supports, and Early Learning Programs). Quality Early Learning Supports are programs designed to enhance early learning programs, such as professional development for early educators, or implementation and integration of services (including Quality Matters, aka F5 IMPACT or QRIS). The Contractor reported under this Service Type includes:

- MCOE for QRIS (F5CA IMPACT) and Children’s Leadership Institute (Joint Funding)

Early Learning Programs may include preschool programs, kindergarten transition services, playgroups, and other early learning programs for primary caregivers and their children.
together. These programs may also serve the primary caregiver and their children together. The Contractors reported under this Service Type include:

- Deaf and Hard of Hearing

<table>
<thead>
<tr>
<th>Grantee Type Contractor</th>
<th>Amount</th>
<th>Children Served</th>
<th>Primary Caregivers Served</th>
<th>Providers Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Office of Education/School District</td>
<td>$588,260</td>
<td>1,891</td>
<td>0</td>
<td>268</td>
</tr>
<tr>
<td>MCOE IMPACT</td>
<td>$568,260</td>
<td>1,891</td>
<td>0</td>
<td>268</td>
</tr>
<tr>
<td>MCOE Children's Leadership Training Institute</td>
<td>$20,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td>$283,336</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals for Result Area 2: Quality Early Learning Supports</strong></td>
<td><strong>$871,596</strong></td>
<td><strong>1,892</strong></td>
<td>0</td>
<td>268</td>
</tr>
<tr>
<td>Community Based Organization</td>
<td>$5,501</td>
<td>97</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Deaf and Hard of Hearing</td>
<td>$5,501</td>
<td>97</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td>$2,542</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals for Result Area 2: Early Learning Programs</strong></td>
<td><strong>$8,043</strong></td>
<td><strong>98</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total for Result Area 2</strong></td>
<td><strong>$879,639</strong></td>
<td><strong>1,990</strong></td>
<td>0</td>
<td>268</td>
</tr>
</tbody>
</table>

* F5CA requires non-zero client counts for each grantee type within a service type/result area. One child is reported to meet this requirement; however, no clients were directly served by this grantee type.

**Result Area 3: Improved Child Health**

Result Area 3 is Improved Child Health, comprising four Services (General Health Education and Promotion, Prenatal and Infant Home Visiting, Oral Health, and Early Intervention). No First 5 Merced County-funded services fall under Prenatal and Infant Home Visiting, or Oral Health.

General Health Education and Promotion includes programs promoting children’s healthy development, such as nutrition, fitness, and access to health insurance and services. Programs improving awareness of child safety issues also fall under this category. The Contractor reported under this Service Type include:

- Merced Youth Connect MYC App (Mini Grant)

Early Intervention services provide screening, assessment, diagnostic, early intervention, and intensive services, including mental health consultations, and strategies targeting language and communication skills, social and emotional development, developmental delays, and related parent education. Help Me Grow and similar strategies fall under this category. The Contractors reported under this Service Type include:

- Help Me Grow (implemented by F5MC)
<table>
<thead>
<tr>
<th>Grantee Type</th>
<th>Contractor</th>
<th>Amount</th>
<th>Children Served</th>
<th>Primary Caregivers Served</th>
<th>Providers Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Based Organization</td>
<td></td>
<td>$4,873</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Merced Youth Connect - MYC App</td>
<td></td>
<td>$4,873</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td></td>
<td>$2,252</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td><strong>Totals for Result Area 3: General Health Education and Promotion</strong></td>
<td></td>
<td>$7,125</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td></td>
<td>$10,966</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals for Result Area 3: Early Intervention</strong></td>
<td></td>
<td>$10,966</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total for Result Area 3</strong></td>
<td></td>
<td>$18,091</td>
<td>1</td>
<td>0</td>
<td>4</td>
</tr>
</tbody>
</table>

* F5CA requires non-zero client counts for each grantee type within a service type/result area. One primary caregiver is reported to meet this requirement; however, no clients were directly served by this grantee type.

**Result Area 4: Improved Systems of Care**

Result Area 4 is Improved Systems of Care, comprising two Services (Policy and Public Advocacy, and Program and Systems Improvement Efforts). Policy and Public Advocacy includes community awareness, public outreach, and education on issues related to young children and their families, along with work focused on policy change, work with local and statewide stakeholders, policy development, and related efforts. The Contractors reported under Policy and Public Advocacy includes:

- Children’s Summit and Hands on Heroes (canceled due to pandemic)
- Week of the Young Child Event (canceled due to pandemic)
- 19 Sponsorships

Program and Systems Improvement Efforts improve service quality, connections between programs, infrastructure support, and professional development. Improvements can be geared toward creating a well-trained 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. First 5 Merced County work reported under Program and Systems Improvement Efforts includes:

- Healthy House Afya Maternal/Child Church-Based Health Network
- Nurturing Hmong Children, Empowering Hmong Parents and Caregivers
Down Syndrome Association – Fall Fest $1,000
Knights of Columbus - Kite Festival $1,000
Atwater Relay for Life - Children's Cancer Survivor Christmas Party $1,000
Kiwanis - Egg hunt $1,000
Other Public $8,000
DCSS - Kids Connect Community Celeb $1,000
City of Gustine - Trunk or Treat $1,000
City of Merced P & R - Lights before Xmas $1,000
City of Merced P & R - Tiny Tots Pumpkin $1,000
City of Merced P & R - Santa's Workshop $1,000
City of Merced – Zoo Boo $1,000
Merced Police & Fire Toy Drive $1,000
MCAO - Breastfeeding Celebration Family Fun Fair $1,000
First 5 County Commission $17,210
**Totals for Result Area 4: Policy and Advocacy** $32,710
Community Based Organization $32,205
Healthy House Afya Maternal/Child Church-Based Health Network $16,241
Nurturing Hmong Children $15,965
First 5 County Commission $14,884
**Totals for Result Area 4: Program and Systems Improvement Efforts** $47,089
**Total for Result Area 4** $79,799

*Note: Counts by client type are not included in the Annual Report for this Result Area.*

Demographic Worksheet (AR-2)

The Demographic Worksheet captures unduplicated counts of clients who participated in First 5 Merced County-funded activities/services at the county level. Client and demographic data from Contractors’ quarterly data entry and reports in Persimmony were used to calculate totals of clients served and their demographics. These numbers do not need to be broken down by Result Area or Grantee Type. Contractors were instructed to input unduplicated clients in their quarterly reports (new clients only each subsequent quarter). As with the AR-1, the AR-2 does not include counts for activities under Result Area 4: Improved Systems of Care. The following numbers of clients served are what will be reported in the Annual Report, which excludes the client counts for Result Area 4 with possible duplication across Contractors.

<table>
<thead>
<tr>
<th>Children Less than 3 Years Old</th>
<th>Children from 3rd to 6th Birthday</th>
<th>Children 0 to 5 years old (specific age unknown)</th>
<th>Primary Caregivers</th>
<th>Other Family Members</th>
<th>Providers Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>414</td>
<td>1,787</td>
<td>55</td>
<td>496</td>
<td>401</td>
<td>303</td>
</tr>
</tbody>
</table>

**Total Population Served: 3,456**
The Primary Language Spoken in the Home section captures the primary language predominantly or exclusively spoken at home for the population served. The totals are required to match the total population served numbers. “Unknown” means that the data were not collected or the client declined to provide the information.

<table>
<thead>
<tr>
<th>Primary Language</th>
<th>Children</th>
<th>Parents and Caregivers</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>165</td>
<td>245</td>
</tr>
<tr>
<td>Spanish</td>
<td>1,444</td>
<td>75</td>
</tr>
<tr>
<td>Mandarin</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Vietnamese</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>229</td>
<td>2</td>
</tr>
<tr>
<td>Unknown</td>
<td>415</td>
<td>174</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,256</strong></td>
<td><strong>496</strong></td>
</tr>
</tbody>
</table>

The Race/Ethnicity of Population Served section captures unduplicated counts of program participants by racial and ethnic category. These categories follow conventions of the California Department of Finance and U.S. Census Bureau. Again, these totals are required to match the total population served numbers. “Unknown” means that the data were not collected or the client declined to provide the information.

<table>
<thead>
<tr>
<th>Race/Ethnicity</th>
<th>Children</th>
<th>Parents and Caregivers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska Native/American Indian</td>
<td>24</td>
<td>0</td>
</tr>
<tr>
<td>Asian</td>
<td>101</td>
<td>4</td>
</tr>
<tr>
<td>Black/African American</td>
<td>92</td>
<td>12</td>
</tr>
<tr>
<td>Hispanic/Latino</td>
<td>1,224</td>
<td>205</td>
</tr>
<tr>
<td>White</td>
<td>424</td>
<td>101</td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td>110</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>229</td>
<td>0</td>
</tr>
<tr>
<td>Two or More Races</td>
<td>13</td>
<td>18</td>
</tr>
<tr>
<td>Unknown</td>
<td>39</td>
<td>156</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,256</strong></td>
<td><strong>496</strong></td>
</tr>
</tbody>
</table>

The Duplication Assessment provides context for the counts of persons served in the Demographic Worksheet. The rating (ranging from 0% to 100%) identifies the level of certainty that numbers reported in the Demographic Worksheet are unduplicated (with 100% indicating complete duplication). Confidence in data indicates the level of confidence in the rating of the degree of duplication.

<table>
<thead>
<tr>
<th>Degree of Duplication</th>
<th>Confidence in Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>25%</td>
<td>Somewhat Confident</td>
</tr>
</tbody>
</table>

**Additional details:** Client counts are unduplicated within each service type within each Contractor’s data, when possible; however, we do not collect identifying client information and cannot cross-check duplicate clients across service types or across Contractors. Additionally, many service types do not permit collection of identifying information (e.g., Mini-Grants), which
means that Contractors cannot verify duplication of clients across those services. We know it is possible that any given client received services from two Contractors (leading to duplication), as well.

Evaluation Activities Completed, Findings, and Policy Impact (AR-3)

In this section, each County Commission provides a description of evaluation activities completed, evaluation findings, and their policy impact during the fiscal year. This includes activities in all four Result Areas, and evaluations of prior year programs conducted during the current fiscal year.

The following is the text of the Evaluation Activities Completed, Findings, and Policy Impact response (maximum of 4,000 characters) to be submitted to First 5 California.

Text To Be Submitted: First 5 Merced County (F5MC) finished the last year of its strategic plan in FY19-20, and the external evaluator completed a comprehensive evaluation of the entire strategic plan period (FY16-17 through FY19-20). F5MC Commissioners, staff, Contractors, and the evaluator collaboratively designed a theory of change and defined outcomes, mapping out how direct services and systems improvement efforts supported families. Data collection included monthly staff group interviews, observations and meeting attendance, administrative and program documentation, quarterly Contractor reports and program data, site visits with service observations, focus groups, key informant interviews, and compilation of community-level indicators from secondary data sources. Each year, Contractors tracked the services they delivered and the families they served, and collected client vignettes.

Community-level indicators track population-level outcomes to which F5MC contributes, but which are not entirely within F5MC’s power to change. These indicators were measured using existing public data sets, such as the U.S. Census and the County’s Health Department. The baseline for the evaluation is 2015, the calendar year immediately prior to the beginning of the F5MC Strategic Plan, or the soonest year after that for which data are available. Compiled for each year of available data, year-to-year trend lines showed changes in the indicators over time. While rates of poverty for young children, receipt of prenatal care, low birthweight, and receiving annual dental exams were consistent over time, rates of teen mothers and allegations of child maltreatment tended to decrease over time. Rates of hospitalization of children for mental health issues, and English and Language Arts/Literacy (ELA) proficiency tended to increase over time. The percentage of income-eligible children ages 0 to 5 with an available spot in an early care and education program declined from 2016 to 2019.

Contractors observed parents and caregivers being more aware of and more frequently using resources in the community, as supported by their increased awareness of perceived value of and demand for services. Family service providers exchanged a greater number of referrals with other local service providers, and built more and better partnerships with those other providers. Families that previously felt isolated got connected to services and built relationships with other families, strengthening their support networks.

Programs helped parents to learn coping skills for themselves as individuals and as parents. Parents and caregivers reported improvements in their parenting knowledge and skills. For
example, on a pre-post assessment, parents who participated in the Caring for Our Black Children training demonstrated improvements in parenting competencies and frequency of parenting behaviors. Most parents reported seeing improvements in their relationship with their children. Parents were better able to manage hardships in the family and personal life, along with their kids’ 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 some programs, developing and leading community-centered programming.

Children made developmental gains, as well. Contractors observed improvements in children’s coping and self-regulation skills. Clinicians reported improvements in adjustment, ADHD disorders, and the parent/child relationship for children who received counseling.

The evaluator facilitated quarterly Learning Group meetings with F5MC and its Contractors. At each meeting, participants reflected on data, and determined what actions could be taken to improve services.

County Highlights

The County Highlights are a brief summary of the Commission’s accomplishments and achievements from the fiscal year. Each County Commission describes two or three highlights or accomplishments from the fiscal year. Highlights from the County Commissions are combined and included as part of the First 5 California Annual Report.

The following is the text of the County Highlights (maximum of 2,000 characters) to be submitted to First 5 California.

Text To Be Submitted: First 5 Merced County (F5MC) finished the last year of its strategic plan in FY19-20, and engaged in a strategic planning process developed a new plan that starts in FY20-21. Over the year, F5MC 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, and mental health services, cultural connection for families, and in-school services. Further, F5MC supported innovative, quality 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 relationship with their children. Parents were better able to manage hardships in the family and personal life, along with their kids’ 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 some programs, developing and leading community-centered programming.
2020-10-015

First 5 Merced County
Annual Audit FY 19/20
AGENDA ITEM: Audit Report for FY 19/20

A. Background/History:
   Proposition 10 legislation requires that the audit be transmitted to the First 5 California, and the State Controller’s Office by October 31st of each year, and that the reports be made available to the general public on request at no cost.

   To that end, Commission Staff had an audit report prepared by Brown Armstrong, Certified Public Accounts. This report is presented to the Commission today for discussion, review and approval of the audit report.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:
   Commission staff is requesting the Commission review, discuss, and adopt the Annual Audit report for the period July 1, 2019 through June 30, 2020.

C. Timeframe:
   The Audit Report for Fiscal Year 2018-2019 will be submitted to First 5 California and the State Controller’s Office by the October 31st deadline and is before the Commission for final approval and adoption.

D. Costs:
   There are no additional costs associated with this agenda item.

E. Staff Recommendation:
   Commission staff is requesting the Commission review, discuss, and adopt the Audit Report for the period July 1, 2019 through June 30, 2020.

F. Attachments:
   - FY 2019-2020 Financial Audit
FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION

Independent Auditor’s Reports and
Financial Statements

For the Fiscal Year Ended June 30, 2020
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Auditor’s Report</td>
<td>1-2</td>
</tr>
<tr>
<td>Management’s Discussion and Analysis</td>
<td>3-7</td>
</tr>
<tr>
<td><strong>Basic Financial Statements:</strong></td>
<td></td>
</tr>
<tr>
<td>Government-Wide Financial Statements:</td>
<td></td>
</tr>
<tr>
<td>Statement of Net Position</td>
<td>8</td>
</tr>
<tr>
<td>Statement of Activities</td>
<td>9</td>
</tr>
<tr>
<td>Fund Financial Statements:</td>
<td></td>
</tr>
<tr>
<td>General Fund Balance Sheet</td>
<td>10</td>
</tr>
<tr>
<td>Reconciliation of the General Fund Balance Sheet to the</td>
<td>11</td>
</tr>
<tr>
<td>Statement of Net Position</td>
<td></td>
</tr>
<tr>
<td>General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance</td>
<td>12</td>
</tr>
<tr>
<td>Reconciliation of the Changes in Fund Balance to the Changes in Net Position</td>
<td>13</td>
</tr>
<tr>
<td>General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual</td>
<td>14</td>
</tr>
<tr>
<td>Notes to the Financial Statements</td>
<td>15-38</td>
</tr>
<tr>
<td><strong>Required Supplementary Information:</strong></td>
<td></td>
</tr>
<tr>
<td>Schedule of the Proportionate Share of the Net Pension Liability</td>
<td>39</td>
</tr>
<tr>
<td>Schedule of Pension Contributions</td>
<td>40</td>
</tr>
<tr>
<td>Schedule of Changes in the Commission’s Proportionate Share of the Net OPEB Liability and Related Ratios</td>
<td>41</td>
</tr>
<tr>
<td>Schedule of OPEB Contributions</td>
<td>42</td>
</tr>
</tbody>
</table>
Other Reports:

Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* .................. 43-44

Independent Auditor’s Report on State Compliance .......................................................... 45-46

Schedule of Findings and Recommendations ................................................................. 47

Status of Prior Year Findings and Recommendations .................................................. 48
INDEPENDENT AUDITOR'S REPORT

To the Honorable Board of Supervisors
County of Merced, California

To the Honorable Board of Commissioners
First 5 Merced County Children and Families Commission

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the general fund of the First 5 Merced County Children and Families Commission (the Commission), a component unit of the County of Merced, as of and for the fiscal year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Commission’s basic financial statements as listed in the table of contents.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Commission’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the Commission, as of June 30, 2020, and the respective changes in financial position thereof, and the respective budgetary comparison for the general fund for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis on pages 3 – 7, schedule of the proportionate share of the net pension liability on page 38, schedule of pension contributions on page 39, schedule of changes in the Commission’s portion of the net other postemployment benefits (OPEB) liability and related ratios on page 40, and schedule of OPEB contributions on page 41, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by Government Auditing Standards**

In accordance with Government Auditing Standards, we have also issued our report dated __________, 2020, on our consideration of the Commission’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Commission’s internal control over financial reporting and compliance.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Bakersfield, California __________, 2020
INTRODUCTION

First 5 Merced County Children and Families Commission (the Commission) is funded primarily by tax on tobacco products as established by Proposition 10, passed in 1998. All tax revenues are distributed to the First 5 California Children and Families Commission (First 5 California) who utilizes 20% of those revenues and distributes the remainder to local First 5 county commission formed by local ordinances after Proposition 10 was adopted. The County of Merced (the County) originally adopted its county ordinance establishing the Commission on December 14, 1998 (Ordinance 1614). That ordinance has been superseded by Ordinance 1747, adopted by the Merced County Board of Supervisors on March 19, 2002. Funds are disbursed to the County by First 5 California based upon the number of children born to mothers with a residence in the County. The revenue from this tax is to be used for tobacco education and cessation programs and for programs that promote, support, and improve the early development of children from conception through age five. The intent is for California children to be healthy, to live in a healthy and supportive family environment, and to enter school ready to learn.

The Commission has developed a Strategic Plan to guide how funds are disbursed for this purpose. The Commission has adopted initiatives that set aside funding for implementation of certain goals from the Strategic Plan. A three-year financial plan supplements and operationalizes the Strategic Plan and any accompanying initiatives.

This discussion and analysis of the Commission’s financial performance provides an overview of the financial activities for the fiscal year ended June 30, 2020. It should be read in conjunction with the Commission’s financial statements, which follow this section.

The Management’s Discussion and Analysis (MD&A) is an element of the reporting model adopted by the Governmental Accounting Standards Board (GASB) in its Statement No. 34, Basic Financial Statements – and Management Discussion and Analysis – for State and Local Governments, issued June 1999, and GASB Statement No. 37, Basic Financial Statements – and Management Discussion and Analysis – for State and Local Governments: Omnibus, an amendment to GASB Statements No. 21 and No. 34, issued in June 2001.

FINANCIAL HIGHLIGHTS

- Total net position was $12,272,490 as of June 30, 2020.
- Total liabilities totaled $1,721,239.
- Revenues were $3,922,148. Expenses totaled $1,902,543, reflecting an increase in net position of $2,018,605.
OVERVIEW OF FINANCIAL STATEMENTS

This annual report consists of three parts – the MD&A (this section), the basic financial statements, and the required supplementary information. The three sections together provide a comprehensive overview of the Commission. The basic financial statements are comprised of two kinds of statements that present financial information from different perspectives:

- **Government-wide financial statements**, which comprise the first two statements, provide both short-term and long-term information about the Commission’s overall financial position.
- **Fund financial statements** focus on reporting the individual parts of the Commission’s operations in more detail. The fund financial statements comprise the remaining statements. Governmental fund financial statements tell how general governmental services were financed in the short-term as well as what remains for future spending.

The financial statements also include notes that explain some of the information in the statements and provide more detailed data. The basic financial statements are followed by a section of required supplementary information that further explains and supports the financial statements.

**Government-Wide Financial Statements**

The government-wide financial statements report information about the Commission as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the Commission’s assets, deferred outflows of resources, liabilities, and deferred inflows of resources. All of the current year’s revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The two government-wide financial statements report the Commission’s net position and how it has changed. Net position – the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources – is one way to measure the financial health and position of the Commission.

- Over time, increases or decreases in the Commission’s net position are an indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the Commission, one needs to consider additional non-financial factors such as decreases in Proposition 10 tax revenue due to decreased tobacco sales.

The government-wide financial statements of the Commission include governmental activities.

**Fund Financial Statements**

The fund financial statements provide more detailed information about the Commission’s most significant fund – not the Commission as a whole. Funds are accounting devices that the Commission uses to keep track of specific sources of funding and spending for particular programs. Some funds are required to be established by state law and by bond covenants. The Commission establishes other funds to control and manage money for particular purposes or to show that the Commission is meeting a legal responsibility for using certain revenues. The Commission has only one kind of fund:

- **Governmental funds** – All of the Commission’s basic services are included in governmental funds, which generally focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds financial statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the Commission’s programs.
FINANCIAL ANALYSIS OF THE COMMISSION AS A WHOLE

The Commission’s combined net position was $12,272,490 and $10,253,885 at June 30, 2020 and 2019, respectively. See Table 1.

Table 1:
Net Position

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2020</th>
<th>June 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Assets</td>
<td>$13,773,921</td>
<td>$11,636,449</td>
</tr>
<tr>
<td>Noncurrent Assets</td>
<td>1,205</td>
<td>1,464</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>13,775,126</td>
<td>11,637,913</td>
</tr>
<tr>
<td><strong>Deferred Outflows of Resources</strong></td>
<td>232,738</td>
<td>241,290</td>
</tr>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td>587,642</td>
<td>488,788</td>
</tr>
<tr>
<td>Long-Term Liabilities</td>
<td>1,133,597</td>
<td>1,110,683</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>1,721,239</td>
<td>1,599,471</td>
</tr>
<tr>
<td><strong>Deferred Inflows of Resources</strong></td>
<td>14,135</td>
<td>25,846</td>
</tr>
<tr>
<td><strong>Net Position</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Investment in Capital Assets</td>
<td>1,205</td>
<td>1,464</td>
</tr>
<tr>
<td>Restricted</td>
<td>12,271,285</td>
<td>10,252,421</td>
</tr>
<tr>
<td><strong>Total Net Position</strong></td>
<td>$12,272,490</td>
<td>$10,253,885</td>
</tr>
</tbody>
</table>

Changes in Net Position

The Commission’s total revenues were $3,922,148 and $3,452,156 for the fiscal years ended June 30, 2020 and 2019, respectively. The revenues come from a tax on tobacco products implemented by Proposition 10 (1998) and collected and distributed by First 5 California.

The total costs of all programs and services were $1,902,543 and $1,867,111 for the fiscal years ended June 30, 2020 and 2019, respectively. The Commission’s expenses are predominately related to funding organizations to provide services for children ages 0 to 5 and their families. The remaining expenses were for internally operated programs, administrative activities, program expenses, and evaluation services.
Table 2: Changes in Net Position

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2020</th>
<th>June 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Revenues</td>
<td>$ 3,521,859</td>
<td>$ 3,062,989</td>
</tr>
<tr>
<td>General Revenues</td>
<td>400,289</td>
<td>389,167</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>3,922,148</td>
<td>3,452,156</td>
</tr>
<tr>
<td>Expenses</td>
<td>1,902,543</td>
<td>1,867,111</td>
</tr>
<tr>
<td>Change in Net Position before Transfers</td>
<td>2,019,605</td>
<td>1,585,045</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>(1,000)</td>
<td>-</td>
</tr>
<tr>
<td>Change in Net Position</td>
<td>2,018,605</td>
<td>1,585,045</td>
</tr>
<tr>
<td>Net Position - Beginning of Year</td>
<td>10,253,885</td>
<td>8,668,840</td>
</tr>
<tr>
<td>Net Position - End of Year</td>
<td>$ 12,272,490</td>
<td>$ 10,253,885</td>
</tr>
</tbody>
</table>

FINANCIAL ANALYSIS OF THE COMMISSION’S GENERAL FUND

For the fiscal year ended June 30, 2020, the Commission reported an ending fund balance of $13,186,279, an increase of $2,038,618 from the prior year fund balance. This increase represents the amount of revenues in excess of expenditures for the fiscal year ended June 30, 2020.

General Fund Budgetary Highlights

Budget comparisons for Proposition 10 revenue and expenditures reveal some variances from previous spending trends. The variances are due to a variety of factors such as:

- **General Salaries and Benefits**
  - Actual expenditures were less than anticipated due to staff vacancies that resulted in expenditures below expectations. This resulted in reduced salary and benefits expenditures.

- **General Supplies and Services**
  - Actual expenditures were less than budgeted largely due to lower than expected professional development/training and consultant services projections that were not fully expended.

- **Commission/Community supplies and service**
  - Actual expenditures were less than budgeted largely due to the less contract payments related to school districts that were affected by the stay at home orders for the COVID-19 pandemic.

A schedule of the Commission’s original and final budget amounts compared with actual revenues and expenses is provided in the audited financial report.
CAPITAL ASSETS

The Commission’s investment in capital assets for its governmental activities as of June 30, 2020, amounts to $1,205 (net of accumulated depreciation). This investment in capital assets is made of equipment. At the end of the contract term plus the 6-month extension term, contractors were required to abide by the Equipment clause within the contract which states, “Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expenses pursuant to the budget document attached as Exhibit B, having a useful life of three (3) years or greater or a value in excess of $5,000, shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the Commission at the termination of this Agreement unless the Commission, at its sole discretion, makes an alternative disposition.”

Table 3:
Capital Assets (net of depreciation)  

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>$ 1,205</td>
</tr>
<tr>
<td>Total</td>
<td>$ 1,205</td>
</tr>
</tbody>
</table>

Additional information on the Commission’s capital assets can be found in Notes 1D and 7 of this report.

ECONOMIC FACTORS AND NEXT YEAR’S BUDGETS

The budgeting and expenditures for the 2020-21 fiscal year were planned within the County guidelines, in accordance with the Commission’s annual budget and Long Range Financial Plan protocols, and approved by the First 5 Commission. The Long Range Financial Plan was comprehensively reviewed and reviewed and revised with updated revenue projections through this Strategic Planning term ending in 2025. The next two years of financial planning intentionally matches and relates to the terms of the current Strategic Plan.

The plan also identifies a financial contingency amount, which is preserved from available funds to account for unexpected or emerging trends/occurrences.

The 2020/21 budget is stable and fundamentally supports the current contracted amounts. It is important to note, revenues continue to decline, however, payments for expenditures are better aligned with projected revenue. The trending decline in revenues is due to a decline in the use of tobacco products in California.

CONTACTING THE COMMISSION’S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, parents, participants, investors, and creditors with a general overview of the Commission’s finances and to demonstrate the Commission’s accountability for the money it receives. If you have questions about this report, or need additional financial information, contact Mr. Scott Waite, Executive Director, First 5 Merced County Children and Families Commission, 260 E. 15th Street, Merced, California 95341 (209-385-7337).
# Statement of Net Position
## First 5 Merced County Children and Families Commission
### June 30, 2020

## Assets
Current assets:
- Cash and cash equivalents: $12,970,549
- Accounts receivable: $803,372

Total current assets: $13,773,921

Capital assets, depreciable, net: $1,205

Total assets: $13,775,126

## Deferred Outflows of Resources
- Deferred pensions: $199,577
- OPEB: $33,161

Total deferred outflows of resources: $232,738

## Liabilities
Current liabilities:
- Accounts payable: $561,342
- Due to the County of Merced (the County): $14,023
- Accrued payroll: $12,277

Long-term liabilities:
- Due within one year:
  - Compensated absences: $5,317
- Due in more than one year:
  - Net pension liability: $1,031,877
  - Compensated absences: $19,058
  - OPEB: $77,345

Total liabilities: $1,721,239

## Deferred Inflows of Resources
- Deferred pensions: $5,832
- OPEB: $8,303

Total deferred inflows of resources: $14,135

## Net Position
- Net investment in capital assets: $1,205
- Restricted: $12,271,285

Total net position: $12,272,490

The accompanying notes are an integral part of these financial statements.
FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

<table>
<thead>
<tr>
<th>Functions/Programs</th>
<th>Expenses</th>
<th>Program Revenues</th>
<th>Operating Grants and Contributions</th>
<th>Governmental Activities</th>
<th>Net (Expense) and Revenue Changes in Net Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governmental activities:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child development services</td>
<td>$1,902,543</td>
<td>$3,521,859</td>
<td></td>
<td>$1,619,316</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$1,902,543</td>
<td>$3,521,859</td>
<td></td>
<td></td>
<td>1,619,316</td>
</tr>
<tr>
<td>General revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest and investment earnings</td>
<td>399,289</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous income</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer out</td>
<td>(1,000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change in net position</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,018,605</td>
</tr>
<tr>
<td>Net position - beginning of year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,253,885</td>
</tr>
<tr>
<td>Net position - end of year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$12,272,490</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these financial statements.
## FIRST 5 MERCED COUNTY
### CHILDREN AND FAMILIES COMMISSION
### GENERAL FUND BALANCE SHEET
### JUNE 30, 2020

### ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$12,970,549</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>803,372</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td><strong>$13,773,921</strong></td>
</tr>
</tbody>
</table>

### LIABILITIES AND FUND BALANCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liabilities:</td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>$561,342</td>
</tr>
<tr>
<td>Due to the County</td>
<td>14,023</td>
</tr>
<tr>
<td>Accrued payroll</td>
<td>12,277</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>587,642</strong></td>
</tr>
<tr>
<td>Fund balance:</td>
<td></td>
</tr>
<tr>
<td>Committed</td>
<td>4,459,506</td>
</tr>
<tr>
<td>Assigned</td>
<td>8,726,773</td>
</tr>
<tr>
<td><strong>Total fund balance</strong></td>
<td><strong>13,186,279</strong></td>
</tr>
<tr>
<td><strong>Total liabilities and fund balance</strong></td>
<td><strong>$13,773,921</strong></td>
</tr>
</tbody>
</table>
Reconciliation of the General Fund Balance Sheet
to the Statement of Net Position:

Total fund balance $ 13,186,279

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the general fund (net of accumulated depreciation of $91,042). 1,205

Long-term liabilities are not due in the current period and, therefore, are not included in the general fund.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net pension liability</td>
<td>(1,031,877)</td>
</tr>
<tr>
<td>Compensated absences</td>
<td>(24,375)</td>
</tr>
<tr>
<td>OPEB</td>
<td>(77,345)</td>
</tr>
<tr>
<td>Total long-term liabilities not included in the general fund</td>
<td>(1,133,597)</td>
</tr>
</tbody>
</table>

Deferred outflows of resources - Deferred pensions ($199,577), Deferred outflows of resources - OPEB ($33,161), Deferred inflows of resources - Deferred pensions ($5,832), and Deferred inflows of resources - OPEB $8,303 are not included in the general fund; the net effect is a decrease of ($218,603).

Total net position - governmental activities $ 12,272,490

The accompanying notes are an integral part of these financial statements.
# FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION
GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

<table>
<thead>
<tr>
<th>Revenues:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Intergovernmental - State Proposition 10 tax</td>
<td>$ 2,872,110</td>
</tr>
<tr>
<td>Gain from investment activities</td>
<td>399,289</td>
</tr>
<tr>
<td>Other revenue - Proposition 56 backfill</td>
<td>649,749</td>
</tr>
<tr>
<td>Other revenue</td>
<td>1,000</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td><strong>3,922,148</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and benefits</td>
<td>364,151</td>
</tr>
<tr>
<td>Supplies and services</td>
<td>191,645</td>
</tr>
<tr>
<td>First 5 Impact supplies and services</td>
<td>282,730</td>
</tr>
<tr>
<td>Commission/Community salaries and benefits</td>
<td>180,785</td>
</tr>
<tr>
<td>Commission/Community supplies and services</td>
<td>863,219</td>
</tr>
<tr>
<td><strong>Total expenditures</strong></td>
<td><strong>1,882,530</strong></td>
</tr>
</tbody>
</table>

| Excess of revenues over expenditures   | 2,039,618 |
| Transfer out                           | 1,000    |
| **Net change in fund balance**         | 2,038,618 |
| **Fund balance - beginning of year**   | 11,147,661 |
| **Fund balance - end of year**         | **$ 13,186,279** |

The accompanying notes are an integral part of these financial statements.
Reconciliation of the General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance to the Statement of Activities:

Net change in fund balance - general fund $2,038,618

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation ($258) exceeded capital outlay ($0) in the current period.

(258)

Long-term liabilities are not due during the current year and, therefore, are not recorded in the general fund. This is the amount by which long-term liabilities decreased in the current period.

(22,914)

Change in Deferred outflows of resources - Deferred pensions ($16,924), Deferred outflows of resources - OPEB $8,372, Deferred inflows of resources - Deferred pensions $15,987, and Deferred inflows of resources - OPEB ($4,276) are not included in the general fund; the net effect is an increase of $3,159.

3,159

Change in net position of governmental activities $2,018,605
FIRST 5 MERCED COUNTY  
CHILDREN AND FAMILIES COMMISSION  
GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE – BUDGET AND ACTUAL  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

<table>
<thead>
<tr>
<th></th>
<th>Original Budget</th>
<th>Final Budget</th>
<th>Actual (Budgetary Basis)</th>
<th>Variance with Final Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intergovernmental - State Proposition 10 tax</td>
<td>$2,406,695</td>
<td>$2,406,695</td>
<td>$2,168,196</td>
<td>$(238,499)</td>
</tr>
<tr>
<td>Intergovernmental - State Proposition 56 tax</td>
<td>-</td>
<td>-</td>
<td>649,749</td>
<td>649,749</td>
</tr>
<tr>
<td>First 5 Impact</td>
<td>548,643</td>
<td>548,643</td>
<td>703,914</td>
<td>155,271</td>
</tr>
<tr>
<td>Gain from investment activities</td>
<td>200,000</td>
<td>200,000</td>
<td>251,144</td>
<td>51,144</td>
</tr>
<tr>
<td>Other revenue</td>
<td>-</td>
<td>-</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>Intrafund transfer in</td>
<td>95,091</td>
<td>95,091</td>
<td>-</td>
<td>$(95,091)</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>3,250,429</td>
<td>3,250,429</td>
<td>3,774,003</td>
<td>523,574</td>
</tr>
</tbody>
</table>

|                                |                |              |                          |                           |
| **Expenditures:**              |                |              |                          |                           |
| Salaries and benefits          | 921,374        | 921,679      | 544,936                  | 376,743                   |
| Supplies and services          | 320,568        | 320,263      | 191,645                  | 128,618                   |
| First 5 Impact services and supplies | 590,796        | 590,796      | 282,731                  | 308,065                   |
| Commission/Community supplies and services | 2,653,168       | 2,656,948    | 863,218                  | 1,793,730                 |
| Operating transfer out         | 1,000          | 1,000        | 1,000                    | -                         |
| **Total expenditures**         | 4,486,906      | 4,490,686    | 1,883,530                | 2,607,156                 |

Net change in fund balance (Budgetary Basis)  

|                                | $ (1,236,477) | $ (1,240,257) | 1,890,473                | $ 3,130,730               |

**Budget to GAAP reconciliation**  

Revenue accrual prior year  
Revenue accrual current year  

Net change in fund balance (GAAP Basis)  

|                                | 2,038,618     |

Fund balance - beginning of year  

|                                | 11,147,661    |

Fund balance - end of year  

|                                | $ 13,186,279  |

The accompanying notes are an integral part of these financial statements.
NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the First 5 Merced County Children and Families Commission (the Commission) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting policies of the Commission are described below.

A. Reporting Entity

The Commission is a special revenue fund (Fund #1500) of the County of Merced (the County) and, accordingly, is included in the basic financial statements of the County.

The accompanying financial statements present only the Commission’s Special Revenue Fund of the County and are not intended to present fairly the financial position or changes in financial position of the County in accordance with accounting principles generally accepted in the United States of America.

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The Commission’s basic financial statements consist of government-wide financial statements, including a statement of net position and a statement of activities, and fund financial statements, which provide a more detailed level of financial information.

1. Government-Wide Financial Statements

The statement of net position and the statement of activities display information about the Commission as a whole. The statement of net position presents the financial condition of the governmental activities of the Commission at fiscal year-end. The statement of activities presents a comparison between direct expenses and program revenues for each program or function of the Commission’s governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and, therefore, clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues of the Commission, with certain limited exceptions.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.
NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

2. Fund Financial Statements

The Commission’s governmental fund is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities are generally included on the General Fund balance sheet. The General Fund statement of revenues, expenditures, and changes in fund balance reflects the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Commission considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under the accrual basis of accounting. However, compensated absences are recorded only when payment is due. When both restricted and unrestricted resources are available for use, it is the Commission’s policy to use restricted resources first, then unrestricted resources as they are needed.

The governmental activities of the government-wide financial statements, however, are prepared using the accrual basis of accounting. Governmental fund financial statements, therefore, include a reconciliation with brief explanations to better identify the relationship between the government-wide financial statements and the fund financial statements for the governmental fund.

C. Budgetary Control and Encumbrances

The Commission adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current year expenditures are charged against the budget appropriation. Encumbrances outstanding at year-end are reported as reservations of fund balance for subsequent year expenditures as they do not constitute expenditures or liabilities. Therefore, the budget reported in the current year audited financial statements is overstated to include the encumbrances.
NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Accounting Policies

Cash and cash equivalents – Cash and cash equivalents include cash in banks and investments held by the County Treasurer in a cash management pool. Cash and cash equivalents are pooled with other County cash for investment purposes. Interest earned on investments is allocated on the basis of average balances and is apportioned quarterly based on cost, which differs from the fair value basis used in these financial statements. Investment policies and associated risk factors applicable to the Commission are those of the County. Pooled cash and cash equivalents are carried at cost which approximates fair value. All pooled cash and investment securities held by the County are insured, registered, and held by the County or its agent in the County’s name.

Investment policies – California Government Code Section 53600, et seq., authorizes the County to invest in obligations of the state or any local agency of the State of California, bankers’ acceptances, commercial paper, negotiable certificates of deposit, repurchase agreements or reverse repurchase agreements, medium-term notes issued by corporations, State of California Local Agency Investment Fund, and open-ended mutual funds that invest in securities authorized by the aforementioned California Government Code.

Allowance for doubtful accounts – Accounts receivable are considered fully collectible and as such, no allowance for doubtful accounts has been recorded.

Use of estimates – The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Capital assets – Capital assets, which include equipment, are reported in the government-wide financial statements. Capital assets (equipment) are defined by the Commission as assets with an initial, individual cost of $2,500 or more and an estimated useful life in excess of one year. The reported cost of capital assets excludes normal maintenance and repairs, which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or extend its useful life beyond the original estimate. Donated capital assets are recorded at their estimated fair value at the time received. Equipment of the Commission is depreciated using the straight-line method over a ten-year period.

Compensated absences – Unused vacation leave may be accumulated by Commission employees up to a specified maximum and is paid at the time of termination from Commission employment. There is no maximum on the amount of unused sick leave which employees may accumulate; however, the Commission is not obligated to pay for unused sick leave if an employee terminates prior to retirement. Upon retirement, employees are entitled to be paid for up to one half of their unused sick leave, up to a specified maximum, depending on the employee’s job classification. The remainder of the accumulated balance will be credited towards time worked for retirement purposes.
NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Accounting Policies (Continued)

Because these leave balances do not require the use of financial resources, no liability is recorded within the governmental fund. However, this liability is reflected in the government-wide statement of net position.

**Fund balance reservations** – The Commission follows GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement provides more clearly defined balance categories to make the nature and extent of the constraints placed on a government’s fund balances more transparent. The following classifications describe the relative strength of the spending constraints:

- **Nonspendable** – Amounts that are not in spendable form (such as inventory) or are required to be maintained intact.
- **Restricted** – Amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- **Committed** – Amounts constrained to specific purposes by the Commission itself, using its highest level of decision-making authority (Board of Commissioners). To be reported as committed, amounts cannot be used for any other purpose unless the Commission takes the same highest level action to remove or change the constraint.
- **Assigned** – Amounts the Commission intends to use for a specific purpose. Intent can be expressed by the Board of Commissioners or by an official or body to which the Board of Commissioners delegates the authority.
- **Unassigned** – Amounts that are available for any purpose. Positive amounts are reported only in the General Fund.

The Commission establishes and modifies or rescinds fund balance commitments by passage of an ordinance or policy. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget as a designation or commitment of the fund, such as approved contracts. Assigned fund balance is established by the Commission through adoption or amendment of the budget or future year budget plan as intended for a specific purpose.

When both restricted and unrestricted resources are available for use, it is the Commission’s policy to use restricted resources first, followed by the unrestricted committed, assigned, and unassigned resources as they are needed.

For the Commission’s governmental fund, the Commission strives to maintain a budgeted total fund balance that is in excess of $1,200,000.
NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Governmental Accounting Standards Update

During the fiscal year ended June 30, 2020, the Commission implemented the following standards:

**GASB Statement No. 84 – Fiduciary Activities.** The requirements of this statement are effective for reporting periods beginning after December 15, 2018. There was no effect on the Commission’s accounting or financial reporting as a result of implementing this standard.

**GASB Statement No. 95 – Postponement of the Effective Dates of Certain Authoritative Guidance.** The requirements of this statement are effective immediately. There was no effect on the Commission’s accounting or financial reporting as a result of implementing this standard.

Recently released standards by GASB affecting future fiscal years are as follows:

**GASB Statement No. 87 – Leases.** The requirements of this statement are effective for reporting periods beginning after December 15, 2019.

**GASB Statement No. 89 – Accounting for Interest Cost Incurred Before the End of a Construction Period.** The requirements of this statement are effective for reporting periods beginning after December 15, 2019.

**GASB Statement No. 90 – Majority Equity Interests – An Amendment of GASB Statements No. 14 and No. 61.** The requirements of this statement are effective for reporting periods beginning after December 15, 2018.

**GASB Statement No. 91 – Conduit Debt Obligations.** The requirements of this statement are effective for reporting periods beginning after December 15, 2020.

**GASB Statement No. 92 – Omnibus 2020.** The requirements of this statement are effective as follows:

- The requirements related to the effective date of GASB Statement No. 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments are effective upon issuance.
- The requirements related to intra-entity transfers of assets and those related to the applicability of GASB Statement No. 73 and No. 74 are effective for reporting periods beginning after June 15, 2021.
- The requirements related to application GASB Statement No. 84 to postemployment benefit arrangements and those related to nonrecurring fair value measurements of assets or liabilities are effective for reporting periods beginning after June 15, 2021.
- The requirements related to measurement of liabilities (and assets, if any) associated with asset retirement obligations in a government acquisition are effective for government acquisitions occurring in reporting periods beginning after June 15, 2021.
Note 1 – Summary of Significant Accounting Policies (Continued)

Governmental Accounting Standards Update (Continued)

GASB Statement No. 93 – Replacement of Interbank Offered Rates. The requirements of this statement are effective for reporting periods beginning after June 15, 2021.

GASB Statement No. 94 – Public-Private and Public-Public Partnerships and Availability Payment Arrangements. The requirements of this statement are effective for reporting periods beginning after June 15, 2022.

GASB Statement No. 96 – Subscription-Based Information Technology Arrangements. The requirements of this statement are effective for reporting periods beginning after June 15, 2022.

GASB Statement No. 97 – Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32. The requirements of this statement are effective as follows:

- The requirements in (1) paragraph 4 of this statement as it applies to defined contribution pension plans, defined contributions OPEB plans, and other employee benefit plans and (2) paragraph 5 of this statement are effective immediately.
- The requirements in paragraphs 6-9 of this statement are effective for reporting periods beginning after June 15, 2021.
- All other requirements of this statement are effective for reporting periods beginning after June 15, 2021.

F. Pensions

In government-wide financial statements, retirement plans (pensions) are required to be recognized and disclosed using the accrual basis of accounting (see Note 12 and the Required Supplementary Information (RSI) section immediately following the Notes to the Financial Statements), regardless of the amount recognized as pension expenditures on the governmental fund financial statements, which use the modified accrual basis of accounting.

In general, the Commission recognizes a net pension liability, which represents the Commission’s proportionate share of the County’s proportionate share of the excess of the total pension liability over the fiduciary net position of the pension reflected in the actuarial report provided by Merced County Employees’ Retirement Association (MCERA). The net pension liability is measured as of the County’s prior fiscal year-end. Changes in the net pension liability are recorded, in the period incurred, as pension expense or as deferred inflows of resources or deferred outflows of resources depending on the nature of the change. The changes in net pension liability that are recorded as deferred inflows of resources or deferred outflows of resources (that arise from changes in actuarial assumptions or other inputs and differences between expected or actual experience) are amortized over the weighted average remaining service life of all participants in the respective pension plan and are recorded as a component of pension expense beginning with the period in which they are incurred.

The net pension liability, deferred outflows of resources or deferred inflows of resources related to pensions, pension expense, and information about the fiduciary net position of the County’s pension plans with MCERA and additions to/deductions from the plans’ fiduciary net position have been determined on the same basis as they were reported to MCERA. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.
F. Pensions (Continued)

Projected earnings on pension investments are recognized as a component of pension expense. Differences between projected and actual investment earnings are reported as deferred inflows of resources or deferred outflows of resources and amortized as a component of pension expense on a closed basis over a five-period beginning with the period in which the difference occurred. Each subsequent year will incorporate an additional closed five-year period of recognition.

G. Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the County’s OPEB Plan (OPEB Plan) and additions to/deductions from the OPEB Plan’s fiduciary net position have been determined on the same basis as they are reported by MCERA. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

NOTE 2 – PROGRAM DESCRIPTION

The Commission was created by the County Ordinance No. 1614, which was adopted by the County Board of Supervisors on December 14, 1998 to establish the Commission. That ordinance has been superseded by Ordinance 1747, adopted by the Merced County Board of Supervisors on March 19, 2002.

The Commission was created in order to utilize the funds generated by taxing cigarettes and related tobacco products to provide increased support for the optimal development of children from conception to age five. The Commission is subject to the public hearing and reporting requirements of the Children and Families First Act of 1998 and the guidelines promulgated from time to time by the First 5 California Children and Families Commission.

NOTE 3 – ACCOUNTS AND RECORDS

The Commission received funds from the California Children and Families First Trust which were deposited in Fund #1500 titled “Children and Families First.” All expenditures for the Commission were reported in Fund #1500 Budget Units #40600-40605 and noted on receipts and claim forms.

NOTE 4 – SUPPLANT CERTIFICATION

No moneys received pursuant to taxes imposed by Section 30131.2 of the California Tax and Revenue Code were used to fund existing levels of service nor used to supplant state or local General Fund money for any purpose. This certification is required pursuant to Section 30131.4.
NOTE 5 – RISK MANAGEMENT

The Commission is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Commission participates in a pool established by the County. See the County financial statements for more information.

NOTE 6 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30, 2020, consisted of the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents in County treasury</td>
<td>$12,970,549</td>
</tr>
<tr>
<td>Total investment gain from County</td>
<td>$399,289</td>
</tr>
</tbody>
</table>

See the County financial statements for disclosures related to risks associated with cash and cash equivalents.

NOTE 7 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended June 30, 2020, was as follows:

<table>
<thead>
<tr>
<th>Governmental Activities</th>
<th>Beginning Balance</th>
<th>Increases</th>
<th>Decreases</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital assets being depreciated:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>$92,247</td>
<td>-</td>
<td>-</td>
<td>$92,247</td>
</tr>
<tr>
<td>Less accumulated depreciation:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>90,784</td>
<td>258</td>
<td>-</td>
<td>91,042</td>
</tr>
<tr>
<td>Governmental activities, capital assets, net</td>
<td>$1,463</td>
<td>(258)</td>
<td>-</td>
<td>$1,205</td>
</tr>
</tbody>
</table>

Depreciation expense of $258 was charged to the Child Development Services function.
NOTE 8 – LONG-TERM LIABILITIES

Long-term liability activity for the fiscal year ended June 30, 2020, was as follows:

<table>
<thead>
<tr>
<th>Governmental Activities</th>
<th>Beginning Balance</th>
<th>Increases</th>
<th>Decreases/ Adjustments</th>
<th>Ending Balance</th>
<th>Due Within One Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compensated absences</td>
<td>$18,309</td>
<td>$32,357</td>
<td>$(26,291)</td>
<td>$24,375</td>
<td>$5,317</td>
</tr>
<tr>
<td>Net pension liability</td>
<td>1,024,408</td>
<td>7,469</td>
<td></td>
<td>1,031,877</td>
<td></td>
</tr>
<tr>
<td>Other postemployment benefits (OPEB) liability</td>
<td>67,966</td>
<td>9,379</td>
<td></td>
<td>77,345</td>
<td></td>
</tr>
<tr>
<td><strong>Long-term liabilities</strong></td>
<td><strong>$1,110,683</strong></td>
<td><strong>$49,205</strong></td>
<td><strong>$(26,291)</strong></td>
<td><strong>$1,133,597</strong></td>
<td><strong>$5,317</strong></td>
</tr>
</tbody>
</table>

NOTE 9 – ENCUMBRANCES

The Commission utilizes encumbrance accounting in its governmental fund. Encumbrances are recognized as a valid and proper charge against a budget appropriation in the fiscal year in which a purchase order, contract, or other commitment is issued. Generally, all unencumbered appropriations lapse at year-end. Certain open encumbrances at fiscal year-end are included in restricted, committed, or assigned fund balance, as appropriate.

NOTE 10 – PROGRAM EVALUATION

The Commission spent $91,287 on program evaluation during the fiscal year ended June 30, 2020, which consisted of $83,990 in contracted program evaluation and $7,297 of Commission salaries, benefits, services, and supplies based on time study allocations.

NOTE 11 – RELATED PARTY TRANSACTIONS

During the fiscal year ended June 30, 2020, the Commission paid the County, a related party, a total of $118,018 for accounting, legal, insurance, vehicle, data processing, and administrative services. The Commission is a special revenue fund of the County.
NOTE 12 – PENSION PLANS

Plan Descriptions

The County provides pension benefits to eligible employees through cost sharing multiple-employer defined benefit pension plans (pension plans) administered by the Merced County Employees’ Retirement Association (MCERA). Members of the pension plans include all permanent employees appointed to permanent positions or permanent part-time positions within the County, Merced Superior Courts, Regional Waste Management Authority, and the Merced Cemetery District. MCERA issues a publicly available financial report that may be obtained at the following location: 3199 “M” Street, Merced, California 95348. The web address is: https://www.co.merced.ca.us/Archive.aspx?AMID=95.

MCERA was established July 1, 1950, under and subject to the legislative authority of the State of California as enacted and amended in the County Employees Retirement Act of 1937 (the “1937 Act”) and is administered by the Board of Retirement (Board) to provide service retirement, disability, death, and survivor benefits for employees of the County and participating districts. The governing board is an independent governmental entity separate and distinct from the County and derives its authority from California Government Code Sections 31450 et seq., and the California Constitution.

MCERA administers four pension plans. With the passage of the Public Employees’ Pension Reform Act (PEPRA), the County established a new pension plan tier, Tier IV, with two rate tiers – one for Safety and one for General members. As of January 1, 2013, Tier IV is the only pension plan tier available to new employees. PEPRA made several changes to pension benefits that may be offered to employees hired on or after January 1, 2013, including increasing minimum retirement ages, increasing the percentage required for member contributions, and excluding certain types of compensation as pensionable. PEPRA has also created limits on pensionable compensation tied to Social Security taxable wage base. The cumulative effect of these PEPRA changes will ultimately reduce the County’s retirement costs.

Summary of Plan Tiers and Eligible Participants

**Open for New Enrollment:**

**Tier IV**

General Members – General members hired on or after January 1, 2013, may continue in the plan tier.

Safety Members – Safety members hired on or after January 1, 2013, may continue in the plan tier.

**Closed to New Enrollment:**

**Tier I**

General Members – General members hired before June 13, 1994, may continue in the plan tier.

Executive “A” Level management appointed prior to December 31, 2012, may participate in the plan tier as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.
NOTE 12 – PENSION PLANS (Continued)

Safety Members – Safety members hired before June 13, 1994, may continue in the plan tier. Executive “A” Level management appointed prior to December 31, 2012, may participate in the plan tier as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.

Tier II

General Members – General and Probation safety members hired after June 13, 1994, may continue in the plan tier. Executive “A” Level management appointed prior to December 31, 2012, may participate in the Tier I plan as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.

Safety Members – Safety members hired after July 1, 1998, may continue in the plan tier. Executive “A” Level management appointed prior to December 31, 2012, may participate in the Tier I plan as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.

Tier III

General Members – General members hired after September 30, 2012, may continue in the plan tier. Executive “A” Level management appointed prior to December 31, 2012, may participate in the Tier I plan as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.

Safety Members – Safety members hired after September 30, 2012, may continue in the plan tier. Executive “A” Level management appointed prior to December 31, 2012, may participate in the Tier I plan as per Amendment to County Board of Supervisors’ Resolution 94-89, effective July 1, 2000.

Benefits Provided

Members with ten years of service and who have attained the minimum age of 50 (age 55 for General Tiers II and III) are eligible to receive a lifetime monthly retirement benefit. A member with 30 years of service (20 years for Safety), regardless of age is eligible for lifetime monthly retirement benefits for Tiers I, II, and III. Members who are at least 70 years of age are eligible to retire, regardless of years of service. Tier IV members are eligible for retirement with 5 years of service and a minimum age of 50 for Safety members and 52 for General members. The service retirement benefit is a percentage of monthly final average salary per year of service, depending on age at retirement and tier. For members integrated with Social Security, the benefit is reduced by 1/3 of the percentage multiplied by the first $350 of monthly final average salary, per year of service credited after January 1, 1956, which is not applicable to Tier IV members. The actual benefit paid will also be affected by the benefit payment option selected by the member.

The County Board of Supervisors adopted Government Code Section 31676.17 of the 1937 Act for all County General members, Tier I and Tier II, except the Merced Cemetery District members and any member who was deferred or in inactive reciprocity status prior to the dates of adoption, on March 15, 2005; Government Code Section 31664.1 for all Safety members, Tier I and Tier II, on July 1, 2005; Government Code Section 31676.17 for Superior Court of California and County members on November 4, 2005; Government Code Section 31676.1 for General members, Tier III, on October 1, 2012; and Government Code Section 31664 for all Safety members, Tier III, on October 1, 2012. The County adopted PEPRA Tier IV for all General and Safety members on January 1, 2013.
NOTE 12 – PENSION PLANS (Continued)

Benefits Provided (Continued)

Specific details for the retirement, disability, or death benefit calculations and cost of living adjustment (COLA) maximums for each of the pension plan tiers are available in the MCERA Comprehensive Annual Financial Report (CAFR). The MCERA CAFR is available at the following location: 3199 “M” Street, Merced, California 95348. The web address is: http://www.co.merced.ca.us/retirement/ComprehensiveFinancialAnnualReports.html#CAFR.

Contributions

Per Article 16 of the Constitution of the State of California, contribution requirements of the active employees and the participating employers are established and may be amended by the MCERA Board. Depending upon the applicable plan, employees are required to contribute a certain percent of their annual pay. For each of the plans, the County’s contractually required contribution, which was formerly known as the actuarially required contribution (ARC), rate for the fiscal year ended June 30, 2020, was a specified percent of annual payroll, actuarially determined as an amount that, when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the fiscal year. Additional amounts required to finance any unfunded accrued liability are the responsibility of the plan sponsors. Contributions to the pension plans from the Commission were $145,262 for the fiscal year ended June 30, 2020. Active members are plan members who are currently accruing benefits and/or paying contributions into the applicable plan.
NOTE 12 – PENSION PLANS (Continued)

Contributions (Continued)

Employer and employee contribution rates and the Commission’s active members for each plan are as follows:

<table>
<thead>
<tr>
<th>Tier</th>
<th>General Members</th>
<th>Safety Members</th>
<th>Active Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>53.97%</td>
<td>6.91% - 15.31%</td>
<td>82</td>
</tr>
<tr>
<td></td>
<td>74.83%</td>
<td>8.24% - 19.60%</td>
<td>18</td>
</tr>
<tr>
<td>Tier II</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>49.71%</td>
<td>5.04% - 11.82%</td>
<td>814</td>
</tr>
<tr>
<td></td>
<td>66.96%</td>
<td>5.38% - 12.79%</td>
<td>165</td>
</tr>
<tr>
<td>Tier III</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>47.73%</td>
<td>3.61% - 9.84%</td>
<td>62</td>
</tr>
<tr>
<td></td>
<td>65.88%</td>
<td>5.38% - 12.79%</td>
<td>7</td>
</tr>
<tr>
<td>Tier IV</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>45.62%</td>
<td>5.95%</td>
<td>910</td>
</tr>
<tr>
<td></td>
<td>62.55%</td>
<td>10.29%</td>
<td>128</td>
</tr>
</tbody>
</table>

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2020, the Commission reported a liability of $1,031,877 for its proportionate share of the County’s proportionate share of the net pension liability. The net pension liability was measured as June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as June 30, 2018, rolled forward to June 30, 2019. The Commission’s proportion of the County’s proportion of the net pension liability was based on a projection of the County’s long-term share of contributions to the pension plans relative to the projected contributions of all pension plan participants, actuarially determined. At June 30, 2019, the County’s proportion was 94.9984%, which was a decrease of 0.1314% from its proportion measured as of June 30, 2018. At June 30, 2019, the Commission’s proportion of the County’s proportion was 0.2282%, which was an increase of 0.0011% from its proportion measured as of June 30, 2018.
NOTE 12 – PENSION PLANS (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

For the fiscal year ended June 30, 2020, the Commission recognized a pension expense of $8,406. Pension expense represents the change in the net pension liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in investment gain/loss, actuarial gain/loss, actuarial assumptions, or method and plan benefits. At June 30, 2020, the Commission reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

| Differences between expected and actual experience | Deferred Outflows of Resources | $5,190 | Deferred Inflows of Resources | $4,817 |
| Changes in assumptions                              | 37,307                        |       |                                |       |
| Net difference between projected and actual earnings on retirement plan investments | 10,004                        |       |                                |       |
| Changes in proportion and differences between Commission contributions and proportionate share of contributions | 1,814                         |       | 1,015                          |       |
| Commission contributions subsequent to the measurement date | 145,262                       |       |                                |       |
| Totals                                             | $199,577                      |       | $5,832                         |       |

Deferred outflows of resources and deferred inflows of resources above represent the unamortized portion of changes to net pension liability to be recognized in future periods in a systematic and rational manner.

$145,262 reported as deferred outflows of resources related to pensions resulting from Commission contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2020.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in the Commission’s pension expense as follows:

<table>
<thead>
<tr>
<th>Year Ending June 30,</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$37,996</td>
</tr>
<tr>
<td>2022</td>
<td>(511)</td>
</tr>
<tr>
<td>2023</td>
<td>2,231</td>
</tr>
<tr>
<td>2024</td>
<td>8,767</td>
</tr>
<tr>
<td>Total</td>
<td>$48,483</td>
</tr>
</tbody>
</table>
NOTE 12 – PENSION PLANS (Continued)

Actuarial Assumptions

The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions. Total pension liability represents the portion of the actuarial present value of projected benefit payments attributable to past periods of service for current and inactive employees.

<table>
<thead>
<tr>
<th>Assumption</th>
<th>Rate/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inflation</td>
<td>2.50%</td>
</tr>
<tr>
<td>Salary increases</td>
<td>2.75% plus merit component</td>
</tr>
<tr>
<td>COLA increases</td>
<td>2.50% for Tier I members</td>
</tr>
<tr>
<td>Investment rate of return</td>
<td>7.25%, net of investment expense</td>
</tr>
<tr>
<td>Post-retirement mortality</td>
<td>SOA MP-2016 projection scale on a generational basis from the base year of 2009</td>
</tr>
</tbody>
</table>

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2016. Measurements as of the reporting date are based on the fair value of assets as of June 30, 2019 and the Total Pension Liability as of the valuation date June 30, 2018, using update procedures to roll forward to the measurement date of June 30, 2019. There were no significant events between the valuation date and the measurement date, so the roll forward procedures only included the addition of service cost and interest cost offset by actual benefit payments.

The long-term expected rate of return on pension plan investments (7.25%) was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:
NOTE 12 – PENSION PLANS (Continued)

Actuarial Assumptions (Continued)

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Target Allocation</th>
<th>Long-Term Expected Real Rate of Return</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Equity</td>
<td>21.00%</td>
<td>5.5%*</td>
</tr>
<tr>
<td>Investment Grade Bonds</td>
<td>18.00%</td>
<td>1.30%</td>
</tr>
<tr>
<td>Private Equity</td>
<td>15.00%</td>
<td>7.20%</td>
</tr>
<tr>
<td>Hedge Funds</td>
<td>10.00%</td>
<td>2.80%</td>
</tr>
<tr>
<td>Developed Markets Equity</td>
<td>10.00%</td>
<td>5.90%</td>
</tr>
<tr>
<td>Real Estate</td>
<td>8.00%</td>
<td>4.40%</td>
</tr>
<tr>
<td>Emerging Markets Equity</td>
<td>8.00%</td>
<td>7.80%</td>
</tr>
<tr>
<td>Real Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Resources</td>
<td>2.50%</td>
<td>6.90%</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>2.50%</td>
<td>3.90%</td>
</tr>
<tr>
<td>Opportunistic Credit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High Yield Bonds</td>
<td>2.50%</td>
<td>3.90%</td>
</tr>
<tr>
<td>Bank Loans</td>
<td>2.50%</td>
<td>3.50%</td>
</tr>
<tr>
<td></td>
<td><strong>100%</strong></td>
<td></td>
</tr>
</tbody>
</table>

Discount Rate

The discount rate used to measure the total pension liability was 7.25%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from the Commission will be made at contractually required rates, actuarially determined. Based on those assumptions, the pension plans’ fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. In theory, the discount rate may differ from the long-term expected rate of return discussed previously. However, based on the projected availability of the pension plans’ fiduciary net position, the discount rate is equal to the long-term expected rate of return on pension plan investments and was applied to all periods of projected benefit payments to determine the total pension liability.
NOTE 12 – PENSION PLANS (Continued)

Sensitivity of the Commission’s Proportionate Share of the County’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the Commission’s proportionate share of the County’s proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the Commission’s proportionate share of the County’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.25%) or 1-percentage point higher (8.25%) than the current rate:

<table>
<thead>
<tr>
<th>1% Decrease 6.25%</th>
<th>Discount Rate 7.25%</th>
<th>1% Increase 8.25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,388,687</td>
<td>$1,031,877</td>
<td>$735,357</td>
</tr>
</tbody>
</table>

Commission's proportionate share of the County's proportionate share of the net pension liability

Pension Fiduciary Net Position

Detailed information about the pension plans’ fiduciary net position is available in the separately issued MCERA CAFR.

See the County annual financial statements for more information regarding the pension plans that were administered to the Commission via the County.

NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB)

Plan Description

The County maintains the same medical and dental plans for its retirees as for its active employees, with certain modifications. Vision coverage is not extended to retirees. Once a retiree reaches age 65 and is Medicare eligible, he or she must join a County-approved individual Medicare Supplement plan in order to continue receiving County-paid benefits. Retirees and dependents under age 65 and on Medicare will be placed in the Anthem Blue Cross Medicare Supplement. The County's share of retiree premium depends on age, years of service, employment classification (Safety or General) and date of hire, as follows: Tier 1 employees must be at least age 50 and have at least 10 years of service or may be any age with at least 30 years of service (20 years for Safety members) at the time of retirement. Tier 1 employees include all General employees hired prior to June 13, 1994, and all Safety members employed in active law enforcement or as district attorney investigators, probation officers, or juvenile hall counselors. Tier 2 employees must be at least age 55 and have at least 10 years of service or may be any age with at least 30 years of service. Tier 2 employees include all General employees hired on or after June 13, 1994. Employees having attained the required service may receive deferred benefits upon attainment of the applicable age requirement described above. Employees may also qualify for retiree health benefits through either Service-Connected or Non-Service-Connected Disability Retirements.
Plan Description (Continued)

Effective January 1, 2014, the following rules apply to retirees age 65 and over: If in an individually purchased, County-sponsored retiree Medicare Supplement plan by January 1, 2014, the County will provide a reimbursement at the following rates: Ages 65-69, $100/month; Ages 70-74, $125/month; Ages 75+ $150/month. For retirees joining an individually purchased, County sponsored retiree Medicare Supplement plan on or after February 1, 2014, the County provides a reimbursement of $100/month. Dental coverage (retiree only) continues for the lifetime of an eligible retiree, and effective January 1, 2014, has been capped at $35/month.

At age 65, retirees are moved to individual plans with United HealthCare (UHC). The County provides a Retiree Reimbursement Account with UHC depending on age and retirement date amounts are $100, $125, and $150. Funding of the postemployment healthcare is on a pay as go basis with a blended rate as of June 30, 2020, with $48.3 million set aside in an Internal Revenue Service (IRS) Section 401(h) trust.

Plan Benefits

The County maintains the same medical plans for under-65 retirees, and the same dental plan for all retirees with modifications. The maximum annual dental benefit is reduced from $2,000 to $1,000. Vision coverage is not extended to retirees. If an under-65 retiree is on Medicare, then the retiree is moved to the Anthem Blue Cross Medicare Supplement plan. Once a retiree reaches age 65, he or she is given information on how to enroll in Medicare Supplement plans with UHC.

The County’s share of retiree premium depends on age, years of service, employment classification (Safety or General) and date of hire, as follows:

Tier 1 employees must be at least age 50 and have at least 10 years of service or may be any age with at least 30 years of service (20 years for Safety members) at the time of retirement. Tier 1 employees include all employees hired prior to June 13, 1994; Safety members, other than Probation, hired prior to July 1998; and Executive “A” Level management appointed prior to December 31, 2012.

Tier 2 employees must be at least age 55 and have at least 10 years of service or may be any age with at least 30 years of service, and 50 for Safety members or any age with at least 20 years of service. Tier 2 employees include both General and Probation Safety members hired on or after June 13, 1994, and before October 1, 2012, and all other Safety members hired after July 1, 1998, and before October 1, 2012.

Tier 3 employees must be at least 55 for General members or any age with 30 years of service, and 50 for Safety members or any age with 20 years of service. Tier 3 employees include both General and Safety members hired between October 2012 and December 2012.

Tier 4 employees must be at least age 52 for General members with 5 years of service and 50 for Safety members with 5 years of service. Tier 4 employees include both General and Safety members hired after January 1, 2013.
NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Plan Benefits (Continued)

Employees having attained the required service may receive deferred benefits upon attainment of the applicable age requirement described above. Employees may also qualify for retiree health benefits through either Service-Connected or Non-Service-Connected Disability Retirements.

Employees Covered by Benefit Terms

At the OPEB liability measurement date of June 30, 2019, the following Commission employees were covered by the benefit terms:

| Inactive plan employees or beneficiaries currently receiving benefit payments | 4 |
| Active plan employees | 3 |
| **Total** | **7** |

Contributions

The County currently provides for funding the OPEB Plan at 1.50% of covered payroll for the 401(h) trust. Employees are not required to contribute to the OPEB Plan.

Net OPEB Liability

At June 30, 2020, the Commission reported a net OPEB liability of $77,345. The net OPEB liability was measured as of June 30, 2019, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of July 1, 2019.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation as well as the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets (if any), consistent with the long-term perspective of the calculations.
NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Actuarial Methods and Assumptions (Continued)

The total OPEB liability measured as of July 1, 2019, was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

<table>
<thead>
<tr>
<th>Actuarial cost method</th>
<th>Entry Age, Level Percent of Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount rate:</td>
<td></td>
</tr>
<tr>
<td>Accrued liability</td>
<td>6.00% per annum</td>
</tr>
<tr>
<td>Return on assets</td>
<td>6.00% per annum</td>
</tr>
<tr>
<td>Salary increases</td>
<td>2.75% per annum</td>
</tr>
<tr>
<td>Cost of living adjustment</td>
<td>2.75% for Tier I members</td>
</tr>
<tr>
<td>(COLA) increases</td>
<td></td>
</tr>
<tr>
<td>Investment rate of return</td>
<td>6.00%, net of investment expense</td>
</tr>
<tr>
<td>General Participants mortality</td>
<td>SOA Pub-2010 using scale MP-2019</td>
</tr>
<tr>
<td>Public Safety Participants mortality</td>
<td>SOA Pub-2010 using scale MP-2019</td>
</tr>
<tr>
<td>Surviving Spouses mortality</td>
<td>SOA Pub-2010 using scale MP-2019</td>
</tr>
<tr>
<td>Trend rate:</td>
<td></td>
</tr>
<tr>
<td>Medical/Rx</td>
<td>4.50% - 6.25% per annum</td>
</tr>
<tr>
<td>Dental</td>
<td>4.00% per annum</td>
</tr>
<tr>
<td>Percent waiving coverage</td>
<td>15.00% (Does not apply to management retiree life insurance)</td>
</tr>
<tr>
<td>Percent of retirees with spouses</td>
<td>20.00% (Based on actual spousal data)</td>
</tr>
<tr>
<td>Maximum county contributions</td>
<td>Assumed to remain constant for all future years</td>
</tr>
</tbody>
</table>

The target allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Target Allocation</th>
<th>Long-term Expected Real Rate of Return</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Equity – Large Cap</td>
<td>29.00%</td>
<td>7.50%</td>
</tr>
<tr>
<td>Domestic Equity – Mid Cap</td>
<td>5.00%</td>
<td>7.80%</td>
</tr>
<tr>
<td>Domestic Equity – Small Cap</td>
<td>10.00%</td>
<td>8.70%</td>
</tr>
<tr>
<td>Domestic and Global Real Estate</td>
<td>4.00%</td>
<td>6.70%</td>
</tr>
<tr>
<td>International Equity</td>
<td>9.00%</td>
<td>7.80%</td>
</tr>
<tr>
<td>Domestic Fixed Income</td>
<td>31.00%</td>
<td>4.10%</td>
</tr>
<tr>
<td>Alternatives</td>
<td>10.00%</td>
<td>4.80%</td>
</tr>
<tr>
<td>Short-Term Investments</td>
<td>2.00%</td>
<td>2.40%</td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>
NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Discount Rate

The discount rate used to measure the total OPEB liability was 6.00%. The discount rate of 6.00% is based on the actuary’s best estimate of expected long-term plan experience for funded plans such as the County’s and reflects the required blend between discount and municipal bond rates. Based on those assumptions, the 401(h) trust’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. In theory, the discount rate may differ from the long-term expected rate of return discussed previously. However, based on the projected availability of the 401(h) trust’s fiduciary net position, the discount rate is equal to the long-term expected rate of return on pension plan investments and was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in the Net OPEB Liability

The table below shows the changes in the total OPEB liability, the plan fiduciary net position, and the net OPEB liability during the measurement period ended on June 30, 2019, for the Commission’s share of the County’s proportionate share.

<table>
<thead>
<tr>
<th>Increase (Decrease)</th>
<th>Total OPEB Liability (a)</th>
<th>Plan Fiduciary Net Position (b)</th>
<th>Net OPEB Liability (a) - (b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balances at June 30, 2019</td>
<td>$ 169,608</td>
<td>$ 101,642</td>
<td>$ 67,966</td>
</tr>
<tr>
<td>Service cost</td>
<td>6,179</td>
<td>-</td>
<td>6,179</td>
</tr>
<tr>
<td>Interest</td>
<td>10,287</td>
<td>-</td>
<td>10,287</td>
</tr>
<tr>
<td>Differences between expected and actual experience</td>
<td>22,331</td>
<td>-</td>
<td>22,331</td>
</tr>
<tr>
<td>Changes of assumptions</td>
<td>(6,701)</td>
<td>(6,701)</td>
<td></td>
</tr>
<tr>
<td>Benefit payments</td>
<td>(11,738)</td>
<td>(11,738)</td>
<td>-</td>
</tr>
<tr>
<td>Contributions – employer</td>
<td>-</td>
<td>16,478</td>
<td>(16,478)</td>
</tr>
<tr>
<td>Net investment income</td>
<td>-</td>
<td>7,561</td>
<td>(7,561)</td>
</tr>
<tr>
<td>Administrative expense</td>
<td>-</td>
<td>(1,322)</td>
<td>1,322</td>
</tr>
<tr>
<td>Net changes</td>
<td>20,358</td>
<td>10,979</td>
<td>9,379</td>
</tr>
<tr>
<td>Balances at June 30, 2020</td>
<td>$ 189,966</td>
<td>$ 112,621</td>
<td>$ 77,345</td>
</tr>
</tbody>
</table>
NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Commission, as well as what the Commission’s net OPEB liability would be if it were calculated using a discount rate that is 1–percentage lower (5.00%) or 1-percentage point higher (7.00%) than the current discount rate:

<table>
<thead>
<tr>
<th></th>
<th>1% Decrease</th>
<th>Discount Rate</th>
<th>1% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.00%</td>
<td>6.00%</td>
<td>7.00%</td>
<td></td>
</tr>
<tr>
<td>Commission's proportionate share of the County's proportionate share of the net OPEB liability</td>
<td>$94,565</td>
<td>$77,345</td>
<td>$62,321</td>
</tr>
</tbody>
</table>

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the net OPEB liability, as well as what the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage point lower (5.50 percent decreasing to 3.50 percent) or 1-percentage point higher (7.50 percent decreasing to 5.50 percent) than the current healthcare cost trend rates:

<table>
<thead>
<tr>
<th></th>
<th>1% Decrease</th>
<th>Discount Rate</th>
<th>1% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>(5.50% decreasing to 3.50%)</td>
<td>(6.50% decreasing to 4.50%)</td>
<td>(7.50% decreasing to 5.50%)</td>
<td></td>
</tr>
<tr>
<td>Commission's proportionate share of the County's proportionate share of the net OPEB liability</td>
<td>$694,776</td>
<td>$77,345</td>
<td>$86,424</td>
</tr>
</tbody>
</table>

OPEB Plan Fiduciary Net Position

Detailed information about the OPEB Plan’s fiduciary net position is available in the fiduciary statements in the County annual financial statements.
NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2020, the Commission recognized OPEB expense of $5,283. OPEB expense represents the change in the net OPEB liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in investment gain/loss, and actuarial assumptions or method. At June 30, 2020, the Commission, reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

<table>
<thead>
<tr>
<th>Deferred Outflows of Resources</th>
<th>Deferred Inflows of Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net difference between projected and actual earnings on retirement plan investments</td>
<td>$</td>
</tr>
<tr>
<td>Differences between expected and actual experience</td>
<td>14,887</td>
</tr>
<tr>
<td>Changes in assumptions</td>
<td>13,595</td>
</tr>
<tr>
<td>Commission contributions subsequent to the measurement date</td>
<td>4,680</td>
</tr>
<tr>
<td>Totals</td>
<td>$ 33,162</td>
</tr>
</tbody>
</table>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<table>
<thead>
<tr>
<th>Year Ended June 30,</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$ 10,464</td>
</tr>
<tr>
<td>2022</td>
<td>10,464</td>
</tr>
<tr>
<td>2023</td>
<td>(490)</td>
</tr>
<tr>
<td>2024</td>
<td>(259)</td>
</tr>
<tr>
<td>2025</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$ 20,179</td>
</tr>
</tbody>
</table>

See the County annual financial statements for more information regarding the OPEB that was administered to the Commission via the County.
NOTE 14 – ECONOMIC DEPENDENCY

The Commission received the majority of its funding from one source, taxes imposed by Section 30131.2 of the California Tax and Revenue Code. This code imposes additional taxes on the sale of cigarettes and tobacco products. The total amount of funding from the additional taxes was $3,521,859, or 89.79% of the Commission’s total revenue for the fiscal year ended June 30, 2020. The Commission is thus subject to possible risk of reductions in services and/or closure due to potential future changes of Section 30131.2 of the California Tax and Revenue Code.

NOTE 15 – GOVERNMENT-WIDE STATEMENTS, NET POSITION – CLASSIFICATIONS

The classification of net position into three components, net investment in capital assets, restricted, and unrestricted, is required by GASB Statement No. 34 (and subsequently GASB Statement No. 63). These classifications are defined as follows:

Net Investment in Capital Assets – Consists of capital assets, net of accumulated depreciation and reduced by outstanding balances of debt issued to finance the acquisition, improvement, or construction of those assets.

Restricted Net Position – Consists of net position with constraints placed on its use through external constraints imposed by creditors, grantors, contributors, or laws or regulations of other governmental units or constraints imposed by law through constitutional provisions or enabling legislations.

Unrestricted Net Position – Consists of funds which are undesignated and available for general operations.
NOTE 16 – FUND FINANCIAL STATEMENTS, FUND BALANCES

Fund balances are presented in the following categories: nonspendable, restricted, committed, assigned, and unassigned (see Note 1 for a description of these categories). A detailed schedule of fund balances at June 30, 2020, is as follows:

Committed to:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved Contracts</td>
<td>$595,796</td>
</tr>
<tr>
<td>Approved Contracts - Services and Supplies</td>
<td>$107,710</td>
</tr>
<tr>
<td>Future Community Outreach State Funds</td>
<td>$2,320,000</td>
</tr>
<tr>
<td>Marketing and Communication</td>
<td>$236,000</td>
</tr>
<tr>
<td>Budget Reserve Contingency</td>
<td>$1,200,000</td>
</tr>
<tr>
<td><strong>Total Committed Fund Balance</strong></td>
<td><strong>$4,459,506</strong></td>
</tr>
</tbody>
</table>

Assigned to:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing and Communication</td>
<td>$25,000</td>
</tr>
<tr>
<td>Advocacy and Legislative Education</td>
<td>$4,000</td>
</tr>
<tr>
<td>Strategic Plan Desired Outcomes</td>
<td>$8,697,773</td>
</tr>
<tr>
<td><strong>Total Assigned Fund Balance</strong></td>
<td><strong>$8,726,773</strong></td>
</tr>
</tbody>
</table>

**Total Fund Balance**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$13,186,279</strong></td>
</tr>
</tbody>
</table>

NOTE 17 – SUBSEQUENT EVENTS

In compliance with accounting standards, management has evaluated events that have occurred after year-end to determine if these events are required to be disclosed in these basic financial statements. Management has determined that no events require disclosure in accordance with accounting standards. These subsequent events have been evaluated through [date], 2020, which is the date the basic financial statements were issued.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Commission's percentage of the County's proportion of the net pension liability</td>
<td>0.2282%</td>
<td>0.2271%</td>
<td>0.2287%</td>
<td>0.3096%</td>
<td>0.3157%</td>
<td>0.3749%</td>
</tr>
<tr>
<td>The Commission's proportionate share of the County's proportionate share of the net pension liability</td>
<td>$1,031,877</td>
<td>$1,024,408</td>
<td>$1,058,218</td>
<td>$1,470,577</td>
<td>$1,388,821</td>
<td>$1,602,936</td>
</tr>
<tr>
<td>The Commission's covered payroll</td>
<td>$284,815</td>
<td>$273,779</td>
<td>$259,745</td>
<td>$362,049</td>
<td>$329,588</td>
<td>$392,312</td>
</tr>
<tr>
<td>The Commission's proportionate share of the County's proportionate share of the net pension liability as a percentage of its covered payroll</td>
<td>362.30%</td>
<td>374.17%</td>
<td>407.41%</td>
<td>406.18%</td>
<td>421.38%</td>
<td>408.59%</td>
</tr>
<tr>
<td>The Commission's fiduciary net position</td>
<td>$1,878,669</td>
<td>$1,786,187</td>
<td>$1,636,720</td>
<td>$1,965,465</td>
<td>$2,012,392</td>
<td>$2,339,279</td>
</tr>
<tr>
<td>The Commission's fiduciary net position as a percentage of the total pension liability</td>
<td>64.55%</td>
<td>63.55%</td>
<td>60.74%</td>
<td>56.09%</td>
<td>59.17%</td>
<td>59.34%</td>
</tr>
</tbody>
</table>

* Fiscal year 2015 was the first year of implementation; therefore, only six years are shown.

Notes to Schedule:

**Benefit changes and changes in assumptions**

1. There were no changes in benefit terms for the fiscal year ended June 30, 2019.

2. Assumptions were adopted by the County’s Board of Supervisors at their November 17, 2016 meeting. Price inflation assumption increased to 2.75%, post-retirement cost of living adjustment (COLA) decreased to 2.40%, and the mortality to CalPERS 2009 with future improvements would apply SOA MP-2016 projection scale on a generational basis.

The information presented relates solely to the Commission and not the County of Merced or the Merced County Employees’ Retirement Association as a whole.
| Contractually Required Contribution (Actuarially Determined) | $144,366 | $139,924 | $131,041 | $166,084 | $155,664 | $170,937 |
| Contributions in Relation to the Actuarially Determined Contributions | 144,366 | 139,924 | 131,041 | 166,084 | 155,664 | 170,937 |
| Contribution Deficiency (Excess) | $0 | $0 | $0 | $0 | $0 | $0 |
| Covered Payroll | $284,815 | $273,779 | $259,745 | $362,049 | $329,588 | $392,312 |
| Contributions as a Percentage of Covered Payroll | 50.69% | 51.11% | 50.45% | 45.87% | 47.23% | 43.57% |

* Fiscal year 2015 was the first year of implementation; therefore, only six years are shown.

The information presented relates solely to the Commission and not the County of Merced or the Merced County Employees’ Retirement Association as a whole.
FIRST 5 MERCED COUNTY
CHILDREN AND FAMILIES COMMISSION
SCHEDULE OF CHANGES IN THE COMMISSION’S PROPORTIONATE
SHARE OF THE NET OPEB LIABILITY AND RELATED RATIOS
AS OF JUNE 30, 2020
LAST 10 YEARS*

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2020</th>
<th>June 30, 2019</th>
<th>June 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total OPEB liability</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service cost</td>
<td>$ 6,179</td>
<td>$ 4,981</td>
<td>$ 4,863</td>
</tr>
<tr>
<td>Interest</td>
<td>10,287</td>
<td>8,577</td>
<td>8,186</td>
</tr>
<tr>
<td>Changes of benefit terms</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Differences between expected and actual experience</td>
<td>22,331</td>
<td>26,818</td>
<td>-</td>
</tr>
<tr>
<td>Changes of assumptions</td>
<td>(6,701)</td>
<td>(4,155)</td>
<td>-</td>
</tr>
<tr>
<td>Benefit payments</td>
<td>(11,738)</td>
<td>(10,754)</td>
<td>(10,539)</td>
</tr>
<tr>
<td>Net change in total OPEB liability</td>
<td>20,358</td>
<td>25,467</td>
<td>2,510</td>
</tr>
<tr>
<td><strong>Total OPEB liability - beginning</strong></td>
<td>169,608</td>
<td>144,141</td>
<td>141,631</td>
</tr>
<tr>
<td><strong>Total OPEB liability - ending (a)</strong></td>
<td>$189,966</td>
<td>$169,608</td>
<td>$144,141</td>
</tr>
</tbody>
</table>

| **Plan fiduciary net position** |               |               |               |
| Contributions - employer      | $ 16,478      | $ 24,021      | $ 16,319      |
| Net investment income         | 7,561         | 6,426         | 7,733         |
| Benefit payments              | (11,738)      | (10,754)      | (10,539)      |
| Administrative expense        | (1,322)       | (349)         | (277)         |
| Net change in plan fiduciary net position | 10,979 | 19,344 | 13,236 |
| **Plan fiduciary net position - beginning** | 101,642 | 82,298 | 69,062 |
| **Plan fiduciary net position - ending (b)** | $112,621 | $101,642 | $82,298 |
| Commission's net OPEB liability - ending (a) - (b) | $77,345 | $67,966 | $61,843 |
| Plan fiduciary net position as a percentage of the total OPEB liability | 59.28% | 59.93% | 57.11% |
| Covered payroll               | $ 294,304     | $ 280,385     | $ 267,598     |
| Commission's net OPEB liability as a percentage of covered payroll | 380.51% | 24.24% | 2311.00% |
| Measurement date              | June 30, 2019 | June 30, 2018 | June 30, 2017 |

* Fiscal year 2018 was the first year of implementation. Additional years will be presented as they become available.
## FIRST 5 MERCED COUNTY CHILDREN AND FAMILIES COMMISSION
### SCHEDULE OF OPEB CONTRIBUTIONS
#### AS OF JUNE 30, 2020
##### LAST 10 YEARS*

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2020</th>
<th>June 30, 2019</th>
<th>June 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actuarially Determined Contribution (ADC)</td>
<td>$11,738</td>
<td>$10,754</td>
<td>$9,084</td>
</tr>
<tr>
<td>Contributions in relation to the ADC</td>
<td>(4,680)</td>
<td>(4,676)</td>
<td>(12,995)</td>
</tr>
<tr>
<td>Contribution deficiency (excess)</td>
<td>$7,058</td>
<td>$6,078</td>
<td>($3,911)</td>
</tr>
<tr>
<td>Covered payroll</td>
<td>$294,304</td>
<td>$280,385</td>
<td>$268,598</td>
</tr>
<tr>
<td>Contributions as a percentage of covered payroll</td>
<td>3.99%</td>
<td>3.84%</td>
<td>3.39%</td>
</tr>
</tbody>
</table>

* Fiscal year 2018 was the first year of implementation. Additional years will be presented as they become available.
INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Board of Supervisors
County of Merced, California

To the Honorable Board of Commissioners
First 5 Merced County Children and
Families Commission

We have audited, in accordance with the auditing standards generally accepted in the
United States of America and the standards applicable to financial audits contained in
Government Auditing Standards issued by the Comptroller General of the United
States, the financial statements of the governmental activities and the general fund of
the First 5 Merced County Children and Families Commission (the Commission), as
of and for the fiscal year ended June 30, 2020, and the related notes to the financial
statements, which collectively comprise the Commission’s basic financial statements,
and have issued our report thereon dated __________, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the
Commission’s internal control over financial reporting (internal control) to determine
the audit procedures that are appropriate in the circumstances for the purpose of
expressing our opinions on the financial statements, but not for the purpose of
expressing an opinion on the effectiveness of the Commission’s internal control.
Accordingly, we do not express an opinion on the effectiveness of the Commission’s
internal control.

A deficiency in internal control exists when the design or operation of a control does
not allow management or employees, in the normal course of performing their
assigned functions, to prevent, or detect and correct, misstatements on a timely basis.
A material weakness is a deficiency, or a combination of deficiencies, in internal
control such that there is a reasonable possibility that a material misstatement of the
entity’s financial statements will not be prevented, or detected and corrected on a
timely basis. A significant deficiency is a deficiency, or a combination of
deficiencies, in internal control that is less severe than a material weakness, yet
important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first
paragraph of this section and was not designed to identify all deficiencies in internal
control that might be material weaknesses or significant deficiencies. Given these
limitations, during our audit we did not identify any deficiencies in internal control
that we consider to be material weaknesses. However, material weaknesses may
exist that have not been identified.
Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Commission’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that are required to be reported under Government Auditing Standards as described in the accompanying Schedule of Findings and Recommendations section of this report as Finding 2020-001.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission’s internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Commission’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Bakersfield, California
__________, 2020
INDEPENDENT AUDITOR’S REPORT ON STATE COMPLIANCE

To the Honorable Board of Supervisors
County of Merced, California

To the Honorable Board of Commissioners
First 5 Merced County Children and Families Commission

Compliance

We have audited the First 5 Merced County Children and Families Commission’s (the Commission) compliance with the requirements specified in the State of California’s Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act, issued by the State Controller’s Office, applicable to the Commission’s statutory requirements identified below for the fiscal year ended June 30, 2020.

Management’s Responsibility

Management is responsible for compliance with the requirements of the law and regulations applicable to the California Children and Families Act.

Auditor’s Responsibility

Our responsibility is to express an opinion on the Commission’s compliance with the requirements referred to above based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the State of California’s Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act, issued by the State Controller’s Office. Those standards and the State of California’s Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the statutory requirements listed below occurred. An audit includes examining, on a test basis, evidence about the Commission’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.
We believe that our audit provides a reasonable basis for our opinion on compliance. However, our audit does not provide a legal determination of the Commission’s compliance with those requirements. In connection with the audit referred to above, we selected and tested transactions and records to determine the Commission’s compliance with the state laws and regulations applicable to the following items:

<table>
<thead>
<tr>
<th>Description</th>
<th>Audit Guide</th>
<th>Procedures</th>
<th>Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracting and Procurement</td>
<td>6</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>3</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Conflict of Interest</td>
<td>3</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>County Ordinance</td>
<td>4</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Long-Range Financial Plans</td>
<td>2</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Financial Condition of the Commission</td>
<td>1</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Program Evaluation</td>
<td>3</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Salaries and Benefit Policies</td>
<td>2</td>
<td></td>
<td>Yes</td>
</tr>
</tbody>
</table>

Opinion

In our opinion, the Commission complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the California Children and Families Program for the fiscal year ended June 30, 2020.

Other Matters

The results of our auditing procedures disclosed an other instance of noncompliance, which are described in the accompanying Schedule of Findings and Questioned Costs as item 2020-001.

The Commission’s response to the noncompliance finding identified in our audit is described in the accompanying Schedule of Findings and Recommendations. The Commission’s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Bakersfield, California
__________, 2020
Finding 2020-001

Condition:

During our testing of compliance, we noted that administrative costs exceeded 10% of the Commission’s total operating budget.

Criteria:

The Commission shall establish a limit for administrative costs and implement a system to monitor its administrative costs.

Cause of Condition:

The Commission did not monitor the increase in salaries, benefits and training throughout the year as compared to the total operating budget as per the administrative cost limit calculation.

Effect of Condition:

The Commission exceeded its Administrative Cost limit.

Recommendation:

The Commission should consider revising its monitoring policy with the Board of Commissioners and applying a more frequent review of the administrative cost limit calculation during the year.

Management Response:

First 5 Merced County experienced a number of factors that contributed to the increased administrative cost rate.

(1) The new Executive Director coded more time to Administration then was reported by the previous Executive Director. Using the definitions and methodology outlined in the First 5 Fiscal Management Guide that was develop by the First 5 Association, an additional 941 hours were coded to Administration in FY 19/20 vs FY 18/19.

(2) First 5 Merced County developed a new Strategic Plan fro FY 20/21 through FY 24/25. All staff time spent coordinating focus groups, meeting with the Strategic Planning Consultant, distributing and collecting community surveys, reviewing needs assessment, and writing/editing the Strategic Plan was coded to Administration. This only happens every 5 years.

(3) COVID-19 caused a significant number of First 5 Merced grantees to under expenditure their contracted amount. This reduced the amount of funded expended on programs and increases the administrative rate for FY 19/20.

(4) Onboarding the new Executive Director, there was additional resource spend orienting the new ED to Merced County, the Commissioners, key county staff, Health Department process and procedures, and additional training on (databases, software and systems).

(5) Reduced staffing versus the approved budget. The adopted budget included an additional Support Service Analysts, and First 5 Program Specialist. A strategic decision was made not to
fill these two position while the new Strategic Plan was being developed, this will allow First 5 Merced to hire candidates with best skill set and experience for the new initiatives. Additionally the Support Service Analyst took an extended medical leave and ended up retiring mid-year. The majority of these cost savings would have been coded to Program and would have decreased the administrative rate.

First 5 Merced will be reviewing the Administrative Cost Limit Policy at a future Commission meeting and make modifications as necessary. Additionally First 5 Merced will add the administration, program and evaluation cost breakdown to the monthly expenditure report and will be presented to the First 5 Merced Commission at the monthly commission meeting.
No findings in the prior year.
AGENDA ITEM:  Audit Report for FY 19/20

A. Background/History:

The California Children and Families First Act of 1998 requires that, “On or before October 31 of each year,…each county commission shall conduct an audit of, and issue a written report on the implementation and performance of their respective functions during the preceding fiscal year, including at a minimum, the manner in which funds were expended, the progress toward, and the achievement of program goals and objectives, and the measurement of specific outcomes through appropriate reliable indicators”.

To that end, Commission Staff have prepared an annual report for FY 2019/2020. This report is presented to the Commission today for discussion, review and approval of the annual report.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Commission staff is requesting the Commission review, discuss, and adopt the Annual Report for the period July 1, 2019 through June 30, 2020.

C. Timeframe:

The Annual Report for Fiscal Year 2019-2020 will be submitted to First 5 California by the October 31st deadline and is before the Commission for final approval and adoption.

D. Costs:

There are no additional costs associated with this agenda item.

E. Staff Recommendation:

Commission staff is requesting the Commission review, discuss, and adopt the Audit Report for the period July 1, 2019 through June 30, 2020.

F. Attachments:

- DRAFT FY 2019-2020 Annual Report
The First 5 California Annual Report is divided into three parts as described below. The overall structure and contents of the report are similar to last year, based on First 5 California’s 2019-20 Annual Report Guidelines. The Annual Report is due to be submitted electronically to First 5 California by 11:59 pm, October 30, 2020.

- Revenue and Expenditure Summary (AR-1) – summarizes monetary and client count data to show the relationship between financial resources, services delivered, and clients served.
- Demographic Worksheet (AR-2) – summarizes total numbers of clients served, clients served by race/ethnicity, and clients served by language spoken.
- Evaluation Activities Completed, Findings, and Policy Impact (AR-3) – summarizes evaluation activities, findings and their policy impact.
- County Highlights – provides a snapshot of each county’s activity throughout the fiscal year.

### Revenue and Expenditure Summary (AR-1)

The total amount of revenue for FY 2019-20 was $3,922,148 (from draft audit documentation). Tobacco tax funds were the primary revenue source, followed by Proposition 56 backfill.

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tobacco Tax Funds</td>
<td>$2,168,196</td>
</tr>
<tr>
<td>First 5 Impact Funds</td>
<td>$703,914</td>
</tr>
<tr>
<td>Revenue for Interest Earned</td>
<td>$399,289</td>
</tr>
<tr>
<td>Other Funds (Proposition 56 Backfill)</td>
<td>$650,749</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$3,922,148</strong></td>
</tr>
</tbody>
</table>

The total amount of expenditures in FY 2019-20 was approximately $1.9 million (from draft audit documentation), which is about $1.7 million less than was brought in through revenue. With a beginning fund balance of $11,147,661, that leaves an ending fund balance of $13,187,279. Details about the spending by result area are provided later in this section.

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Program Expenditures</td>
<td>$1,534,956</td>
</tr>
<tr>
<td>Result Area 1 – Improved Family Functioning</td>
<td>$557,428</td>
</tr>
<tr>
<td>Result Area 2 – Improved Child Development</td>
<td>$879,639</td>
</tr>
<tr>
<td>Result Area 3 – Improved Child Health</td>
<td>$18,091</td>
</tr>
<tr>
<td>Result Area 4 – Improved Systems of Care</td>
<td>$79,799</td>
</tr>
<tr>
<td>Administrative Expenditures</td>
<td>$236,286</td>
</tr>
<tr>
<td>Evaluation Expenditures</td>
<td>$91,287</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$1,882,530</strong></td>
</tr>
<tr>
<td><strong>Net Change in Fund Balance</strong></td>
<td><strong>$2,039,618</strong></td>
</tr>
</tbody>
</table>
About 34% of the remaining fund balance is committed, while about 66% is assigned.

<table>
<thead>
<tr>
<th>Fund Balance Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nonspendable</td>
<td>$0</td>
</tr>
<tr>
<td>Restricted</td>
<td>$0</td>
</tr>
<tr>
<td>Committed</td>
<td>$4,459,506</td>
</tr>
<tr>
<td>Assigned</td>
<td>$8,726,773</td>
</tr>
<tr>
<td>Unassigned</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Total Fund Balance</strong></td>
<td><strong>$13,187,279</strong></td>
</tr>
</tbody>
</table>

**Program Expenditures and Clients Served by Result Area**

The Program Expenditures and numbers of clients served are reported by Service Category and Grantee Type within each Result Area. Although Contractors provide a wide range of services, First 5 California directed Commissions to assign each Contractor to the Service Category that best represents the majority of their services.

**Result Area 1: Improved Family Functioning**

Result Area 1 is Improved Family Functioning, comprising two Services (General Family Support, and Targeted Intensive Family Support). General Family Support programs provide short-term, non-intensive instruction on general parenting topics, and/or support basic family needs. The Contractors reported under General Family Support include:

- Merced County Office of Education Parents Helping Parents Program
- Hmong Culture Camp
- Joint Funding for City of Merced for Swim Lessons
- Merced Youth Connect (Mini Grant)
- Weaver School District (GROW Grant)
- Creative Communications Danaelle (GROW Grant)
- Kids Discovery Station (GROW Grant)

Targeted Intensive Family Support Services, as defined by the Annual Report guidelines, provide intensive and/or clinical services by a paraprofessional and/or professional in family support settings. They are generally designed to support at-risk parents and families to increase knowledge and skills related to parents and improved family functioning (e.g., counseling, parent-child interaction approaches, and long-term classes or groups). Home visiting programs working with children older than one year of age also fall under this service category. The Contractors reported under Intensive Family Support include:

- ACE Overcomers
- Sierra Vista Child and Family Services
- Merced County Office of Education Caring for Our Black Children Program
- Merced College Be Strong Families
<table>
<thead>
<tr>
<th>Grantee Type</th>
<th>Amount</th>
<th>Children Served</th>
<th>Primary Caregivers Served</th>
<th>Providers Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Based Organization</td>
<td>$109,557</td>
<td>16</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hmong Culture Camp</td>
<td>$53,041</td>
<td>16</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Merced Youth Connect – Play Adventures (Mini Grant)</td>
<td>$3,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Creative Communications Danaelle (GROW Grant)</td>
<td>$3,516</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Kids Discovery Station (GROW Grant)</td>
<td>$50,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>County Office of Education/School District</td>
<td>$71,666</td>
<td>0</td>
<td>109</td>
<td>0</td>
</tr>
<tr>
<td>MCOE Parents Helping Parents Program</td>
<td>$21,666</td>
<td>0</td>
<td>109</td>
<td>0</td>
</tr>
<tr>
<td>Weaver United School District (GROW Grant)</td>
<td>$50,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Public</td>
<td>$3,000</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>City of Merced – Swim Lessons</td>
<td>$3,000</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td>$85,139</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals for Result Area 1: General Family Support</strong></td>
<td><strong>$269,363</strong></td>
<td>18</td>
<td>109</td>
<td>0</td>
</tr>
<tr>
<td>Community Based Organization</td>
<td>$119,474</td>
<td>251</td>
<td>239</td>
<td>32</td>
</tr>
<tr>
<td>ACE Overcomers</td>
<td>$75,070</td>
<td>164</td>
<td>223</td>
<td>19</td>
</tr>
<tr>
<td>Sierra Vista Child and Family Services</td>
<td>$44,404</td>
<td>87</td>
<td>16</td>
<td>13</td>
</tr>
<tr>
<td>County Office of Education/School District</td>
<td>$20,950</td>
<td>0</td>
<td>24</td>
<td>0</td>
</tr>
<tr>
<td>MCOE Caring for Our Black Children Program</td>
<td>$20,950</td>
<td>0</td>
<td>24</td>
<td>0</td>
</tr>
<tr>
<td>Higher Education</td>
<td>$56,591</td>
<td>0</td>
<td>124</td>
<td>0</td>
</tr>
<tr>
<td>Merced College Be Strong Families</td>
<td>$56,591</td>
<td>0</td>
<td>124</td>
<td>0</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td>$91,051</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals for Result Area 1: Intensive Family Support</strong></td>
<td><strong>$288,065</strong></td>
<td>252</td>
<td>387</td>
<td>32</td>
</tr>
<tr>
<td><strong>Total for Result Area 1</strong></td>
<td><strong>$557,428</strong></td>
<td>270</td>
<td>496</td>
<td>32</td>
</tr>
</tbody>
</table>

* F5CA requires non-zero client counts for each grantee type within a service type/result area. One primary caregiver is reported to meet this requirement; however, no clients were directly served by this grantee type.

**Result Area 2: Improved Child Development**

Result Area 2 is Improved Child Development, comprising two Services (Quality Early Learning Supports, and Early Learning Programs). Quality Early Learning Supports are programs designed to enhance early learning programs, such as professional development for early educators, or implementation and integration of services (including Quality Matters, aka F5 IMPACT or QRIS). The Contractor reported under this Service Type includes:

- MCOE for QRIS (F5CA IMPACT) and Children’s Leadership Institute (Joint Funding)

Early Learning Programs may include preschool programs, kindergarten transition services, playgroups, and other early learning programs for primary caregivers and their children.
together. These programs may also serve the primary caregiver and their children together. The Contractors reported under this Service Type include:

- Deaf and Hard of Hearing

<table>
<thead>
<tr>
<th>Grantee Type</th>
<th>Amount</th>
<th>Children Served</th>
<th>Primary Caregivers Served</th>
<th>Providers Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Office of Education/School District</td>
<td>$588,260</td>
<td>1,891</td>
<td>0</td>
<td>268</td>
</tr>
<tr>
<td>MCOE IMPACT</td>
<td>$568,260</td>
<td>1,891</td>
<td>0</td>
<td>268</td>
</tr>
<tr>
<td>MCOE Children's Leadership Training Institute</td>
<td>$20,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td>$283,336</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals for Result Area 2: Quality Early Learning Supports</strong></td>
<td><strong>$871,596</strong></td>
<td><strong>1,892</strong></td>
<td>0</td>
<td>268</td>
</tr>
<tr>
<td>Community Based Organization</td>
<td>$5,501</td>
<td>97</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Deaf and Hard of Hearing</td>
<td>$5,501</td>
<td>97</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td>$2,542</td>
<td>1*</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals for Result Area 2: Early Learning Programs</strong></td>
<td><strong>$8,043</strong></td>
<td><strong>98</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total for Result Area 2</strong></td>
<td><strong>$879,639</strong></td>
<td><strong>1,990</strong></td>
<td>0</td>
<td>268</td>
</tr>
</tbody>
</table>

*F5CA requires non-zero client counts for each grantee type within a service type/result area. One child is reported to meet this requirement; however, no clients were directly served by this grantee type.

**Result Area 3: Improved Child Health**

Result Area 3 is Improved Child Health, comprising four Services (General Health Education and Promotion, Prenatal and Infant Home Visiting, Oral Health, and Early Intervention). No First 5 Merced County-funded services fall under Prenatal and Infant Home Visiting, or Oral Health.

General Health Education and Promotion includes programs promoting children’s healthy development, such as nutrition, fitness, and access to health insurance and services. Programs improving awareness of child safety issues also fall under this category. The Contractor reported under this Service Type include:

- Merced Youth Connect MYC App (Mini Grant)

Early Intervention services provide screening, assessment, diagnostic, early intervention, and intensive services, including mental health consultations, and strategies targeting language and communication skills, social and emotional development, developmental delays, and related parent education. Help Me Grow and similar strategies fall under this category. The Contractors reported under this Service Type include:

- Help Me Grow (implemented by F5MC)
### Result Area 4: Improved Systems of Care

Result Area 4 is Improved Systems of Care, comprising two Services (Policy and Public Advocacy, and Program and Systems Improvement Efforts). Policy and Public Advocacy includes community awareness, public outreach, and education on issues related to young children and their families, along with work focused on policy change, work with local and statewide stakeholders, policy development, and related efforts. The Contractors reported under Policy and Public Advocacy includes:

- Children’s Summit and Hands on Heroes (canceled due to pandemic)
- Week of the Young Child Event (canceled due to pandemic)
- 19 Sponsorships

Program and Systems Improvement Efforts improve service quality, connections between programs, infrastructure support, and professional development. Improvements can be geared toward creating a well-trained 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. First 5 Merced County work reported under Program and Systems Improvement Efforts includes:

- Healthy House Afya Maternal/Child Church-Based Health Network
- Nurturing Hmong Children, Empowering Hmong Parents and Caregivers
<table>
<thead>
<tr>
<th>Event</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Down Syndrome Association – Fall Fest</td>
<td>$1,000</td>
</tr>
<tr>
<td>Knights of Columbus - Kite Festival</td>
<td>$1,000</td>
</tr>
<tr>
<td>Atwater Relay for Life - Children's Cancer Survivor Christmas Party</td>
<td>$1,000</td>
</tr>
<tr>
<td>Kiwanis - Egg Hunt</td>
<td>$1,000</td>
</tr>
<tr>
<td>Other Public</td>
<td>$8,000</td>
</tr>
<tr>
<td>DCSS - Kids Connect Community Celeb</td>
<td>$1,000</td>
</tr>
<tr>
<td>City of Gustine - Trunk or Treat</td>
<td>$1,000</td>
</tr>
<tr>
<td>City of Merced P &amp; R - Lights before Xmas</td>
<td>$1,000</td>
</tr>
<tr>
<td>City of Merced P &amp; R - Tiny Tots Pumpkin</td>
<td>$1,000</td>
</tr>
<tr>
<td>City of Merced P &amp; R - Santa's Workshop</td>
<td>$1,000</td>
</tr>
<tr>
<td>City of Merced – Zoo Boo</td>
<td>$1,000</td>
</tr>
<tr>
<td>Merced Police &amp; Fire Toy Drive</td>
<td>$1,000</td>
</tr>
<tr>
<td>MCAO - Breastfeeding Celebration Family Fun Fair</td>
<td>$1,000</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td>$17,210</td>
</tr>
<tr>
<td>Totals for Result Area 4: Policy and Advocacy</td>
<td>$32,710</td>
</tr>
<tr>
<td>Community Based Organization</td>
<td>$32,205</td>
</tr>
<tr>
<td>Healthy House Afya Maternal/Child Church-Based Health Network</td>
<td>$16,241</td>
</tr>
<tr>
<td>Nurturing Hmong Children</td>
<td>$15,965</td>
</tr>
<tr>
<td>First 5 County Commission</td>
<td>$14,884</td>
</tr>
<tr>
<td>Totals for Result Area 4: Program and Systems Improvement Efforts</td>
<td>$47,089</td>
</tr>
<tr>
<td>Total for Result Area 4</td>
<td>$79,799</td>
</tr>
</tbody>
</table>

*Note: Counts by client type are not included in the Annual Report for this Result Area.*

Demographic Worksheet (AR-2)

The Demographic Worksheet captures unduplicated counts of clients who participated in First 5 Merced County-funded activities/services at the county level. Client and demographic data from Contractors’ quarterly data entry and reports in Persimmony were used to calculate totals of clients served and their demographics. These numbers do not need to be broken down by Result Area or Grantee Type. Contractors were instructed to input unduplicated clients in their quarterly reports (new clients only each subsequent quarter). As with the AR-1, the AR-2 does not include counts for activities under Result Area 4: Improved Systems of Care. The following numbers of clients served are what will be reported in the Annual Report, which excludes the client counts for Result Area 4 with possible duplication across Contractors.

<table>
<thead>
<tr>
<th>Children Less than 3 Years Old</th>
<th>Children from 3rd to 6th Birthday</th>
<th>Children 0 to 5 years old (specific age unknown)</th>
<th>Primary Caregivers</th>
<th>Other Family Members</th>
<th>Providers Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>414</td>
<td>1,787</td>
<td>55</td>
<td>496</td>
<td>401</td>
<td>303</td>
</tr>
</tbody>
</table>

Total Population Served: 3,456
The Primary Language Spoken in the Home section captures the primary language predominantly or exclusively spoken at home for the population served. The totals are required to match the total population served numbers. “Unknown” means that the data were not collected or the client declined to provide the information.

<table>
<thead>
<tr>
<th>Primary Language</th>
<th>Children</th>
<th>Parents and Caregivers</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>165</td>
<td>245</td>
</tr>
<tr>
<td>Spanish</td>
<td>1,444</td>
<td>75</td>
</tr>
<tr>
<td>Mandarin</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Vietnamese</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>229</td>
<td>2</td>
</tr>
<tr>
<td>Unknown</td>
<td>415</td>
<td>174</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2,256</td>
<td>496</td>
</tr>
</tbody>
</table>

The Race/Ethnicity of Population Served section captures unduplicated counts of program participants by racial and ethnic category. These categories follow conventions of the California Department of Finance and U.S. Census Bureau. Again, these totals are required to match the total population served numbers. “Unknown” means that the data were not collected or the client declined to provide the information.

<table>
<thead>
<tr>
<th>Race/Ethnicity</th>
<th>Children</th>
<th>Parents and Caregivers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska Native/American Indian</td>
<td>24</td>
<td>0</td>
</tr>
<tr>
<td>Asian</td>
<td>101</td>
<td>4</td>
</tr>
<tr>
<td>Black/African American</td>
<td>92</td>
<td>12</td>
</tr>
<tr>
<td>Hispanic/Latino</td>
<td>1,224</td>
<td>205</td>
</tr>
<tr>
<td>White</td>
<td>424</td>
<td>101</td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td>110</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>229</td>
<td>0</td>
</tr>
<tr>
<td>Two or More Races</td>
<td>13</td>
<td>18</td>
</tr>
<tr>
<td>Unknown</td>
<td>39</td>
<td>156</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2,256</td>
<td>496</td>
</tr>
</tbody>
</table>

The Duplication Assessment provides context for the counts of persons served in the Demographic Worksheet. The rating (ranging from 0% to 100%) identifies the level of certainty that numbers reported in the Demographic Worksheet are unduplicated (with 100% indicating complete duplication). Confidence in data indicates the level of confidence in the rating of the degree of duplication.

<table>
<thead>
<tr>
<th>Degree of Duplication</th>
<th>Confidence in Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>25%</td>
<td>Somewhat Confident</td>
</tr>
</tbody>
</table>

**Additional details:** Client counts are unduplicated within each service type within each Contractor’s data, when possible; however, we do not collect identifying client information and cannot cross-check duplicate clients across service types or across Contractors. Additionally, many service types do not permit collection of identifying information (e.g., Mini-Grants), which
means that Contractors cannot verify duplication of clients across those services. We know it is possible that any given client received services from two Contractors (leading to duplication), as well.

**Evaluation Activities Completed, Findings, and Policy Impact (AR-3)**

In this section, each County Commission provides a description of evaluation activities completed, evaluation findings, and their policy impact during the fiscal year. This includes activities in all four Result Areas, and evaluations of prior year programs conducted during the current fiscal year.

The following is the text of the Evaluation Activities Completed, Findings, and Policy Impact response (maximum of 4,000 characters) to be submitted to First 5 California.

*Text To Be Submitted:* First 5 Merced County (F5MC) finished the last year of its strategic plan in FY19-20, and the external evaluator completed a comprehensive evaluation of the entire strategic plan period (FY16-17 through FY19-20). F5MC Commissioners, staff, Contractors, and the evaluator collaboratively designed a theory of change and defined outcomes, mapping out how direct services and systems improvement efforts supported families. Data collection included monthly staff group interviews, observations and meeting attendance, administrative and program documentation, quarterly Contractor reports and program data, site visits with service observations, focus groups, key informant interviews, and compilation of community-level indicators from secondary data sources. Each year, Contractors tracked the services they delivered and the families they served, and collected client vignettes.

Community-level indicators track population-level outcomes to which F5MC contributes, but which are not entirely within F5MC’s power to change. These indicators were measured using existing public data sets, such as the U.S. Census and the County’s Health Department. The baseline for the evaluation is 2015, the calendar year immediately prior to the beginning of the F5MC Strategic Plan, or the soonest year after that for which data are available. Compiled for each year of available data, year-to-year trend lines showed changes in the indicators over time. While rates of poverty for young children, receipt of prenatal care, low birthweight, and receiving annual dental exams were consistent over time, rates of teen mothers and allegations of child maltreatment tended to decrease over time. Rates of hospitalization of children for mental health issues, and English and Language Arts/Literacy (ELA) proficiency tended to increase over time. The percentage of income-eligible children ages 0 to 5 with an available spot in an early care and education program declined from 2016 to 2019.

Contractors observed parents and caregivers being more aware of and more frequently using resources in the community, as supported by their increased awareness of perceived value of and demand for services. Family service providers exchanged a greater number of referrals with other local service providers, and built more and better partnerships with those other providers. Families that previously felt isolated got connected to services and built relationships with other families, strengthening their support networks.

Programs helped parents to learn coping skills for themselves as individuals and as parents. Parents and caregivers reported improvements in their parenting knowledge and skills. For
example, on a pre-post assessment, parents who participated in the Caring for Our Black Children training demonstrated improvements in parenting competencies and frequency of parenting behaviors. Most parents reported seeing improvements in their relationship with their children. Parents were better able to manage hardships in the family and personal life, along with their kids’ 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 some programs, developing and leading community-centered programming.

Children made developmental gains, as well. Contractors observed improvements in children’s coping and self-regulation skills. Clinicians reported improvements in adjustment, ADHD disorders, and the parent/child relationship for children who received counseling.

The evaluator facilitated quarterly Learning Group meetings with F5MC and its Contractors. At each meeting, participants reflected on data, and determined what actions could be taken to improve services.

**County Highlights**

The County Highlights are a brief summary of the Commission’s accomplishments and achievements from the fiscal year. Each County Commission describes two or three highlights or accomplishments from the fiscal year. Highlights from the County Commissions are combined and included as part of the First 5 California Annual Report.

The following is the text of the County Highlights (maximum of 2,000 characters) to be submitted to First 5 California.

*Text To Be Submitted:* First 5 Merced County (F5MC) finished the last year of its strategic plan in FY19-20, and engaged in a strategic planning process developed a new plan that starts in FY20-21. Over the year, F5MC 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, and mental health services, cultural connection for families, and in-school services. Further, F5MC supported innovative, quality 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 relationship with their children. Parents were better able to manage hardships in the family and personal life, along with their kids’ 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 some programs, developing and leading community-centered programming.
2020-10-017

Final Budget Proposal
FY 20/21
A. Background/History:

Annually, each county department is requested to submit their proposed budget to the Administrative Office for approval. Attached please find a copy of the proposed First 5 Merced County Children and Families Commission (40600, 40601, 40602, 40603 & 40605) budget for FY 2019/2020 that will be contained in the Health Department Budget. The budget was established based upon the 2020-2025 Strategic Plan at was presented and approved at the June 2020 Commission Meeting.

Upon Commission review, staff is prepared to discuss any questions about budgeted expenses or revenue. Additionally, staff is prepared to discuss the county & department budget process and address budget modifications with the Commission at this meeting.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Staff requests the Commission review, discuss, and consider approving the First 5 Merced budget for FY 2020/2021.

C. Timeframe:

Budget period from 07/01/2020 through 06/30/2021

D. Costs:

The total costs budgeted for FY 2020/2021 is $4,358,689

E. Staff Recommendation:

Staff recommends the Commission adopt the FY 2020/2021 budget as presented.

F. Attachments:

- DRAFT Final FY 20/21 Budget
Program Overview
First 5 Merced County (F5MC) spent approximately $1.4 million to support services for more than 7,000 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 (ACE Overcomers, Parents Helping Parents, and Be Strong Families), intensive family screening, home visiting, and mental health services (Sierra Vista Child and Family Services), cultural connection for families (Hmong Culture Camp), and in-school services (Deaf and Hard of Hearing Services Center). Further, F5MC supported innovative, quality 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. These funded initiatives include AFYA Maternal/Child Church-based Health Network, Nurturing Hmong Families, and Caring for Our Black Children. F5MC coordinated a convening focused on Help Me Grow (early screening and intervention) and cannabis, as part of its policy and advocacy work. Efforts to improve the quality of early care environments include funds for First 5 IMPACT, Early Educator’s Institute, and stipends for a Child Development and Care Certificate program at UC Merced. Broader activities, including the Children’s Summit, the Week of the Young Child event, local program/event sponsorships, and Hands on Heroes, aim to increase awareness and advocacy for early childhood, while also increasing access to high-quality environments for families.

Mandates
First 5 Merced County is required to conduct the following activities and submit documentation to First 5 California on an annual basis:

- The county commission has adopted either a new or revised county strategic plan, conducted the required public hearing, and submitted the adopted plan and any revisions to the state commission, pursuant to Health and Safety Code Section 130140 (a)(1)(D), (E) and (F).
- The county commission has conducted the required public hearing on its FY 2017–18 annual audit, pursuant to Health and Safety Code Section 130140(d)(2).
- The county commission has conducted the required public hearing on its FY 2017–18 annual report (e.g., data submitted through First 5 California’s Annual Report Web-based Reporting System), pursuant to Health and Safety Code Section 130140(d)(2).
- The county commission has conducted the required public hearing on the State Commission’s FY 2017–18 annual report, pursuant to Health and Safety Code Section 130140(d)(3).

Program Description
First 5 Merced is required by law to develop an adequate strategic plan. The organization is currently in the final year of a 4-year plan and has started the process to develop a new strategic plan. While it is not know at this time the exact details of the 2020 to 2025 plan, it will address the strategic results defined by Proposition 10 listed below.

Proposition 10 Strategic Results
1. Improved Health and Development. Children who are healthy in mind, body, and spirit grow up confident in their ability to live a fulfilling, productive life. Healthy children have sufficient nutrition, health care, nurturing, guidance, and mental stimulation; and they live in families and communities that value them.

2. Improved Early Education. The importance of preparing children to succeed in school is critical. Skills that allow one to problem solve and think creatively are developed in early childhood education settings and nurtured through community and parental reinforcement.

3. Improved Family Resilience. Successful and strong families are those that are able to provide for the physical, mental, and emotional development of their children. Young children are entirely dependent upon caregivers for survival, and nurturing parents and caregivers provide the foundation for a child’s ability to create successful relationships, solve problems, and carry out responsibilities.

4. Improved Systems. Many parents and caregivers with young children have difficulty in accessing existing forms of assistance, much less learning about and utilizing new services that are introduced. Services must be made available in a culturally competent manner, embracing the differences in cultures and languages within the county. The system of children and family services should also recognize the challenges faced by families whose children have disabilities or other special needs, and work to make services more accessible to these families.

Budget

In November 1998, California voters passed Proposition 10, the “Children and Families Act of 1998” initiative. The act levies a tax on cigarettes and other tobacco products to provide funding for early childhood development programs. Revenues generated from the tobacco tax must be used to enhance the early growth experiences of children, enabling them to be more successful in school and ultimately to give them an equal opportunity to succeed in life. Revenues must be used for the following specific purposes:

- To create a comprehensive and integrated delivery system of information and services to promote early childhood development;
- To support parenting education, child health and wellness, early child care and education, and family support services; and
- To educate Californians on the importance of early childhood development and smoking cessation.

Tobacco tax revenues are collected at the state level. Eighty percent of these funds are then allocated to the 58 counties according to annual birth rates. The remaining 20 percent of the money is allocated to First 5 California to support statewide programs, research, and media campaigns.

Impact to Program Due to Budget Decrease
First 5 Merced is funded by the Proposition 10 tobacco Tax, over the past 10 years on average First 5 Merced has seen a 2.7% decrease in Proposition 10 funding. It is projected that First 5 Merced will continue to experience a similar decrease in future years.

At this time First 5 Merced has a fund balance in the Children and Families trust and therefore does not anticipate a negative impact to current initiatives.
<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>JOB CODE</th>
<th>DESCRIPTION &amp; JUSTIFICATION</th>
<th>FY19/20 Final Budget</th>
<th>FY 20/21 Final Budget</th>
<th>Variance FY19/20 Final to FY20/21</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10111</td>
<td></td>
<td>OVERTIME - PERMANENT EMPLOYEES</td>
<td>3,000</td>
<td>3,000</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>H60000 Overtime for community events 100hrs @ $30/hr</td>
<td>3,000</td>
<td>3,000</td>
<td>-</td>
</tr>
<tr>
<td>10150</td>
<td></td>
<td>SALARIES AND WAGES - EXTRA HELP</td>
<td>52,000</td>
<td>3,000</td>
<td>(52,000)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>H60000 EH Special Projects Coordinator (Class 0468) - $40/hr * 1300hrs =</td>
<td>52,000</td>
<td>-</td>
<td>(52,000)</td>
</tr>
<tr>
<td>10160</td>
<td></td>
<td>SPECIAL PAYS</td>
<td>1,300</td>
<td>1,235</td>
<td>(65)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>H60000 Bilingual pay for one (1) Office Assistant: 1,900 hrs x 0.65/hr. =</td>
<td>1,300</td>
<td>1,235</td>
<td>(65)</td>
</tr>
<tr>
<td>10181</td>
<td></td>
<td>VACATION PAYOFF</td>
<td>5,000</td>
<td>5,000</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>H60000 Average buyout expenditure based on previous years experience.</td>
<td>5,000</td>
<td>5,000</td>
<td>-</td>
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<tr>
<td>10182</td>
<td></td>
<td>SICK LEAVE PAYOFF</td>
<td>3,800</td>
<td>3,800</td>
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<tr>
<td></td>
<td></td>
<td>H60000 Average buyout expenditure based on previous years experience.</td>
<td>3,800</td>
<td>3,800</td>
<td>-</td>
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<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>20610</td>
<td></td>
<td>COMMUNICATIONS - INTERNAL SERVICES</td>
<td>4,968</td>
<td>4,463</td>
<td>(505)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>H60000 Information Systems/Communication Service Level Agreement estimate</td>
<td>4,968</td>
<td>4,463</td>
<td>(505)</td>
</tr>
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<td>21200</td>
<td></td>
<td>MAINTENANCE - EQUIPMENT</td>
<td>1,200</td>
<td>1,200</td>
<td>-</td>
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<tr>
<td></td>
<td></td>
<td>H60000 Maintenance cost for copier:</td>
<td>1,200</td>
<td>1,200</td>
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<tr>
<td>21300</td>
<td></td>
<td>MAINTENANCE - STRUCTURE, IMPROV &amp; GROUNDS</td>
<td>1,080</td>
<td>1,080</td>
<td>-</td>
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<td></td>
<td></td>
<td>H60000 Landscape maintenance cost $90*12</td>
<td>1,080</td>
<td>1,080</td>
<td>-</td>
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<tr>
<td>21500</td>
<td></td>
<td>MEMBERSHIPS</td>
<td>6,500</td>
<td>6,630</td>
<td>130</td>
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<td></td>
<td></td>
<td>H60000 Membership dues for the F5 Association</td>
<td>6,500</td>
<td>6,630</td>
<td>130</td>
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<tr>
<td>21700</td>
<td></td>
<td>OFFICE EXPENSE - GENERAL</td>
<td>9,000</td>
<td>9,000</td>
<td>-</td>
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<tr>
<td></td>
<td></td>
<td>Office supplies - Stores (Office Depot, Costco), copier supplies, ribbons, paper, envelopes, folders, postage, books, magazine subscriptions, pamphlets, brochures, H60000 toner cartridges, etc., estimated at:</td>
<td>9,000</td>
<td>9,000</td>
<td>-</td>
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<tr>
<td>21805</td>
<td></td>
<td>PROFESSIONAL &amp; SPECIAL SERVICES - AUDITS</td>
<td>12,030</td>
<td>12,030</td>
<td>-</td>
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<tr>
<td></td>
<td></td>
<td>H60000 Appropriation for independent external audits, estimated at:</td>
<td>12,030</td>
<td>12,030</td>
<td>-</td>
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<tr>
<td>21810</td>
<td></td>
<td>PROFESSIONAL &amp; SPECIAL SERV-CONTRACTUAL AGREE</td>
<td>25,000</td>
<td>25,000</td>
<td>(25,000)</td>
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<tr>
<td></td>
<td></td>
<td>H60000 Strategic Plan Professional Consultant</td>
<td>25,000</td>
<td>25,000</td>
<td>(25,000)</td>
</tr>
</tbody>
</table>
**ACCOUNT NUMBER** | **JOB CODE** | **DESCRIPTION & JUSTIFICATION** | **FY19/20 Final Budget** | **FY 20/21 Final Budget** | **Variance FY19/20 Final to FY20/21 Final**
--- | --- | --- | --- | --- | ---
21812 | | PROFESSIONAL & SPECIAL SERV- DATA PROCESSING | 14,280 | 17,079 | 2,799

Data Processing charges for the support of personal computers, Web Page, FIRMS
H60000: Inquiry and reports, estimated at:
14,280 | 17,079 | 2,799

21856 | | PROFESSIONAL & SPEC SERV - OTHER COUNTY DEPARTMENTS | 20,000 | 20,000 | -

H60000: Other county department's administration costs associated with First 5 Merced
20,000 | 20,000 | -

21876 | | PROFESSIONAL & SPEC SERV - BUILDING MAINTENANCE | 46,877 | 15,686 | (31,191)

H60000: Building maintenance - DPW/Janitorial/Other
46,877 | 15,686 | (31,191)

21900 | | PUBLICATIONS & LEGAL NOTICES | 2,000 | 2,000 | -

H60000: Prop 10 publications and legal notices, estimated at:
2,000 | 2,000 | -

22300 | | SPEC DEPT EXPENSE - OTHER | 56,100 | 37,500 | (18,600)

H60000: County cost allocation plan estimate.
82,285 | 49,406 | (32,879)

22327 | | SPEC DEPT EXPENSE - COST ALLOCATION PLAN | 82,285 | 49,406 | (32,879)

H60000: County cost allocation plan estimate.
82,285 | 49,406 | (32,879)

22345 | | SPEC DEPT EXPENSE - INSURANCE PREMIUMS | 8,318 | 8,318 | -

Annual premiums for commission coverages, estimated at:
H60000: SPIP-Special property insurance program
1,718 | 1,718 | -

H60000: Crime and honesty bond premium
3,300 | 3,300 | -

H60000: Crime bond buy down
1,500 | 1,500 | -

H60000: SLIP-Special liability insurance policy
1,800 | 1,800 | -

22350 | | SPEC DEPT EXPENSE - SOFTWARE | 1,740 | 2,280 | 540

H60000: Software expenses (web design, Maxim, etc.)
1,380 | 1,380 | -

H60000: MAYACO - Dashboard maintenance
360 | - | (360)

H60000: Base Camp Project Management Software
900 | 900 | -

22500 | | TRANSPORTATION & TRAVEL - DAY TRAVEL | 6,000 | 6,000 | -

H60000: Reimbursement for day trips, registrations, mileage, etc.: 6,000 | 6,000 | -

22505 | | TRANSPORTATION & TRAVEL - STAFF DEVELOPMENT | 900 | 900 | -

Costs associated with Management staff development (F5 Director, F5 Program
H60000: Manager, & F5 program Specialist)
900 | 900 | -

22511 | | TRANSPORTATION & TRAVEL - COUNTY VEHICLE | 1,650 | 1,650 | -

Department of Public Works (DPW)- Fleet Management pool cars associated with
H60000: vehicle usage
1,650 | 1,650 | -
**LINE ITEM JUSTIFICATION FORM**
**FOR APPROPRIATION AND REVENUE**
**FISCAL YEAR 2020/21**

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>JOB CODE</th>
<th>DESCRIPTION &amp; JUSTIFICATION</th>
<th>FY19/20 Final Budget</th>
<th>FY 20/21 Final Budget</th>
<th>Variance FY19/20 Final to FY20/21 Final</th>
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</thead>
<tbody>
<tr>
<td>22515</td>
<td></td>
<td>TRANSPORTATION &amp; TRAVEL - IN STATE</td>
<td>15,000</td>
<td>15,000</td>
<td>-</td>
</tr>
</tbody>
</table>

  Reimbursement for In State travel expenses, such as hotel and conference registration, meals, airfare, taxis, shuttle, etc. - estimated at: 10,000 10,000 -

  H60000 Costs associated with Commission development - for Commissioner travel 5,000 5,000 -

| 43800          |          | INTRAFUND TRANSFERS IN         | (95,091)             | (95,091)              | -                                      |

  H60000 Staff time spent in IMPACT grant (95,091) (95,091) -

**REVENUE**

| 94200          |          | INTEREST                      | 200,000              | 200,000               | -                                      |

  H60000 Trust fund interest earnings 200,000 200,000 -

| 95387          |          | STATE PROP 56 TOB TAX         | -                    | 200,000               |                                        |

  H60000 Prop 56 Tobacco tax back fill (deposit amounts vary): 200,000 200,000 -

| 95388          |          | STATE PROP 10 TOB TAX         | 2,406,695            | 2,541,765             | 135,070                                |

  H60000 Prop 10 Allocation received on a monthly basis (deposit amounts vary): 2,406,695 2,541,765 135,070 -

  H60000 From Trust to balance - - -

<table>
<thead>
<tr>
<th></th>
<th>FY19/20 Final Budget</th>
<th>FY 20/21 Final Budget</th>
<th>Variance FY19/20 Final to FY20/21 Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Benefits</td>
<td>921,374</td>
<td>865,080</td>
<td>(56,294)</td>
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<tr>
<td>Account 10111-10182</td>
<td>65,100</td>
<td>13,035</td>
<td>(52,065)</td>
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<td>Salaries &amp; Benefits Subtotal</td>
<td>986,474</td>
<td>878,115</td>
<td>(108,359)</td>
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<tr>
<td>21001 GL</td>
<td>5,640</td>
<td>4,556</td>
<td>(1,084)</td>
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<tr>
<td>Serv &amp; Supplies BU40600</td>
<td>314,928</td>
<td>210,222</td>
<td>(104,706)</td>
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<tr>
<td>Services &amp; Supplies Subtotal</td>
<td>320,568</td>
<td>214,778</td>
<td>(105,790)</td>
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<tr>
<td>Serv &amp; Supp BU40605</td>
<td>2,654,168</td>
<td>2,251,000</td>
<td>(403,168)</td>
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<tr>
<td>Other Charges</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Fixed Assets</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total 40600 &amp; 40605</td>
<td>3,961,210</td>
<td>3,343,893</td>
<td>(617,317)</td>
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<tr>
<td>Exp Trans &amp; Reimb</td>
<td>95,091</td>
<td>95,091</td>
<td>-</td>
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<tr>
<td>Revenue</td>
<td>2,606,695</td>
<td>2,941,765</td>
<td>335,070</td>
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<tr>
<td>Net Fund Cost</td>
<td>1,259,424</td>
<td>307,037</td>
<td>(952,387)</td>
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Page Number: 162
### SERVICES AND SUPPLIES

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>JOB CODE</th>
<th>DESCRIPTION &amp; JUSTIFICATION</th>
<th>FY 19/20 Final Budget</th>
<th>FY 20/21 Final Budget</th>
<th>Variance FY19/20 Final to FY20/21 Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>21810</td>
<td>PROFESSIONAL &amp; SPECIAL SERV-CONTRACTUAL AGREEMENT</td>
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<td>419,000</td>
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<tr>
<td></td>
<td>a. MCOE Resource and Referral</td>
<td>236,500</td>
<td>236,500</td>
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<td></td>
<td>b. MCOE Family Engagement</td>
<td>147,500</td>
<td>147,500</td>
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<td></td>
<td>c. Mini Grants</td>
<td>15,000</td>
<td>15,000</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Data system contract (iPinwheel)</td>
<td>20,000</td>
<td>20,000</td>
<td>-</td>
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<tr>
<td>21840</td>
<td>PROFESSIONAL &amp; SPEC SERV - ADMINISTRATIVE SERV</td>
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<td>95,091</td>
<td>-</td>
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<tr>
<td></td>
<td>10% of Executive Director salary</td>
<td>12,879</td>
<td>12,879</td>
<td>-</td>
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<tr>
<td></td>
<td>10% of Executive Director benefits</td>
<td>10,388</td>
<td>10,388</td>
<td>-</td>
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<tr>
<td></td>
<td>15% of Staff Support Analyst salary</td>
<td>9,094</td>
<td>9,094</td>
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<tr>
<td></td>
<td>15% of Staff Support Analyst benefits</td>
<td>8,439</td>
<td>8,439</td>
<td>-</td>
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<tr>
<td></td>
<td>30% of Program Manager salary</td>
<td>26,173</td>
<td>26,173</td>
<td>-</td>
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<td></td>
<td>30% of Program Manager benefits</td>
<td>28,118</td>
<td>28,118</td>
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<td>22300</td>
<td>SPEC DEPT EXPENSE - OTHER</td>
<td>70,000</td>
<td>70,000</td>
<td>-</td>
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<tr>
<td></td>
<td>a. Training and related costs - Merced</td>
<td>2,500</td>
<td>2,500</td>
<td>-</td>
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<tr>
<td></td>
<td>b. Training and related costs - Mariposa</td>
<td>2,500</td>
<td>2,500</td>
<td>-</td>
<td></td>
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<tr>
<td></td>
<td>c. Incentives</td>
<td>5,000</td>
<td>5,000</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Program materials (indirect)</td>
<td>60,000</td>
<td>60,000</td>
<td>-</td>
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</tr>
<tr>
<td></td>
<td>e. Mini Grants for Impact participants</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>22500</td>
<td>TRANSPORTATION &amp; TRAVEL - DAY TRAVEL</td>
<td>3,205</td>
<td>3,205</td>
<td>-</td>
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<tr>
<td></td>
<td>Reimbursement for day trips, registrations, mileage, etc.</td>
<td>3,205</td>
<td>3,205</td>
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<tr>
<td>22511</td>
<td>TRANSPORTATION &amp; TRAVEL - COUNTY VEHICLE</td>
<td>1,000</td>
<td>1,000</td>
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<tr>
<td></td>
<td>Fleet Vehicle Mileage Costs</td>
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<tr>
<td>22515</td>
<td>TRANSPORTATION &amp; TRAVEL - IN STATE</td>
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<td>4,500</td>
<td>2,000</td>
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<tr>
<td></td>
<td>Reimbursement for In-State travel expenses, such as hotel and conference expenses</td>
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<td>4,500</td>
<td>2,000</td>
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<td></td>
<td>BUILD Initiative Conference</td>
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### REVENUE

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<th>ACCOUNT</th>
<th>DESCRIPTION &amp; JUSTIFICATION</th>
<th>FY 19/20 Final Budget</th>
<th>FY 20/21 Final Budget</th>
<th>Variance FY19/20 Final to FY20/21 Final</th>
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</thead>
<tbody>
<tr>
<td>95388</td>
<td>STATE PROP 10 TOB TAX</td>
<td>548,643</td>
<td>428,115</td>
<td>(120,528)</td>
</tr>
<tr>
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<td>First 5 California IMPACT BASE layer funding</td>
<td>144,992</td>
<td>428,115</td>
<td>283,123</td>
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<td>First 5 California IMPACT STEP layer funding</td>
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<td>ACCOUNT NUMBER</td>
<td>JOB CODE</td>
<td>DESCRIPTION &amp; JUSTIFICATION</td>
<td>FY 19/20 Final Budget</td>
<td>FY 20/21 Final Budget</td>
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<td>-----------------------------</td>
<td>-----------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Salaries &amp; Benefits</td>
<td>590,796</td>
<td>595,796</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Serv &amp; Supp</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other Charges</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fixed Assets</td>
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<tr>
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<td>Subtotal</td>
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<td>Revenue</td>
<td>548,643</td>
<td>428,115</td>
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<td></td>
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<td>Net County Cost</td>
<td>42,153</td>
<td>167,681</td>
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### SERVICES AND SUPPLIES

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</thead>
<tbody>
<tr>
<td>21810</td>
<td></td>
<td>PROFESSIONAL &amp; SPECIAL SERV-CONTRACTUAL AGREE</td>
<td>-</td>
<td>100,000</td>
<td>100,000</td>
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<tr>
<td>60100</td>
<td>a.</td>
<td>Home visitation TBD grants</td>
<td>100,000</td>
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<td>-</td>
</tr>
<tr>
<td>60100</td>
<td>b.</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>22300</td>
<td></td>
<td>SPEC DEPT EXPENSE - OTHER</td>
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<td>100,000</td>
<td>100,000</td>
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<tr>
<td>60100</td>
<td>a.</td>
<td>Program materials and supplies</td>
<td>100,000</td>
<td>100,000</td>
<td>-</td>
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<tr>
<td>60100</td>
<td>b.</td>
<td></td>
<td>-</td>
<td>-</td>
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<td>95388</td>
<td></td>
<td>STATE PROP 10 TOB TAX</td>
<td>-</td>
<td>100,000</td>
<td>100,000</td>
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<tr>
<td>60100</td>
<td>First 5 California Home Visitation Coordination funding</td>
<td>100,000</td>
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<tr>
<th></th>
<th>FY 19/20 Final Budget</th>
<th>FY 20/21 Final Budget</th>
<th>Variance FY19/20 Final to FY20/21 Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Benefits</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Serv &amp; Supp</td>
<td>-</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Other Charges</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Fixed Assets</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Subtotal</td>
<td>-</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Exp Trans &amp; Reimb</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Revenue</td>
<td>-</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Net County Cost</td>
<td>-</td>
<td>100,000</td>
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</tr>
<tr>
<td>ACCOUNT NUMBER</td>
<td>JOB CODE</td>
<td>DESCRIPTION &amp; JUSTIFICATION</td>
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</tr>
<tr>
<td>21810</td>
<td>60100</td>
<td>PROFESSIONAL &amp; SPECIAL SERV-CONTRACTUAL AGREE</td>
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</tr>
<tr>
<td></td>
<td>a.</td>
<td>Early Literacy/Math grant budget</td>
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</tr>
<tr>
<td></td>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22300</td>
<td>60100</td>
<td>SPEC DEPT EXPENSE - OTHER</td>
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</tr>
<tr>
<td></td>
<td>a.</td>
<td>Program materials and supplies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>95388</td>
<td>60100</td>
<td>STATE PROP 10 TOB TAX</td>
<td>-</td>
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<tr>
<td></td>
<td></td>
<td>First 5 California Early Literacy/Math funding</td>
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</table>

### Services and Supplies

<table>
<thead>
<tr>
<th>Salaried and Benefits</th>
<th>FY 19/20 Final Budget</th>
<th>FY 20/21 Final Budget</th>
<th>Variance FY19/20 Final to FY20/21 Final</th>
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<tbody>
<tr>
<td>Serv &amp; Supp</td>
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<td>220,000</td>
<td>220,000</td>
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<td>Fixed Assets</td>
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<td>-</td>
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<tr>
<td>Subtotal</td>
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### Revenue

<table>
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<th>Revenues</th>
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<tr>
<td>Revenue</td>
<td>-</td>
<td>110,000</td>
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<table>
<thead>
<tr>
<th>Net County Cost</th>
<th>FY 19/20 Final Budget</th>
<th>FY 20/21 Final Budget</th>
<th>Variance FY19/20 Final to FY20/21 Final</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>-</td>
<td>110,000</td>
<td>110,000</td>
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## SERVICES AND SUPPLIES

### ACCOUNT NUMBER: 21810

#### PROFESSIONAL & SPECIAL SERV-CONTRACTUAL AGREEMENT

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Description &amp; Justification</th>
<th>FY 19/20 Final Budget</th>
<th>FY 20/21 Final Budget</th>
<th>Variance FY19/20 Final to FY20/21 Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>H60500 a</td>
<td>Mini grants, Joint funding</td>
<td>100,000</td>
<td>100,000</td>
<td>-</td>
</tr>
<tr>
<td>H60500 b</td>
<td>ACE Overcomers</td>
<td>75,000</td>
<td>-</td>
<td>(75,000)</td>
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<tr>
<td>H60500 c</td>
<td>Deaf and Hard of Hearing Services</td>
<td>4,500</td>
<td>-</td>
<td>(4,500)</td>
</tr>
<tr>
<td>H60500 d</td>
<td>Sierra Vista</td>
<td>74,761</td>
<td>-</td>
<td>(74,761)</td>
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<tr>
<td>H60500 e</td>
<td>MCOE - Parents Helping Parents</td>
<td>23,481</td>
<td>-</td>
<td>(23,481)</td>
</tr>
<tr>
<td>H60500 f</td>
<td>MCOE - Caring for Our Black Children</td>
<td>20,950</td>
<td>-</td>
<td>(20,950)</td>
</tr>
<tr>
<td>H60500 g</td>
<td>Merced College, Strong Families, Strong Lives</td>
<td>93,750</td>
<td>-</td>
<td>(93,750)</td>
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<tr>
<td>H60500 h</td>
<td>United Way Project Prevention - Hmong Culture Camp</td>
<td>46,726</td>
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<td>(46,726)</td>
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<td>H60500 i</td>
<td>Healthy House</td>
<td>25,000</td>
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<td>H60500 j</td>
<td>United Way Project Prevention - Nurturing Hmong Children</td>
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<td>H60500 k</td>
<td>G.R.O.W (Emerging Community Needs)</td>
<td>1,000,000</td>
<td>-</td>
<td>(1,000,000)</td>
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<td>H60500 l</td>
<td>Evaluation consultant</td>
<td>50,000</td>
<td>60,000</td>
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<tr>
<td>H60500 m</td>
<td>Evaluation data system</td>
<td>40,000</td>
<td>40,000</td>
<td>-</td>
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<tr>
<td>H60500 n</td>
<td>Desired Outcomes - Help Me Grow (HMG)</td>
<td>910,000</td>
<td>300,000</td>
<td>(610,000)</td>
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<tr>
<td>H60500 o</td>
<td>Prenatal / Postpartum Care</td>
<td>-</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>H60500 p</td>
<td>Aces Community Coalition</td>
<td>-</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>H60500 q</td>
<td>Safe Play - Parks</td>
<td>-</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>H60500 r</td>
<td>COVID-19 Relief Funds</td>
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<td>250,000</td>
<td>250,000</td>
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<tr>
<td>H60500 s</td>
<td>Parent Education</td>
<td>-</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>H60500 t</td>
<td>Community Resource and Referrals</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>H60500 u</td>
<td>Family Resource Center</td>
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<td>50,000</td>
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<tr>
<td>H60500 v</td>
<td>Capacity Building</td>
<td>-</td>
<td>150,000</td>
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<tr>
<td>H60500 w</td>
<td>Innovation Grants</td>
<td>-</td>
<td>300,000</td>
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<tr>
<td>H60500 x</td>
<td>Carryover</td>
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### ACCOUNT NUMBER: 22300

#### SPEC DEPT EXPENSE - OTHER

<table>
<thead>
<tr>
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<th>Description &amp; Justification</th>
<th>FY 19/20 Final Budget</th>
<th>FY 20/21 Final Budget</th>
<th>Variance FY19/20 Final to FY20/21 Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>H60500 a</td>
<td>Event Sponsorship/Community Engagement</td>
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<td>(100,000)</td>
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<tr>
<td>H60500 b</td>
<td>Hands on Heroes</td>
<td>-</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>H60500 c</td>
<td>Worked the young child</td>
<td>-</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>H60500 d</td>
<td>Children's Summit</td>
<td>-</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>H60500 e</td>
<td>Outreach Materials and Supplies</td>
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<td>26,000</td>
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### ACCOUNT NUMBER: 41100

#### OPERATING TRANSFERS OUT

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Description &amp; Justification</th>
<th>FY 19/20 Final Budget</th>
<th>FY 20/21 Final Budget</th>
<th>Variance FY19/20 Final to FY20/21 Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>H60500 a</td>
<td>Event Sponsorship/Community Engagement - Child Support</td>
<td>1,000</td>
<td>1,000</td>
<td>-</td>
</tr>
</tbody>
</table>

### Summary

- **Salaries & Benefits**: 2,653,168 (FY 19/20 Final Budget), 2,250,000 (FY 20/21 Final Budget), variance (403,168)
- **Other Charges**: -
- **Fixed Assets**: -
- **Subtotal**: 2,653,168 (FY 19/20 Final Budget), 2,250,000 (FY 20/21 Final Budget), variance (403,168)
- **Exp Trans & Reimb**: (1,000) (FY 19/20 Final Budget), (1,000) (FY 20/21 Final Budget), variance -
- **Revenue**: -
- **Net County Cost**: 2,654,168 (FY 19/20 Final Budget), 2,251,000 (FY 20/21 Final Budget), variance (403,168)
2020-10-018

FY 20/21 Mini-Grants

- Deaf and Hard of Hearing Services
- All Dads Matter
- All Moms Matter
- Soccer Academy of Merced
AGENDA ITEM: Approval of General Mini-Grants for FY 2020-2021

A. Background/History:
At the July 2020 Commission meeting, the Commission approved the Small Grants Program components, which included the Funding Guidelines and Criteria for the General Mini-Grants Program for 2019/20. Funding previously approved for Mini-Grants this fiscal year is $100,000.00 with a maximum award per recipient of $10,000.00. Based on the approved guidelines, staff developed and released a Request for Applications.

If this initial cycle does not award all the available funding, additional Mini-Grants will be made on a first come first serve basis with Technical Assistance offered to potential grantees.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:
Staff requests that the commission review, discuss, and consider approving up to 4 mini-grants.

C. Timeframe:
Mini-Grants would start upon execution of the contract and be completed by June 30, 2021.

D. Costs:
The approval of these Mini-Grants would cost the Commission up to $40,000 depending on the number of proposals approved.

E. Staff Recommendation:
Staff recommends that the Commission approve 3 Mini-Grants in the amount of $10,000 each for a total of $30,000.

F. Attachments:
- Mini-Grant Proposal Summary Sheet for FY 20/21
- Proposal submitted by Deaf and Hard of Hearing Services
- Proposal submitted by All Dads Matter
- Proposal submitted by All Moms Matter
- Proposal submitted by Soccer Academy of Merced Inc.
# Summary of Applicants and Mini-Grant Recommendations

## Recommended for 2020/2021 Funding

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
<th>Project Description</th>
<th>Recommendation</th>
</tr>
</thead>
</table>
| Deaf and Hard of Hearing Services Parenting Video Project | $10,000 | We will create a series of parenting videos for both hearing parents of deaf children and deaf parents with hearing/deaf children. These videos will be created by one of our Merced Client Services Specialists (CSSs), with support from a graduate Social Work intern. These videos will use American Sign Language, be captioned in English, and voice interpreted in Spanish. Hearing parents of Deaf children are often at a loss on how to provide their children with a visually accessible home environment, advocate for their children to get an equitable education, and instill in their children a healthy deaf identity. Unfortunately, when they turn to medical professionals who approach deafness as nothing more than a medical "problem" to be solved through technology and/or surgery, these parents miss out on expertise from deaf professionals who have a profound understanding of what it truly means to be deaf or hard of hearing. Even with the best that technology has to offer, children can flounder without being provided with a visually accessible language, which is American Sign Language.  
Average Reviewer Score: 88.33 | Yes |
| Merced County Human Services Agency All Dads Matter | $10,000 | This First 5 Mini-Grant will help support a staple All Dads Matter Service. Boot Camp for New Dads is a unique father-to-father, community-based workshop that inspires and equips men of different economic levels, ages and cultures, to become confidently engaged with their infants, support their significant other and personally navigate their transformation into dads. Boot Camp is validated by research and has been named a best practice by many organizations that consider it an exceptional means of supporting dads-to-be. The workshop is free and welcomes all dads. Dads need not be receiving services from Merced County H.S.A to attend the workshop.  
Average Reviewer Score: 91.66 | Yes |
<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
<th>Project Description</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merced County Human Services Agency</td>
<td>$10,000</td>
<td>The First 5 Mini-Grant will support a critical component of All Moms Matter' Boot Camp for New Moms. Boot Camp for New Moms is a three-hour in person workshop that is currently being held in 90 minute virtual sessions during the COVID-19 pandemic. The workshop provides moms with current information needed to raise a healthy, thriving child in a nurturing and supportive environment. Trained staff, who are also moms, share their experience and offer research-based best practices about experiencing a healthy pregnancy, talking honestly and openly about what it's like to be a mom and discussing topics such as parenting, infant safety and wellbeing, emotional health/wellbeing, relationships and self-care. The goal of the Boot Camp for New Moms is to support moms in their new role as parent to provide a safe, healthy and nurturing environment for their baby. This, in turn, helps decrease child abuse and neglect, and improves child and mother's well-being. Average Reviewer Score: 90.66</td>
<td>Yes</td>
</tr>
<tr>
<td>Soccer Academy of Merced Inc.</td>
<td>$10,000.00</td>
<td>Our plan is to provide materials and support to children and families in Merced. Each family will receive a Wellness Kit, which will include facemask, hand sanitizer disinfectant and other items needed to protect themselves against COVID-19. It will also include community resources. Each family will also receive a Learning Kit for each of their children ages two to five years old. Learning Kit will be age appropriate and consist of books, journals, colors and art materials. All books will include a label with the First 5 logo. Average Reviewer Score: 59.00</td>
<td>No</td>
</tr>
<tr>
<td><strong>TOTAL RECOMMENDED</strong></td>
<td><strong>$40,000.00</strong></td>
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ATTACHMENT A: APPLICATION COVER SHEET

Applicant/Agency Name: Deaf and Hard of Hearing Service Center
Name of Project: Parenting Videos Project

CONTACT PERSON FOR THIS APPLICATION:

<table>
<thead>
<tr>
<th>Contact Person &amp; Title:</th>
<th>Jesse Lewis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>5340 N. Fresno Street</td>
</tr>
<tr>
<td>City:</td>
<td>Fresno</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>93710</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>559-302-9820</td>
</tr>
<tr>
<td>Cell Number:</td>
<td>559-312-6055</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>559-225-0116</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:JesseL@dhhsc.org">JesseL@dhhsc.org</a></td>
</tr>
</tbody>
</table>

PERSON AUTHORIZED TO SIGN FOR ORGANIZATION:

| Authorized Person & Title: | Jesse Lewis, Project Director |

Type of Applicant Agency (Check one):

- [x] 501 (c) (3) organization (include copy of tax exempt status documentation)
- [ ] Governmental Unit
- [ ] Business License holder (include copy of Business License)
- [ ] Federal ID No.

Has your agency received General Mini-Grant funding from First 5 Merced County within the past 24 months?

- [x] No
- [ ] Yes

Is your agency currently receiving First 5 funding for any projects/services?

- [x] No
- [ ] Yes, Please list currently funded project(s) name and amount awarded

Total Annual Budget for the Organization/Program: ________________________________

Total Request for Mini-Grant Funding: $10,000 (Maximum $10,000.00)

I certify that the information contained in this proposal is true and accurate to the best of my knowledge and belief. I further certify that this grant application is submitted with the full knowledge and endorsement of the governing board of this organization, which is empowered to enforce compliance with all related legal regulations.

Signature(s): ________________________________ Date 9/28/20

Name: ________________________________ Title: Project Director
1. Organization Capacity
Deaf and Hard of Hearing Service Center is the only non-profit 501(c)3 organization in Central California dedicated to serving Deaf, Hard of Hearing, DeafBlind, and Late Deafened individuals and their families. We have four offices: Fresno Headquarters, Central Coast Outreach in Salinas, South Valley Outreach in Visalia, and Merced Outreach. We have 26 staff members, mostly Deaf and Hard of Hearing, with only four being in management. Our mission is “To advocate, seek equality, and promote self-determination through empowerment for those who seek our assistance; and to enhance the awareness and understanding of Deaf Culture and the unique communication needs of the Deaf and Hard of Hearing individuals.”
We provide Advocacy, Independent Living Skills Instruction, Job Development and Placement, Counseling, Information and Referral, Communication Assistance, and Community Education, in addition to offering support groups and specialized services and programs, such as our Reaching Out and Communicating with our Kids (ROCK) program and Youth Employment Services (YES!). We strive to improve language and communication accessibility of local services for our Deaf and Hard of Hearing Community, working in conjunction with other organizations.
Previously, we had a program called Parents Raising Awesome, Independent, Safe, and Energetic (PRAISE) Kids, which was a weekly series of parenting classes for Deaf and Hard of Hearing parents. These sessions were facilitated in American Sign Language and included captioned videos and visual aids. That program has since ended, but our staff will build upon successful principles derived from that program, applying them to this new project.

2. Project Plan
We will create a series of parenting videos for both hearing parents of Deaf children and Deaf parents with hearing/Deaf children. These videos will be created by one of our Merced Client Services Specialists (CSSs), with support from a graduate Social Work intern. These videos will use American Sign Language, be captioned in English, and voice interpreted in Spanish.
Hearing parents of Deaf children are often at a loss on how to provide their children with a visually accessible home environment, advocate for their children to get an equitable education, and instill in their children a healthy Deaf identity. Unfortunately, when they turn to medical professionals who approach deafness as nothing more than a medical “problem” to be solved through technology and/or surgery, these parents miss out on expertise from Deaf professionals who have a profound understanding of what it truly means to be Deaf or Hard of Hearing. Even with the best that technology has to offer, children can flounder without being provided with a visually accessible language, which is American Sign Language.
Deaf parents, on the other hand, face other challenges in raising their own kids. Due to the lack of language access at home and/or due to substandard education while growing up, parents missed many opportunities to learn the nuances of effective discipline techniques, constructive feedback, positive reinforcement, and empathic listening skills. Because their own parents could not communicate with them, only relying on basic gestures and home signs, the Deaf adults’ own parents were not effective role models as parents. This language deprivation often leads to Deaf individuals growing up not knowing how to parent or communicate with their own children. Many Deaf parents also often assume that their hearing children will acquire the language and communication skills they need just by being hearing; many think that hearing people know everything just because they can hear so hearing children are often left to their own devices. While many Deaf parents will feed and clothe their children, they do not know how to teach reading or bond with their hearing/Deaf children.
It is our goal to create videos that will address language deprivation in Deaf children, the need for bonding with both hearing and Deaf children, the importance of teaching communication and reading skills to both hearing and Deaf children, how to instill positive identity due to growing up with different cultures, and effective parenting strategies for both hearing and Deaf parents. In both scenarios, communication is vital and we will address commonly observed concerns and misconceptions with both hearing and Deaf parents from our years of experience in this field. Our timeline will begin immediately upon a grant award, if we are fortunate to be granted funding, and continue through the end of June 2021. We are flexible, of course, should First 5 Merced County request changes.

3. Benefiting Children 0-5

Explain how your project or event will directly benefit children 0-5 years and their families. The families who will benefit from this project have children ages 0 to 5. All children will either be Deaf/Hard of Hearing or will be hearing children of Deaf parents. As mentioned above, the needs for each group of families are different, but at the heart of every need is communication. Our project fully supports improved communication between parents and their children.

4. Identification of Outcomes

Objectives are clearly stated, specific, realistic, measurable, and consistent with First 5 Merced County’s vision, mission and guiding principles. At least one measurable outcome must be identified and the data source identified (i.e. pre-test/post-test). While the videos will be available for the public to view, we will obtain measurable outcomes from a focus group of parents who will watch the series. They will be parents we work with and we will discuss the video contents with them to assess their understanding and application of the new skills/information. We will also encourage viewers to get in touch with us if they would like to participate in the focus group. Those in the focus group will be evaluated before and after watching the series, to gauge how much they learned and actually applied in their parenting. Of this group, 80% will show an improved understanding of the content of the videos.

5. Funding Plan/Financial Viability

Describe the total cost of the project/event and identify any other sources of funding to be used in meeting the budget needs. This section should correspond to Attachment C “Budget Form”. The entire amount of $10,000 requested will be for salary and benefits for a few hours a week for three of our staff. One will record the videos with our intern, a second will edit the videos, and the third will both voice-interpret the signed videos into Spanish and include English captions. We are seeking full funding from First 5 of Merced County for this project.
<table>
<thead>
<tr>
<th>Line Item Budget</th>
<th>Budget Justification (Detailed Narrative)</th>
<th>Funds Requested from the Commission</th>
<th>Funds from Other Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please list the items for which you are requesting funds. (E.g., Supplies, equipment, other. See Sample Budget for examples.)</td>
<td>Please provide sufficient detail explaining how the proposed funds will be utilized for each line item. Use separate sheets if necessary.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1. Salaries and Wages</strong></td>
<td>2 hours a week for the staff creating videos, 3 hours a week for the staff editing videos, 3.33 hours a week for the interpreter</td>
<td>$8,125.00</td>
<td>$0</td>
</tr>
<tr>
<td><strong>2. Benefits</strong></td>
<td>Insurance and taxes for the same hours of the staff listed above</td>
<td>$1,875.00</td>
<td>$0</td>
</tr>
<tr>
<td><strong>3.</strong></td>
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<td><strong>4.</strong></td>
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<td><strong>5.</strong></td>
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<td><strong>6.</strong></td>
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<tr>
<td><strong>7.</strong></td>
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</tbody>
</table>

**Total Grant Requested From Commission** $10,000

**Total Funds from Other Sources** $0

**Total Project Cost** $10,000
ATTACHMENT D: AGREEMENTS AND CERTIFICATIONS

Applicant/Agency Name: Deaf and Hard of Hearing Service Center

Project/Program Title: Parenting Videos Project

Address: 5340 N. Fresno Street

Street/P.O. Box

City: Fresno

State: CA

Zip Code: 93710

A. I have reviewed the Expectations for Successful Applicants presented in this document, including contract requirements for successful grantees. I understand that selection of an applicant for funding does not constitute a contract, and the contract to be developed will not be binding on either the Commission or the applicant until executed by each.

B. I understand that in developing contract terms and negotiating a County Contract Agreement, certain evaluation trainings and/or informational meetings will be mandatory for successful applicants.

C. Contract negotiation may include, but is not limited to, agreement to collect and report additional information and data that will be necessary for the evaluation of, and ongoing reporting on, the proposed project.

D. I certify that all Proposition 10 funds will be used only to supplement existing levels of service and not to fund existing levels of service. No moneys shall be used to supplant state or local general fund money for any purpose, pursuant to Revenue and Taxation Code section 30131.4.

Revenue and Taxation Code section 30131.4 identifies the specific manner in which moneys raised by the Children and Families Act of 1998 shall be appropriated and expended. Section 30131.4 not only requires that expenditures must be for the purposes expressed in the Act, but such moneys “shall be used only to supplement existing levels of services and not to fund existing levels of services. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose.” All moneys raised pursuant to the Act shall be appropriated and expended only to supplement (add to or augment) existing levels of services. In contrast, the Act specifically prohibits appropriation and expenditures of such moneys to supplant (replace) state or local General fund money. Further, moneys are prohibited to be used to fund any existing levels of service.

Jesse Lewis, Project Director

Typed Name and Title of Individual Authorized to sign Contracts

Date: 9/28/20
POLICY ON TOBACCO FREE ENVIRONMENT

Addendum to Policy Prohibiting Drug and Alcohol Abuse

DHHSC is committed to providing a healthy and safe workplace, as well as a healthy environment for clients and visitors. For this reason we will maintain a tobacco-free environment.

In keeping with this commitment and our grant funding terms, smoking in any form (e-cigarettes, cigarettes, cigars, and chewing tobacco) is prohibited in all enclosed areas of the workplace. The use of tobacco products, including smoking, at any time inside any of our office buildings, or outside within 15 feet of facilities is prohibited, as required by law.

Smoking is also prohibited while representing DHHSC at any offsite event.

Information about this policy and enforcement procedures shall be communicated by administration clearly to staff, parents, and/or clients within the larger community.

Signs stating “NO SMOKING” shall be prominently displayed at all entrances of building property. Additional “NO SMOKING” signs shall be posted in restrooms and other areas as appropriate, such as windows through which secondhand smoke can enter.

Information about smoking cessation and support programs shall be made available and promoted for staff, parents, and/or clients at intake and on a continuing basis when appropriate.

Information about secondhand smoke and children shall be made available and promoted for staff, parents, and/or clients.

Families with small children will be educated on the dangers of smoking within their homes and around their children, including outdoors, and not allowed to smoke while working with DHHSC staff.

Violations of this policy will require the following steps:

1. The individuals violating this policy will be informed of the policy and asked to stop. If necessary, a copy of the policy will be furnished.

2. Staff will report violations to the Compliance Officer for documentation purposes.

3. If an individual persists in violating the policy after a verbal or signed warning, services may be suspended for 30 days.
Dear Sir or Madam:

This is in response to your request of March 12, 2004, regarding your organization's tax-exempt status.

In June 1985 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purpose have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.
Deaf and Hard of Hearing Service Center, Inc.
77-0003788

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing.

For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca
Director, TE/GE
Customer Account Services
In reply refer to
755:G :CAM

January 5, 2007

DEAF AND HARD OF HEARING SERVICE CENTER
5340 N FRESNO ST
FRESNO CA 93710-6828

Purpose : CHARITABLE, EDUCATIONAL
Code Section : 23701d
Form of Organization : CORPORATION
Accounting Period Ending : June 30
Organization Number : 1237081

This letter confirms your previous exemption from state franchise or income tax under the provisions of the Revenue and Taxation Code section indicated above. In confirming your exempt status, we have made no examination of your current activities. If the organization has changed its operation, character, or purpose since exemption was originally granted, that change must be reported immediately to this office.

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

C MARTIN
EXEMPT ORGANIZATIONS
BUSINESS ENTITIES SECTION
TELEPHONE (916) 845-5145

RTF:
ATTACHMENT A: APPLICATION COVER SHEET

Applicant/Agency Name: Merced County Human Services Agency
Name of Project: Booth Camp for New Dads

CONTACT PERSON FOR THIS APPLICATION:

Contact Person & Title: Kimiko Vang
Address: 2222 M Street
City: Merced
Zip Code: 95340
Phone Number: 209-385-3000 x 5990
Cell Number: 209-648-2114
Fax Number: 209-383-3020
Email: Kimiko.vang@countyofmerced.com

PERSON AUTHORIZED TO SIGN FOR ORGANIZATION:

Authorized Person & Title: Yvonnia Brown (Director)

Type of Applicant Agency (Check one):
☐ 501 (c) (3) organization (include copy of tax exempt status documentation)
☒ Governmental Unit
☐ Business License holder (include copy of Business License)

Federal ID No. 94-6000-521

Has your agency received General Mini-Grant funding from First 5 Merced County within the past 24 months?
☒ No
☐ Yes

Is your agency currently receiving First 5 funding for any projects/services?
☒ No
☐ Yes, Please list currently funded project(s) name and amount awarded

Total Annual Budget for the $511,902.76
Total Request for Mini-Grant $9,983.73 (Maximum $10,000.00)

I certify that the information contained in this proposal is true and accurate to the best of my knowledge and belief. I further certify that this grant application is submitted with the full knowledge and endorsement of the governing board of this organization, which is empowered to enforce compliance with all contract conditions.

Signature(s): Yvonnia Brown
Date: 9/30/2020

Name: Yvonnia Brown
Title: Director
Project Narrative

1. **Organization Capacity**

The Merced County Human Services Agency provides a wide array of support and assistance to residents of Merced County. Our mission is to improve the well-being of our community through service and partnership.

In 2005 Merced County Human Services, recognizing the critical roles fathers play in the safety, growth and development of children, launched the All Dads Matter Fatherhood program. All Dads Matter consists of Boot Camp for New Dads, All Dads Matter Resource Center, Men Support Groups, Celebration of Fatherhood and Male Engagement Workshops. Each is offered in English and Spanish at different locations throughout Merced County.

2. **Project Plan**

This First 5 Mini-Grant will help support a staple All Dads Matter Service. Boot Camp for New Dads is a unique father-to-father, community-based workshop that inspires and equips men of different economic levels, ages and cultures, to become confidently engaged with their infants, support their significant other and personally navigate their transformation into dads. Boot Camp is validated by research and has been named a best practice by many organizations that consider it an exceptional means of supporting dads-to-be. The workshop is free and welcomes all dads. Dads need not be receiving services from Merced County H.S.A to attend the workshop.

**Hour 1 - Introductions and Concerns; “What was your father like” activity; New Mom Challenges; Teamwork**

**Hour 2 – Baby Care; Hands on holding babies; What to care in your diaper bag**

**Hour 3 – Crying baby check list; Mom and Post-Partum Adjustments (recognizing baby blues, depression, psychosis); Safety: Shaken baby syndrome, stress management, Asking for help.**

At the completion of the workshop each rookie is provided a diaper bag complete with baby care items which includes: diapers, wipes, bottles, onesie, bib, deluxe baby health care kit, bath tester, pacifier thermometer, and the book "Crash Course for New Dads". Dads will also receive a copy of "Arlette Dares to Dream" a book created through a partnership with MCOE and First 5 Merced County. Each diaper bag item correlates to a topic discussed during the workshop. For example, while discussing the “crying baby check list” we discuss the importance of always having food/milk readily available as feeding times are an important component to bonding. We demonstrate “swaddling” as a way of comfort a crying baby thus the importance of the receiving blanket. We encourage dads to work as a team with mom to care for the baby. One way this is demonstrated is by encouraging dads to burp the baby after feedings. This is supported by providing a “burping cloth” in the diaper bag. Another way dads can bond with baby is during bath time. Each dad is provided with a wash cloth, baby wash kit and a baby bath...
tester which an easy way to test the temperature of bath water for safety. To support mom and her transition to motherhood dads along with workshop discussion will receive the book “Crash Course for New Dads”. The book is full of relevant information relating to being a new dad. All the baby supplies are delivered in a gym bag style diaper bag.

Boot Camp for New Dads is offered in English and Spanish in location throughout Merced County. We offer workshops at health clinics locations, hospitals the All Dads Matter Resource Center and we’re working on a virtual format.

3. **Benefit Children 0-5**

Research indicates that a child with both parents actively involved in a healthy, safe and caring manner contributes to greater positive outcomes for that child. Research also demonstrates that if a father can experience a bonded and loving relationship in the first 2 years of a child’s life, the likelihood that that dad will stay engaged in the child’s life increases significantly. Research finds that having an emotionally invested father significantly decreasing the likelihood of that child growing up in extreme poverty. Boot Camp for New Dads offers an opportunity for new or expectant dads to gain the skills and competency to develop and maintain a loving and nurturing bond with his child. He will also gain insight into his relationship with his own father and how this can affect his relationship with his baby.

4. **Identification of Outcomes**

1. 95 expectant or new fathers will complete Boot Camp for New Dads either in person or virtually during this grant funded period.
2. Based on a pre and post-test survey, 90% of participant fathers will demonstrate a greater preparation and confidence to becoming a father, a greater understanding of how to support the mother of their baby pre and post-partum, and how to nurture and care for his baby after completing the Boot Camp for New Dads.

5. **Funding Plan/Financial Viability**

The total cost of the project is $9,983.73 for a total of 95 complete diaper bags. Please see project budget for detailed cost per item included in the diaper bags. Merced County Human Services Agency (HSA) will cover personnel costs totaling $479,165.44. HSA will also cover the costs of the handbooks, curriculum cost and 12 months of general operating supplies for a total of $22,753.59. While HSA is not able to cover the cost of the diaper bags this Fiscal Year, the program is sustainable with current funding level and it is anticipated that long-term funding for the diaper bags will be sought out through other philanthropic funding sources in the future.
## ATTACHMENT C: BUDGET FORM

<table>
<thead>
<tr>
<th>Line Item Budget</th>
<th>Budget Justification (Detailed Narrative)</th>
<th>Funds Requested from the Commission</th>
<th>Funds from Other Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Supplies for diaper bag</strong></td>
<td>(10 Baby bibs cost $78.92)+(95 Baby Bottles cost $99.76)+(95 Baby Gift Bath Sets cost $1020.15)+(95 Baby Wipes (Fragrance Free) cost $152.2)+(95 Bags (BC Duffle bags) cost $1855.19)+(95 Bath Temperature Tester cost $245.58)+(19 Receiving Blankets cost $266.97)+(95 Crash Course for &quot;Dads-To-Be&quot; Books cost $900.79)+(12 Burping Cloths cost $243.96)+(95 Diaper Changing Station cost $1331.75)+(95 Childproof Safety Kits cost $693.13)+(95 Diapers Size 1 cost $454.55)+(95 Care Health Kits cost $2043.39)+(12 Onesies Size 1 cost $219.28)+(24 Pacifiers cost $256.95)+(8 Wash Cloths cost $121.16) = $9983.73</td>
<td>$9,983.73</td>
<td>$0</td>
</tr>
<tr>
<td><strong>2. Salary &amp; Benefits</strong></td>
<td>(Deputy Director (.20 FTE) = $50434.78) + (Analyst (.5 FTE) = $73523.98) + (Employment &amp; Training Workers (2 FTE) = $213380.9) + (Supervisor (.80 FTE) = $110746.78) + (Account Tech (.30 FTE) = $31079)</td>
<td></td>
<td>$479,165.44</td>
</tr>
<tr>
<td><strong>3. Supplies</strong></td>
<td>(95 24/7 Dad Handbooks cost $806.55) +(3 24/7 Dad Curriculum cost $1947) +(12 General Operating Supplies cost $20000.04)</td>
<td></td>
<td>$22,753.59</td>
</tr>
</tbody>
</table>

**Total Grant Requested From Commission** | $9,983.73

**Total Funds from Other Sources** | $501,919.03

**Total Project Cost** | $511,902.76
ATTACHMENT D: AGREEMENTS AND CERTIFICATIONS

<table>
<thead>
<tr>
<th>Applicant/Agency Name:</th>
<th>Merced County Human Services Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project/Program Title:</td>
<td>Booth Camp for New Dads</td>
</tr>
<tr>
<td>Address:</td>
<td>2222 M Street</td>
</tr>
<tr>
<td></td>
<td>Street/P.O. Box</td>
</tr>
<tr>
<td></td>
<td>Merced</td>
</tr>
<tr>
<td></td>
<td>CA 95340</td>
</tr>
</tbody>
</table>

A. I have reviewed the Expectations for Successful Applicants presented in this document, including contract requirements for successful grantees. I understand that selection of an applicant for funding does not constitute a contract, and the contract to be developed will not be binding on either the Commission or the applicant until executed by each.

B. I understand that in developing contract terms and negotiating a County Contract Agreement, certain evaluation trainings and/or informational meetings will be mandatory for successful applicants.

C. Contract negotiation may include, but is not limited to, agreement to collect and report additional information and data that will be necessary for the evaluation of, and ongoing reporting on, the proposed project.

D. I certify that all Proposition 10 funds will be used only to supplement existing levels of service and not to fund existing levels of service. No moneys shall be used to supplant state or local general fund money for any purpose, pursuant to Revenue and Taxation Code section 30131.4.

Revenue and Taxation Code section 30131.4 identifies the specific manner in which moneys raised by the Children and Families Act of 1998 shall be appropriated and expended. Section 30131.4 not only requires that expenditures must be for the purposes expressed in the Act, but such moneys “shall be used only to supplement existing levels of services and not to fund existing levels of services. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose.” All moneys raised pursuant to the Act shall be appropriated and expended only to supplement (add to or augment) existing levels of services. In contrast, the Act specifically prohibits appropriation and expenditures of such moneys to supplant (replace) state or local General fund money. Further, moneys are prohibited to be used to fund any existing levels of service.

Yvonnia Brown (Director)  
Typed Name and Title of Individual  
Authorized to sign Contracts

Authorized Signature  
Date  
9/30/2020
PROHIBITION OF SMOKING AND USE OF TOBACCO WITHIN AND OUTSIDE COUNTY FACILITIES

1.0 OBJECTIVE:

Establish a policy on smoking and the use of tobacco within and outside County facilities.

2.0 POLICY:

It is the policy of Merced County that smoking of cigarettes, E-cigarettes, cigars, and pipes and any other use of tobacco products is prohibited within any enclosed facility owned, occupied, or utilized by the county. This will include, but not be limited to, meeting rooms, break rooms, offices, hallways, rest rooms, elevators, County vehicles and any outside county areas designated as non-smoking areas by the County Executive Officer.

In accordance with Assembly Bill (AB) 846, effective January 1, 2004, smoking is prohibited within 20 feet of main entrances, exits, and operable windows of any building owned, leased, and occupied by the state, county, or city. Signs and ash receptacles should be placed accordingly. Smoking and use of tobacco products may occur only outside of County facilities in the open air in designated smoking areas.

Facilities leased by the County to Federal agencies shall be subject to Federal policies. County Spring Fair facilities shall be subject to State policies.

Abuse of this policy by any employee shall constitute a willful abuse or damaging of public property and make the employee subject to appropriate disciplinary action as provided for by Merced County's Human Resources Rules and Regulations, Section 8, Disciplinary Action, Paragraph C.

3.0 REVISION AND APPROVAL STATUS:

3.1 This Directive supersedes and replaces Operations Directive #93-51 and #04-61.

3.2 This Directive will remain in effect until modified or rescinded.

James L. Brown
County Executive Officer

County Counsel
ATTACHMENT A: APPLICATION COVER SHEET

Applicant/Agency Name: Merced County Human Services Agency  
Name of Project: Booth Camp for New Moms

**CONTACT PERSON FOR THIS APPLICATION:**

<table>
<thead>
<tr>
<th>Contact Person &amp; Title: Kimiko Vang</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 2222 M Street</td>
</tr>
<tr>
<td>City: Merced</td>
</tr>
<tr>
<td>Zip Code: 95340</td>
</tr>
<tr>
<td>Phone Number: 209-385-3000</td>
</tr>
<tr>
<td>Fax Number: 209-383-3020</td>
</tr>
<tr>
<td>Email: <a href="mailto:Kimiko.Vang@countyofmerced.com">Kimiko.Vang@countyofmerced.com</a></td>
</tr>
</tbody>
</table>

**PERSON AUTHORIZED TO SIGN FOR ORGANIZATION:**

| Authorized Person & Title: Yvonna Brown (Director) |

Type of Applicant Agency (Check one):

- 501 (c) (3) organization (include copy of tax exempt status documentation)  
- Governmental Unit  
- Business License holder (include copy of Business License)  

Federal ID No: 94-6000-521

Has your agency received General Mini-Grant funding from First 5 Merced County within the past 24 months?

- No  
- Yes

Is your agency currently receiving First 5 funding for any projects/services?

- No  
- Yes, Please list currently funded project(s) name and amount awarded

<table>
<thead>
<tr>
<th>Total Annual Budget for the</th>
<th>$435,559.98</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Request for Mini-Grant</td>
<td>$9,918.48</td>
</tr>
</tbody>
</table>

(Maximum $10,000.00)

I certify that the information contained in this proposal is true and accurate to the best of my knowledge and belief. I further certify that this grant application is submitted with the full knowledge and endorsement of the governing board of this organization, which is empowered to enforce compliance with all contract conditions.

Signature(s): Yvonna Brown  
Date: 9/30/2020

Name: Yvonna Brown  
Title: Director
Project Narrative

1. Organization Capacity

The Merced County Human Services Agency provides a wide array of support and assistance to residents of Merced County. Our mission is to improve the well-being of our community through service and partnership. We serve over fifty percent of our County residents each month. The All Moms Matter program has been offering support and resources to mothers in our community for over 8 years. We offer mothers the most up-to-date information, practices and techniques in the world of today’s mom. We serve an average of 200 families per year. We offer free services in English, Spanish, and Hmong to mothers. All Moms Matter services provides Boot Camp for New Moms, Women’s Support Groups, and One-on-One Support services to the community. The sole requirement to participate in All Moms Matter is that the individual needs to be a mother, expecting a child or is fulfilling the motherhood role in the life of a child.

2. Project Plan

The First 5 Mini-Grant will support a critical component of All Moms Matter’ Boot Camp for New Moms. Boot Camp for New Moms is a three-hour in person workshop that is currently being held in 90 minute virtual sessions during the COVID-19 pandemic. The workshop provides moms with current information needed to raise a healthy, thriving child in a nurturing and supportive environment. Trained staff, who are also moms, share their experience and offer research-based best practices about experiencing a healthy pregnancy, talking honestly and openly about what it’s like to be a mom and discussing topics such as parenting, infant safety and wellbeing, emotional health/wellbeing, relationships and self-care. The goal of the Boot Camp for New Moms is to support moms in their new role as parent to provide a safe, healthy and nurturing environment for their baby. This, in turn, helps decrease child abuse and neglect, and improves child and mother’s well-being.

Some of the topics and activities for Boot Camp for New Moms workshops include:

- I Am Hungry – Nutrition for mom and baby, Importance of Prenatal Vitamins, Breastfeeding and Burping Techniques.
- Change Me – Diaper changing facts, Diaper rash treatment, Umbilical cord care.
- Bathe Me – Babies first bath and Hygiene care
- Amuse Me/Teach Me – Play and Teach, Developmental Tools for mom and baby, First 5 Talk, Read, Sing Package. Activity: Review First 5 Talk, Read, Sing packet.
- Keep Me Safe & Healthy – Car seat safety, shaken baby syndrome(SBS) and Immunizations and the importance of Doctor communication. Go over techniques to prevent SBS.
- I Am Sleepy – Current sleep position for baby, SIDS prevention, Swaddling technique.
- Support and Resources – Importance of support system and developing a plan with mom’s partner for birth, first day home, and parenting techniques.

At the completion of the workshop each rookie is provided a diaper bag complete with baby care items including diapers, wipes, onesie, hat, mittens, socks, baby travel kit, wash cloth, swaddle blanket, mindfulness journal, First 5 Talk, Read, Sing Packet and a baby safety kit. By providing the mom with a diaper bag, she is able to obtain the tools she needs to have a strong start with her child. Each item in the diaper bag provides the mom and her support partner(s) with opportunities to engage and bond with their child. During bath time, the mom and support partner can utilize the baby wash, shampoo, and wash cloth to gently wash the baby. Once the bath is completed the mom and support partner can utilize the lotion to give the baby a gentle massage prior to utilizing the diaper, onesie, socks, and mittens to dress the baby. We encourage
the mom/support partner to sing or talk to her baby during this time. This entire process will stimulate the physical, social and emotional growth and attachment of the child by engaging his/her senses while strengthening the parent-child bond.

3. **Benefit Children 0-5**

Research indicates that a child with both parents actively involved in a healthy, safe and caring manner contributes to greater positive outcomes for that child. Boot Camp for New Moms offers an opportunity for moms to gain the skills and knowledge needed to facilitate a loving bond with her child and to model positive behavior with others. Boot Camp provides information on early childhood development and how to utilize bonding opportunities and activities to promote growth. We educate the mom on the importance of every moment of baby’s life (pre and post-natal). All Moms Matter also encourages moms to read to their baby during the prenatal stages and to continue reading to their baby after birth to promote brain development.

4. **Identification of Outcomes**

   1. 119 expectant or new mothers will complete Boot Camp for New Moms either in-person or virtually during this grant funded period.

   2. Based on a pre and post-test evaluation tool, 90% of participant mothers will demonstrate a greater preparation and confidence to becoming a mother, a greater understanding of how to nurture and care for her baby, a greater understanding on how to work with her partner to parent the baby and support her during pre and post-partum, and a greater understanding of how to do self-care pre and post-partum after completing the Boot Camp for New Moms.

5. **Funding Plan/Financial Viability**

The total cost of the project is $9,918.48 for a total of 119 complete diaper bags. Please see project budget for detailed cost per item included in the diaper bags. Merced County Merced County Human Services Agency (HSA) will cover personnel costs totaling $405,641.46. HSA will also cover the costs of the handbooks, curriculum cost and 12 months of general operating supplies for a total of $20,000. While HSA is not able to cover the cost of the diaper bags this Fiscal Year, the program is sustainable with current funding level and it is anticipated that long-term funding for the diaper bags will be sought out through other philanthropic funding sources in the future.
ATTACHMENT C: BUDGET FORM

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<th>Funds Requested from the Commission</th>
<th>Funds from Other Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please list the items for which you are requesting funds. (E.g., Supplies, equipment, other. See Sample Budget for examples.)</td>
<td>Please provide sufficient detail explaining how the proposed funds will be utilized for each line item. Use separate sheets if necessary.</td>
<td>(119 Baby travel Kits cost $900.44)+(119 Packs of huggies Diapers size 1 cost $1799.59)+(119 Safety Kits cost $2575.07)+(119 Diaper bags cost $2059.8)+(14 wipes cost $227.18)+(17 Swaddle Blankets cost $238.69)+(15 Onsies cost $356.74)+(14 Hand mitten cost $143.83)+(9 sock cost $146.05)+(119 Mindfulness Journal cost $1389.95)+(5 Wash cloth cost $81.14) = $9918.48</td>
<td>$9,918.48</td>
</tr>
<tr>
<td>1. Supplies for diaper bag</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>2. Salary &amp; Benefits</td>
<td>(Deputy Director (.20 FTE) = $50434.78) + (Employment &amp; Training Workers (2 FTE) = $213380.9) + (Supervisor (.80 FTE) = $110746.78) + (Account Tech (.30 FTE) = $31079)</td>
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<td><strong>Total Grant Requested From Commission</strong></td>
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</table>
ATTACHMENT D: AGREEMENTS AND CERTIFICATIONS

Applicant/Agency Name: Merced County Human Services Agency

Project/Program Title: Booth Camp for New Moms

Address: 2222 M Street

Street/P.O. Box

Merced CA 95340

City State Zip Code

A. I have reviewed the Expectations for Successful Applicants presented in this document, including contract requirements for successful grantees. I understand that selection of an applicant for funding does not constitute a contract, and the contract to be developed will not be binding on either the Commission or the applicant until executed by each.

B. I understand that in developing contract terms and negotiating a County Contract Agreement, certain evaluation trainings and/or informational meetings will be mandatory for successful applicants.

C. Contract negotiation may include, but is not limited to, agreement to collect and report additional information and data that will be necessary for the evaluation of, and ongoing reporting on, the proposed project.

D. I certify that all Proposition 10 funds will be used only to supplement existing levels of service and not to fund existing levels of service. No moneys shall be used to supplant state or local general fund money for any purpose, pursuant to Revenue and Taxation Code section 30131.4.

Revenue and Taxation Code section 30131.4 identifies the specific manner in which moneys raised by the Children and Families Act of 1998 shall be appropriated and expended. Section 30131.4 not only requires that expenditures must be for the purposes expressed in the Act, but such moneys “shall be used only to supplement existing levels of services and not to fund existing levels of services. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose.” All moneys raised pursuant to the Act shall be appropriated and expended only to supplement (add to or augment) existing levels of services. In contrast, the Act specifically prohibits appropriation and expenditures of such moneys to supplant (replace) state or local General fund money. Further, moneys are prohibited to be used to fund any existing levels of service.

Yvonna Brown (Director)
Typed Name and Title of Individual

Authorized to sign Contracts

Authorized Signature

Date

Page Number: 191
1.0 OBJECTIVE:

Establish a policy on smoking and the use of tobacco within and outside County facilities.

2.0 POLICY:

It is the policy of Merced County that smoking of cigarettes, E-cigarettes, cigars, and pipes and any other use of tobacco products is prohibited within any enclosed facility owned, occupied, or utilized by the county. This will include, but not be limited to, meeting rooms, break rooms, offices, hallways, rest rooms, elevators, County vehicles and any outside county areas designated as non-smoking areas by the County Executive Officer.

In accordance with Assembly Bill (AB) 846, effective January 1, 2004, smoking is prohibited within 20 feet of main entrances, exits, and operable windows of any building owned, leased, and occupied by the state, county, or city. Signs and ash receptacles should be placed accordingly. Smoking and use of tobacco products may occur only outside of County facilities in the open air in designated smoking areas.

Facilities leased by the County to Federal agencies shall be subject to Federal policies. County Spring Fair facilities shall be subject to State policies.

Abuse of this policy by any employee shall constitute a willful abuse or damaging of public property and make the employee subject to appropriate disciplinary action as provided for by Merced County's Human Resources Rules and Regulations, Section 8, Disciplinary Action, Paragraph C.

3.0 REVISION AND APPROVAL STATUS:

3.1 This Directive supersedes and replaces Operations Directive #93-51 and #04-61.

3.2 This Directive will remain in effect until modified or rescinded.

James E. Brown
County Executive Officer

County Counsel
ATTACHMENT A: APPLICATION COVER SHEET

Applicant/Agency Name: Soccer Academy of Merced Inc.
Name of Project: Kits to Success

CONTACT PERSON FOR THIS APPLICATION:

<table>
<thead>
<tr>
<th>Contact Person &amp; Title:</th>
<th>Fernando Aguilera</th>
<th>President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1033 W Main St</td>
<td>City: Merced</td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
<td>Cell Number: 209470050</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:aguilera5172@gmail.com">aguilera5172@gmail.com</a></td>
<td></td>
</tr>
</tbody>
</table>

PERSON AUTHORIZED TO SIGN FOR ORGANIZATION:

Authorized Person & Title:

Type of Applicant Agency (Check one):
- [ ] 501 (c) (3) organization (include copy of tax exempt status documentation)
- [ ] Governmental Unit
- [ ] Business License holder (include copy of Business License)

Federal ID No. ____________________________

Has your agency received General Mini-Grant funding from First 5 Merced County within the past 24 months?
- [ ] No
- [ ] Yes

Is your agency currently receiving First 5 funding for any projects/services?
- [ ] No
- [ ] Yes, Please list currently funded project(s) name and amount awarded

<table>
<thead>
<tr>
<th>Total Annual Budget for the</th>
<th>10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Request for Mini-Grant</td>
<td>$</td>
</tr>
</tbody>
</table>

I certify that the information contained in this proposal is true and accurate to the best of my knowledge and belief. I further certify that this grant application is submitted with the full knowledge and endorsement of the governing board of this organization, which is empowered to enforce compliance with all contract conditions.

Signature(s): ___________________________ Date 09.29.20

Name: Fernando Aguilera Title: President
**Organized Capacity:** The MSA motto, “MORE THAN JUST SOCCER,” really tells the story of our organization. We have grown from a simple soccer organization to a hub of education and community resources. Merced Soccer Academy (MSA) has a rich history that goes back to 2001. Since that time, the organization has built a program that boasts over 700 student participants per year. Due to the success of the organization, (MSA) took over the majority of soccer programs for the City of Merced. MSA is passionate about improving the lives of the people who live in our community. We have an extensive history working with children, families, community members, colleges, schools, non profit organizations, and businesses. These successful experiences are what prove that, not only are we qualified and have the capacity to implement this program, there is no doubt that we will be successful.

**Project Plan:** Our plan is to provide materials and support to children and families in Merced. Each family will receive a Wellness Kit, which will include face mask, hand sanitizer disinfectant and other items needed to protect themselves against COVID-19. It will also include community resources. Each family will also receive a Learning Kit for each of their children ages two to five years old. Learning Kit will be age appropriate and consist of books, journals, colors and art materials. All books will include a label with the First 5 logo.

**Benefiting children 0-5:** Our goal is to promote the importance of literacy and health and safety among some of the most disadvantaged families in Merced County. Providing Learning Kits will inspire children to read at home and encourage parents to read to their children. The art materials will help inspire creativity. Literacy is the foundation for children to succeed in school and in life. The Center is located in South Merced, which means that many families do not have reliable transportation, so it being that it is located at a park close to them will be easy access. As LangVid Language Training has said on their website **Numerous studies have shown that strong oral language skills are the basis for literacy development. When children learn to read at an early age, they have greater general knowledge, expand their vocabulary and become more fluent readers. They also have improved attention spans and better concentration. Early readers can recognize a larger number of words by sight, which enables them to learn more from and about their environment.**

**Identifications of outcomes:**

Families will be better prepared against COVID-19.
Children will have books readily available.
Increase children's literacy
Strong and healthy families
Families will be connect to community resources
<table>
<thead>
<tr>
<th>Line item Budget</th>
<th>Budget Justification</th>
<th>Funds requested from the Commission</th>
<th>Funds from Other Sources</th>
</tr>
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<tbody>
<tr>
<td>Supplies</td>
<td>Flyers, Logos to put on children books</td>
<td>1,000</td>
<td>Soccer Academy of Merced will use 1,000 from their funds</td>
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<td>Wellness Kit</td>
<td>Face mask and hand sanitizer disinfectant</td>
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<tr>
<td>Children Books</td>
<td>0-5 aged children book</td>
<td>3,400</td>
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<tr>
<td>Learning Kit</td>
<td>color pencils, crayons, pencils, journals, notebooks,</td>
<td>2,600</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Grant Requested From Commission</td>
<td></td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Total Funds From other Sources</td>
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<td></td>
<td>1,000</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td></td>
<td>11,000</td>
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</table>
ATTACHMENT D: AGREEMENTS AND CERTIFICATIONS

Applicant/Agency Name: Soccer Academy of Merced Inc.

Project/Program Title: Kits to Success

Address: 1033 W. Main St
Street/P.O. Box
Merced CA 95340

A. I have reviewed the Expectations for Successful Applicants presented in this document, including contract requirements for successful grantees. I understand that selection of an applicant for funding does not constitute a contract, and the contract to be developed will not be binding on either the Commission or the applicant until executed by each.

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Fernando Aguilera  
Typed Name and Title of Individual Authorized to sign Contracts

Authorized Signature Date

09.29.20
POLICY ON TOBACCO FREE ENVIRONMENT

STEPHEN LEONARD PARK/ PARENT YOUTH CENTER
POLICY ON TOBACCO FREE ENVIRONMENT

The policy prohibits the use of cigarettes, e-cigarettes, cigars, snuff, snus, water pipes, pipes, hookahs, chew, unregulated electronic nicotine delivery system, and any other non-combustible tobacco product. Smoke-free means that smoking, the use of smokeless tobacco products, and the use of unregulated nicotine products (e.g., "e-cigarettes") will be strictly prohibited in indoor and outside the building within 15 feet of the facility. This policy applies to all staff, volunteers, parents, and participants in any program being conducted in the building.

Compliance with this policy is grounded in informing and educating members of the Stephen Leonard Park/ Parent Youth Center and visitors about the policy. Signs stating tobacco-free policy will be clearly posted on the perimeter of the property, at entrances, and in other prominent places. This policy is the shared responsibility of all Stephen Leonard Park/ Youth center employees. Employees are authorized and encouraged to communicate this policy with courtesy, respect and diplomacy. Any person who observes a person violating the policy is encouraged to address the noncompliance respectfully and confidentially with the person in question. If difficulties arise with compliance, an employee may make a confidential report to a supervisor or manager.
Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar for important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

Letter 947
SOCCER ACADEMY OF MERCED INC

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

[Signature]

Director, Exempt Organizations
Rulings and Agreements
2020-10-019

Home Visitation Coordination Contract
AGENDA ITEM:  Home Visitation Coordination Funding Opportunity

A. Background/History:
In October 2019, the First 5 California (F5CA) State Commission approved up to $24 million in funding for five years through Fiscal Year 2024–2025 to help counties create a sustainable, unified system that supports families with the home visiting services they need and maximize available funding to serve more families. This catalytic funding is meant to promote increased coordination and collaboration, and is expected to yield significant systems changes.

At the June 2020 First 5 Merced Commission meeting, the Commission approved staff submit the application for the Home Visitation Coordination grant. First 5 Merced received notice that the application was approved.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:
Staff requests the Commission authorize the Executive Director to sign and executive the contract between First 5 Merced and First 5 California.

C. Timeframe:
If approved the contract documents will be signed and returned to First 5 California an work on this project will commence immediately.

D. Costs:
The approval of this agenda item does not add the current Long-Term Financial Plan.

E. Staff Recommendation:
Staff recommends that the Commission review, discuss and approve the Executive Director to sign the Home Visitation Coordination agreement with First 5 California.

F. Attachments:
- Contract between First 5 Merced and First 5 California for Home Visitation Coordination.
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

**CONTRACTING AGENCY NAME**
First 5 California

**CONTRACTOR NAME**
County of Merced, Treasurer, First 5 Merced

2. The term of this Agreement is:

**START DATE**
Upon Approval from the Department of General Services

**THROUGH END DATE**
June 30, 2022

3. The maximum amount of this Agreement is:

$200,000.00  Two Hundred Thousand Dollars Only

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

<table>
<thead>
<tr>
<th>Exhibits</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Scope of Work</td>
<td>7</td>
</tr>
<tr>
<td>Exhibit A, Attachment 1</td>
<td>Home Visiting Coordination Action Plan Instructions and Template</td>
<td>3</td>
</tr>
<tr>
<td>Exhibit A, Attachment 2</td>
<td>Home Visiting Coordination Funding Goals and Activities and California Home Visiting Network</td>
<td>5</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Budget Detail and Payment Provisions</td>
<td>5</td>
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<tr>
<td>Exhibit B, Attachment B-1</td>
<td>Additional Budget Detail and Payment Provisions</td>
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<tr>
<td>Exhibit B, Attachment B-2</td>
<td>Home Visiting Coordination Funding Budget</td>
<td>1</td>
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<tr>
<td>Exhibit B, Attachment B-3</td>
<td>Home Visiting Coordination Funding Budget Narrative</td>
<td>4</td>
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<tr>
<td>Exhibit C*</td>
<td>General Terms and Conditions</td>
<td>4/2017</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Special Terms and Conditions</td>
<td>11</td>
</tr>
</tbody>
</table>

*Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

In WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

**CONTRACTOR NAME** (if other than an individual, state whether a corporation, partnership, etc.)
County of Merced, Treasurer, First 5 Merced

**CONTRACTOR BUSINESS ADDRESS**
260 E.15th Street

**CITY**
Merced

**STATE**
CA

**ZIP**
95341

**PRINTED NAME OF PERSON SIGNING**
Scott Waite

**TITLE**
Executive Director

**CONTRACTOR AUTHORIZED SIGNATURE**
<table>
<thead>
<tr>
<th>CONTRACTING AGENCY NAME</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 5 California</td>
<td>Sacramento</td>
<td>CA</td>
<td>95833</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTING AGENCY ADDRESS</th>
<th>PRINTED NAME OF PERSON SIGNING</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2389 Gateway Oaks Drive, Suite 260</td>
<td>Camille Maben</td>
<td>Executive Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTING AGENCY AUTHORIZED SIGNATURE</th>
<th>DATE SIGNED</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL</th>
<th>EXEMPTION (If Applicable)</th>
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</thead>
</table>
EXHIBIT A

SCOPE OF WORK
(Local Area Agreement)

1. Authority

California Health and Safety Code (HSC) section 130105(d)(1)(D) authorizes expenditure of funds from the California Children and Families Trust Fund to ensure children are ready to enter school, and for the research and development of best practices and standards for all First 5 California (F5CA) programs and services relating to early childhood development, and for the assessment and quality evaluation of those programs and services. HSC section 130125(d) provides F5CA authority to allocate funds for independent research, evaluation of any relevant programs, identifying the best standards and practices for optimal early childhood development, and establishing and monitoring demonstration projects.

2. Background

In October 2019, the F5CA State Commission approved up to $24 million in funding for Fiscal Years 2019–20 through 2024–2025 to help counties create a sustainable, unified home visiting system that supports families with the services they need and maximize available funding to serve more families.

This Local Area Agreement (LAA) is based on the F5CA Home Visiting Coordination (HVC) Request for Application (RFA) released May 15, 2020 for Stage 1 funding. Exhibit A, Appendix 2 provides an update to and supersedes the RFA Section III: Coordination Funding Goals and Activities, to support COVID-19 recovery and align with California Department of Finance Budget Letter 20-11 (http://www.dof.ca.gov/budget/Budget_Letters/documents/BL20-11.pdf).

Home visiting provides pregnant women and families, particularly those considered at-risk, necessary resources and skills to raise children who are physically, socially, and emotionally healthy and ready to learn. Home visiting involves meetings (usually face-to-face, in the family home) between families and a trained, family-support professional at a time convenient for the beneficiary and family. To reach more families with the services they need, home visiting programs must be coordinated and integrated into other child development and family support systems.

Since the F5CA Commission authorized this funding, the landscape in California shifted, making home visiting coordination critical. During the COVID-19 public health emergency, home visiting plays a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can
result in children being abused or neglected. During crisis situations, families need supportive relationships; home visiting can provide these relationship-based supports to families in ways other services cannot. Since home visiting models now incorporate virtual visits, many counties are experiencing an increase in requests by families for home visiting services. Once families are enrolled in the home visiting program, home visitors are key to ensuring positive family outcomes, including both retaining families through the course of the program whether virtually, or when the program transitions back to place-based visiting. Further, maintaining relationships with families at this time, in particular, 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.

Therefore, the funding authorized by the F5CA Commission shall be dedicated to helping counties focus on family recovery from the COVID-19 crisis by rebuilding and strengthening their home visiting programs, and embedding home visiting into other systems of child and family support that are critical to recovery.

This catalytic funding is meant to promote increased coordination and collaboration to:

1. Increase cross-agency understanding of local population needs relative to the impacts of COVID-19 on families and services

2. Ensure families are served through efficient, coordinated, and sustainable evidence-based home visiting programs that meet their critical recovery needs

3. Embed home visiting into early childhood systems to promote strong family outcomes

4. Promote cross-county, shared learning and capacity-building, resource sharing, and expertise to strengthen local systems change efforts, and rebuild early childhood and family support systems following the pandemic

3. **Purpose**

The Fiscal Lead Agency, a First 5 county commission or other county public agency, will facilitate activities that improve cross-program service coordination and integration into a system of supports that enables families to be served during their greatest need, with the most appropriate program and services to recover from the effects of the COVID-19 pandemic.
4. Programmatic Benefits

In response to the global COVID-19 pandemic, programmatic benefits include:

- More families receive the services they need to overcome the effects of COVID-19
- Parents and children age five and under are healthier
- Children are better prepared for school
- Children are safer and nurtured
- Families are more resilient and self-sufficient
- Coordinated home visiting and other family support programs save funding

5. Terms of Agreement

First 5 California shall enter into a Local Assistance Agreement (LAA) with County of Merced, Treasurer, First 5 Merced (First 5 Merced County, Fiscal Lead Agency, or Contractor).

The term of this LAA is upon approval by the Department of General Services (DGS) through June 30, 2022. The Contractor is eligible to receive up to $200,000.00. Funding is authorized only for expenditures incurred within the approved performance period of this LAA.

Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor. F5CA is not authorized to reimburse the Contractor for expenditures incurred outside the approved performance period of this LAA.

6. Project Representatives

The Contract and Fiscal Managers during the term of this LAA shall be:

<table>
<thead>
<tr>
<th>First 5 California</th>
<th>County of Merced, Treasurer, First 5 Merced</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debra Silverman, Education Administrator</td>
<td>Marie Pickney, Program Manager</td>
</tr>
<tr>
<td>2389 Gateway Oaks Drive, Suite 260</td>
<td>260 E. 15th Street</td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td>Merced, CA 95341</td>
</tr>
<tr>
<td>(916) 263-1066</td>
<td>(209) 385-7337</td>
</tr>
<tr>
<td><a href="mailto:dsilverman@ccfc.ca.gov">dsilverman@ccfc.ca.gov</a></td>
<td><a href="mailto:marie.pickney@countyofmerced.com">marie.pickney@countyofmerced.com</a></td>
</tr>
</tbody>
</table>
7. Contractor Responsibilities

Task 1: Project Management

A. Contractor shall work with the F5CA Contract Manager or its designee to coordinate and manage components of this contract to ensure all tasks, activities, and functions are completed effectively and in a timely manner, including, but not limited to:
   - Preparing the progress reports and complying with data requests
   - Ensuring oversight and accountability for expenditure of funds, including verifying accuracy of all invoices and supporting documentation
   - Managing processes in case of redirection and response to the COVID-19 recovery efforts
   - Ensuring data and reporting requirements are submitted through the Online Home Visiting Application in the First 5 California Data Hub when available

B. Contractor will submit invoices accompanied by documentation of deliverable, meetings, and expenses as specified in Exhibit B, Budget Detail and Payment Provisions.

Invoices shall be submitted no more frequently than semi-annually, as follows:

   • Due January 31, for the period July 1 – December 31
   • Due July 31, for the period January 1 – June 30

C. If the due dates for the submission of invoices falls on a Saturday, Sunday or State recognized holiday, the invoices shall be submitted on the next business day. The Contractor shall submit invoices shall into the Online Home Visiting Application in the First 5 California Data Hub portal established...
by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager. In the event the electronic portal is not available, the secondary option is to submit the invoices by email to:

Invoices@ccfc.ca.gov

A delay in the submission of invoices may result in the delay in payment.

Task 2: Reporting and Data Requirements

A. Contractor shall submit and update the county's HVC Action Plan.

1. Submit the HVC Action Plan, Exhibit A, Attachment 1 by December 31, 2020, describing activities and timeline to meet each of the objectives relative to the type of HVC Funding. (See Exhibit A, Attachment 2. Home Visiting Coordination Funding Goals and Activities.)


3. If the due dates for the submission of HVC Action Plan falls on a Saturday, Sunday or State recognized holiday, the HVC Action Plan shall be submitted on the next business day. The Contractor shall submit HVC Action Plan into an electronic portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager.

4. A delay in the submission of the HVC Action Plan may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.

B. Contractor shall submit a written annual performance report (APR) describing activities and accomplishments for each fiscal year as indicated on the county’s HVC Action Plan. The APR will be structured to elicit data on contextual factors, implementation systems, and activities that support coordination, as well as barriers that could inform policy and statewide supports. The APR shall be a narrative in a format that is agreeable by both parties.

APRs will be due annually each fiscal year as follows:

- Due July 31, 2021, for the period July 1, 2020, through June 30, 2021
- Due June 30, 2022, for the period July 1, 2021, through June 30, 2022
If the due dates for the submission of invoices falls on a Saturday, Sunday or State recognized holiday, the APRs shall be submitted on the next business day. The APR shall be transmitted into an electronic portal established by F5CA and will be made available to the Contractor by the Contract Manager. A delay in the submission of the HVC Action Plan may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.

C. Contractor shall comply with F5CA evaluation and data requests.

1. Annually, counties receiving Implementation and Integration funds will provide to F5CA data including but not limited to:
   - Number of families enrolled by program model and demographics
   - Length of time families remain in the program compared to the allowable service period for each model, and reasons for termination
   - Rates of referral from one home visiting program model to another
   - Rates of referral to family support services, types of family support services referred to, and referrals with follow-through and linkage to service

   F5CA will work with the Contractor to understand the local data currently being collected and reported by local home visiting agencies and align data requests with existing efforts to the extent possible.

2. The Contractor shall submit the data into an electronic portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager. A delay in the submission of data may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.

3. Cooperate with F5CA staff requests for data and information to support technical assistance to counties and evaluation of the impact of improved coordination on provision of family services

4. Cooperate with Child Trends, the contractor for the F5CA Home Visiting Workforce Study, by complying with requests to identify programs and home visitors/providers to participate in the study. More information about
the study is available on the F5CA home visiting webpage at http://www.ccfc.ca.gov/partners/investments.html#visiting.

Task 3: Participate in Statewide Home Visiting Network Meetings

Contractor shall participate in statewide networking opportunities (see Exhibit A, Attachment 3. California Home Visiting Network.), including:

A. One statewide network meeting held in-person or virtually between September 2021 and June 2022. Contractor shall encourage participation in the regional and statewide meetings by local agency partners to maximize networking and shared learning opportunities around home visiting systems building.

B. Virtual and/or face-to-face learning collaboratives and regional network meetings throughout the Agreement period, to be held no more frequently than monthly.

8. Deliverables

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
<th>Due Date</th>
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</table>
| Task 1.2 | Semi-Annual Invoices                            | • Due January 31, for the period July 1 – December 31  
|         |                                                  | • Due July 31, for the period January 1 – June 30 |
| Task 2.1.A | Submit HVC Action Plan, Exhibit A, Attachment 1 | • Due December 31, 2020                       |
| Task 2.1.B | Updated HVC Action Plan, Exhibit A, Attachment 2 | • Due July 31, 2021                           
|         |                                                  | • Due June 30, 2022                           |
| Task 2.2 | Written Annual Performance Report               | • Due July 31, 2021                           |
|         |                                                  | • Due June 30, 2022                           |
| Task 2.3 | Data about families and services                | • Due annually, upon request                  |
EXHIBIT A, ATTACHMENT 1
HOME VISITING COORDINATION
ACTION PLAN INSTRUCTIONS AND TEMPLATE

The HVC Action Plan will outline how the county will use its funding, and the processes by which counties will accomplish the goals specified by the relevant stage of coordination and type funding. The Action Plan must be submitted by December 31, 2020.

Every action plan must include Goals and Action Steps. Action Steps must include the following information: description, milestones, timeline, resources, and responsibility, as described below. Counties may use a local template and/or include additional information to meet local needs. If interested, counties may use a F5CA template available by September 1, 2020, at http://www.ccfc.ca.gov/partners/investments.html#visiting. Counties also will update collaborating agency information as part of the Action Plan requirement.

1. **Goals** correspond with the type of funding the county is receiving and should build on existing coordination efforts. Counties must choose one or more of the following goals (see also Exhibit A, Attachment A, page 2):

   A. Build or strengthen the county-wide vision for how a coordinated local early childhood development and family support system, including home visiting can address the needs of families impacted by COVID-19

   B. Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis, and expand access to home visiting and other family support services, as needed, to help families recover from the effects of the COVID-19 pandemic

   C. Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems

   D. Strengthen (or rebuild) early childhood development and family support systems by embedding home visiting as a critical component to helping families recover from the effects of COVID-19.

   Counties may include additional local goals as long as at least one of the required goals are included in the Action Plan.
2. **Action Steps**: Every goal will require multiple action steps. Use the “activities to help reach this goal” listed in Appendix A, Attachment 1, pages 3 – 5 as a starting point. Each action step must include five parts:

a. **Description.** Each action step may be listed at a high level but should indicate sufficient detail for collaborators and F5CA to understand what will take place.

b. **Milestones.** Each action step must include one or more key milestones to be achieved or what will be produced as a result of the action step, and by which progress toward meeting the goal can be assessed.

c. **Timeframe:** For each action step, indicate the timeframe it will be carried out.

d. **Resources:** Resources may be financial or material, or they may include experts, partner agencies, or other staff within your agency essential for ensuring success of each action step.

e. **Responsibility:** Each action step should have one or more people responsible for carrying out the action. This is not necessarily the person who is responsible for monitoring whether the action is carried out, but rather, the person or persons who have agreed to do the work. It is best to list people rather than agencies.
3. **Sample Action Plan Format**

The following is a sample of an action plan framework that includes the goal and action steps. Counties are not required to use this format but the action plan must include all of the information. Counties will likely have more than one goal; each goal should have its own series of action steps.

**Goal 1:** __________________________________________

**Action Steps**

<table>
<thead>
<tr>
<th>Description</th>
<th>Milestones</th>
<th>Timeframe</th>
<th>Resources</th>
<th>Responsibility</th>
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<tbody>
<tr>
<td>1.</td>
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<td>5.</td>
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4. **Update Collaborating Agency Information**

F5CA will input information from counties' HVC Coordination Signature Pages into a county-specific document which will be shared with each Fiscal Lead Agency in fall 2020. Counties will verify and/or update information about collaborating agencies as part of the action plan requirement. Signatures will not be required.
This Attachment replaces the Request for Application, Section III. as activities to be carried out during the term of this Agreement.

Coordination Funding Goals and Activities

During the COVID-19 public health emergency, home visiting plays a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can result in increased risk of children being abused or neglected. COVID-19 impacts are operating at multiple levels – public health, economic, and child welfare. Home Visiting programs not only work with high risk populations directly but also help families navigate the different service systems and supports during crisis and transition. Families need preventive and supportive services now more than ever. "The potential impacts of the emergency on pregnant women and families’ access to critical health, early care and education, and family economic supports make continued connections with families essential."1 Families are hesitant to use place-based services given the concern for social distancing, which will likely remain long after the shelter-in-place orders are lifted. Coordinated home visiting, whether virtual and/or home-based, can be a lifeline for many children and families, especially during crisis, because when home visiting is embedded in early childhood and family support systems, families receive the services they need to recover and thrive. Therefore, it is more essential than ever that counties focus on helping families recover from the effects of COVID-19 by rebuilding and strengthening their home visiting programs and embedding home visiting into other systems of child and family support that are critical to recovery.

Although most California counties offer home visiting programs to families, county agency leaders report being at different stages of service coordination. For most, home visiting programs operate as separate and distinct programs when they actually have many shared goals, principles, and desired outcomes across both home visiting and other maternal and infant health services and supports.

The Contractor is responsible for facilitating activities that improve cross-program service coordination and integration of home visiting into a system of supports serving families by having their needs met efficiently and being connected with the most appropriate

1 https://mcbh.hrsa.gov/Home-Visiting-Information-During-COVID-19
programs and services in order to recover from the effects of COVID-19. Based on counties' existing infrastructure for home visiting, the needs of families and how they have been impacted by the pandemic, existing systems of support, and existing levels of home visiting coordination, the HVC funding and technical assistance are designed to help counties engage in activities to progress along a continuum of coordination as depicted in the graphic below.

Continuum of Home Visiting Coordination

The graphic illustrates the building blocks for sustainable, efficient, and integrated early childhood and family support systems, with home visiting embedded as a critical component, addressed by the Home Visiting Coordination Funding. By addressing these building blocks, explained in detail below, counties can address the immediate and pressing needs of families affected by and recovering from the impacts of COVID-19.

**Graphic 1. Continuum of Activities to Support Coordination of Early Childhood and Family Support Systems with Home Visiting Embedded as Vital Component**

<table>
<thead>
<tr>
<th>PLANNING</th>
<th>IMPLEMENTATION</th>
<th>INTEGRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Build or strengthen the county-wide vision for how a coordinated local early childhood development and family support system, including home visiting, can address the needs of families impacted by COVID-19.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis. Expand access to home visiting and other family support services, as needed, to help families recover from the effects of the COVID-19 pandemic.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D Strengthen (or rebuild) early childhood development and family support systems by embedding home visiting as a critical component to helping families recover from the effects of COVID-19.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The continuum of activities to achieve coordination is not linear. Some stages and activities may take longer than others, and it may be necessary to revisit activities in previous stages along the way. For example, as new agencies become part of a home
visiting collaborative, counties may revisit the vision to ensure it encompasses the values of new partners. As the community faces new and unforeseen challenges, such as the effects of COVID-19, collaborators may need to revisit agreements and processes to accommodate different home visiting delivery methods, as well as impacts on staff and fiscal resources. The following describes the activities across the continuum of home visiting coordination depicted by the graphic above.

A. Build or strengthen a shared vision for how a coordinated local early childhood development and family support system, including home visiting, can address the needs of families impacted by COVID-19

B. Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis, and expand access to home visiting and other family support services, as needed to help families recover from the effects of the COVID-19 pandemic.

Activities to help reach this goal include, but are not limited to:

1. Developing a shared understanding of the effects of COVID-19 on families and communities (e.g., environmental scan) by:
   - Identifying existing and potential community partners who provide critical services to support children and families
   - Using existing data to identify and prioritize families who would benefit from home visiting services to overcome the impacts of the crisis, and identifying and collecting additional data as needed

2. Determining whether existing local home visiting programs and family supports have the capacity to serve more children and families in crisis and through crisis recovery by:
   - Using outcomes and implementation data to improve program delivery and quality
   - Identifying strategies to overcome known barriers to families signing up and/or maintaining their engagement in virtual and/or place-based home visiting and family support services

3. Identifying one or more evidence-based models that may best meet critical local needs and:
   - Working to overcome barriers to meeting the fidelity requirements of the model
Developing a plan to secure funding to expand and/or implement new evidence-based home visiting program(s) and ensure all families impacted by COVID-19 are able to obtain the services and supports to recover.

C. Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems, and ensure families receive services and supports to recover from effects of the COVID-19 pandemic.

Activities to help reach this goal include, but are not limited to:

1. Reaching, codifying, or updating agreements (formal agreements or memoranda of understanding) to support communication, coordinated funding, referral, implementation, and information sharing across funded home visiting implementing agencies to ensure the system of family supports is able to meet the needs of families recovering from the effects of the pandemic. System coordination includes, but is not limited to:
   - Common point(s) of entry for families
   - Common intake or eligibility screening process/tools
   - Formal process/forms/protocols to refer families to home visiting services
   - Formal process/forms/protocols to assess family needs for other family support services, refer families to local services based on assessed needs, and follow up on referrals
   - Shared responsibility for assessment, screening, referral, and follow-through of service provisions

2. Assessing and addressing strengths and barriers to coordinating home visiting and other child and family services, including, but not limited to:
   - Efficacy of the coordinated entry process (intake, assessment, and referral) and services connected to the coordinated entry process
   - Determination of whether and how families are being served by the programs that best meets their needs
   - Effects of the COVID-19 pandemic on implementation fidelity of evidence-based programs
• Preparation of home visitors and their supervisors across programs and models to help families through the COVID-19 crisis, meet family needs through tele-visiting, and transition back to place-based home visiting

• Other systems-strengthening activities to ensure families receive high-quality, appropriate home visiting supports that help them recover from the effects of COVID-19 and related stressors

D. Strengthen (or rebuild) early childhood development and family support systems (e.g., Help Me Grow, Quality Counts California consortium, housing, mental health, other systems as applicable to the county) by embedding home visiting as a critical component to helping families recover from the effects of COVID-19

Activities to help reach this goal include, but are not limited to:

1. Developing a shared vision with cross-sector agency leaders about what it means to have a seamless system of support for families with home visiting as a critical component

2. Identifying and addressing any local barriers to achieving a comprehensive, integrated, early childhood development and family support system that supports family and child well-being during crisis situations and through recovery

3. Reaching and codifying agreements with agency leaders about cross-sector policies, processes, and methods of communication to support cross-referral and information sharing and about families using services across multiple systems

California Home Visiting Network

Critical to systems recovery from the COVID-19 pandemic is the opportunity for counties to learn from one another and rebuild the state system of family supports as it recovers and rebuilds from the crisis. In addition to the coordination activities, HVC-funded counties – both lead agencies and collaborating partners – should plan to participate in a statewide network meeting (one during the Agreement period) and ongoing virtual and face-to-face learning collaboratives and regional network meetings. These meetings and learning opportunities are designed to problem-solve ways to improve coordination of local home visiting programs, braid multiple funding streams, and integrate home visiting into early childhood development and family support systems to maximize the number of families served through evidence-based home visiting. These efforts and outcomes are imperative during the recovery period, which is likely to remain a concern for months and years into the future.
Home Visiting Coordination Funding  
First 5 Merced County  
Agreement No. LAA CFF HV 2020-24  
Exhibit B  
Page 1 of 5

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS  
(Local Area Agreement)

1. **Budget**

For services satisfactorily rendered and upon receipt and approval of the invoices, First 5 California agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment B-2, which is attached as part of this Agreement and incorporated by reference.

2. **Payment**

   A. Payments will be made semi-annually in arrears based on services provided and actual costs incurred.

   B. Payments made to the contractor under this Agreement are inclusive of all costs such as direct labor, operating overhead, travel and subsistence, subcontracting services, all taxes, fees, bonds, and insurance. The contractor shall not receive additional compensation for reimbursement of such costs and shall not decrease work as compensation. Any services not included in the budget will not be reimbursed.

3. **Invoicing**

   A. Invoices shall include the following:

   - “Bill To” name and address
   - “Payable To” name and address
   - Agreement number
   - Invoice number
   - Date of invoice
   - Period the invoice covers
   - Service and Deliverable Description, including dates of delivery and/or completion
   - Contractor’s hourly rates by individual and number of hours worked during the invoice reporting period
   - Other permissible expenses identified in the Budget, including travel, materials, etc.
   - Subcontractor expenses, by subcontractor
   - Documentation, including, but not limited to, timesheets, payroll or other documentation for labor, receipts for travel expenditures and other expenses,
EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

and subcontractor invoices; and/or other documentation requested by the Contract Manager or their designee.

B. Invoices shall be submitted semi-annually in arrears to:

Online Home Visiting Application in the First 5 California Data Hub

In the unlikely event of an outage, invoices shall be sent to:

First 5 California
Attention: Accounting Services
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833-4270
Invoices@ccfc.ca.gov

C. If the contractor has more than one Agreement with First 5 California, the contractor must properly identify the Agreement with the name and number of the respective contract, and submit proper documentation with each invoice for charges incurred, listing services and costs for each charge specific to said contract.

D. First 5 California will honor cash discounts and will make payment to the contractor in accordance with the cash discount terms specified on the invoice, or when applicable, as provided in Exhibit B, Attachment B2. If a cash discount is offered on both the invoice and Cost Sheet, First 5 California shall apply the greatest discount offered, provided requirements of the Agreement have been met. Discounts must be a minimum of one-half of one percent of the amount due, but not less than $5.00 (SAM 8113).

E. First 5 California contract manager or designee may reasonably require additional supporting documentation, based on verifiable financial records, prior to approval of an invoice for payment. Contractor will make such documentation available on request by the First 5 California contract manager or designee.

F. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice detailing all the charges and expenses. Failure to provide the above dash described information May result in return of the invoice to the contractor. Payment may be
EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

withheld until the required information is provided. All invoices must be approved by the First 5 California contract manager prior to releasing payment.

G. If an invoice is disputed, the contractor will be notified within seven (7) working days of receipt of the invoice. The contractor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, the issuance of a written dispute will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to First 5 California.

H. The contractor is required to mark “Final Invoice” on the last invoice to be submitted to First 5 California for payment. If no final invoice is received within 180 calendar days after the termination of the Agreement or expiration of the Agreement by its own terms, the contractor waives the right to receive any further payments under this Agreement.

The contractor must submit with the Final Invoice for this Agreement a signed Contractor’s Release Form provided by First 5 California.

I. In accordance with the Home Visiting (HVC) Coordination Request for Applications (RFA), the Fiscal Lead Agency must maintain accurate fiscal data, in accordance with generally accepted accounting principles and standards for governmental entities, and report actual expenditures by category as approved on the Lead Agency’s HVC Funding Annual Budget. All invoices or claims must be substantiated by adequate supporting documentation and based on verifiable financial records.

4. Budget Line Item Changes

Change of costs by category set forth in Exhibit B, Attachment B2 that result in adjustments of more than 10 percent (10%) in any budget line category as set forth in Exhibit B, Attachment B2, must be requested in writing and approved by the First 5 California contract manager.

5. Budget Contingency Clause

A. This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with
which to carry out the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms, or funding of this Agreement in any manner.

B. The contractor understands and agrees that this Agreement is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund, this Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or First 5 California shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this Agreement and the contractor shall not be obligated to perform any provisions of this Agreement.

6. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code section 927 et seq.

7. Overpayment Provision

If it is determined that an overpayment has been made to the contractor, First 5 California will seek immediate recovery upon discovery of overpayment by (a) written request to the contractor for a refund of the overpayment amount within thirty (30) days after receipt of notice; or (b) offset subsequent contractor payments by the amount of the overpayment if the contractor repayment is not received within thirty (30) days from the notice.

8. Travel Reimbursement

First 5 California agrees to reimburse authorized travel and per diem expenses incurred in the performance of this Agreement. The contractor shall be reimbursed at State rates. Travel expenditures will be reimbursed at the State rate in accordance with current California Department of Human Resources (CalHR), provisions related to CalHR Rules for Excluded Employees. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on a State of California Travel Expense Claim Form STD. 262, or an alternative form approved by First 5 California.
EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

First 5 California will NOT reimburse out-of-state travel without PRIOR written authorization from First 5 California. Any invoice submitted without the required travel expenditure documentation may be returned to the contractor for further processing. Failure of the contractor to provide required documentation of travel expenditures and report travel expenditures on the required form may preclude First 5 California from approving and reimbursing travel expenses.

CalHR travel rate provisions and the required travel expense claim form are accessible at the following website addresses:

- [http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx](http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx) (CalHR Rules for Excluded Employees)

9. Consultant – Staff Expenses

The contractor represents it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity.

Salaries of personnel who are providing services for more than one contract must be charged to each contract on a proportional basis and are only allowable for the time the employee is assigned to this Agreement.
EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS

1. Cost Limitation

A. The total amount of this Agreement shall not exceed $200,000.00 for HVC activities.

B. It is understood and agreed that this total is an estimate and that F5CA will pay only for those services actually rendered as authorized by the F5CA Contract Manager or designee up to the total Agreement amount.

C. Contractor has discretion to modify staffing under Personnel from that which is described in Exhibit B, Attachment B-3, HVC Budget Narrative to meet the goals of this Agreement so long as the total cost of staffing does not exceed the total amount for Personnel authorized by this Agreement and summarized in Exhibit B, Attachment B-2, HVC Budget. Contractor must inform F5CA Contract Manager or their designee of staffing modifications in writing within 30 days of change.

D. Contractor may charge an indirect rate, not to exceed 15 percent for personnel, travel, compensation, and other operating expenses associated with this contract.

2. Fiscal Year Rollover of Funds

Funds approved for expenditure in the current Fiscal Year (FY) that are not fully expended may be continuously rolled over to subsequent FYs to accomplish the scope of work, up to the maximum term of the Agreement.

3. Capital Assets

F5CA funds may not be used for capital assets as defined by the California State Administrative Manual (SAM) and First 5 Financial Management Guide – 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).

In accordance with SAM, if property does not have an expected useful life of at least one year, and if the purchase cost does not exceed $5,000 for purposes of the Funding, the purchase is considered an expenditure and not a capital asset.
EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS

Lead Agencies must review existing policy regarding capital assets. If the Fiscal Lead Agency’s policy identifies a lower monetary threshold than SAM for capital assets, the Fiscal Lead Agency’s policy must be enforced when expending HVC LAA funds. If the Fiscal Lead Agency’s policy identifies a higher monetary threshold than SAM for capital assets, the State of California’s policy (as articulated in SAM) must be enforced when expending HVC LAA funds.

4. 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 activities. F5CA may reduce or terminate program participation, at any stage, if it is determined that a Fiscal Lead Agency has failed to adhere to the terms and conditions of the RFA and/or its approved LAA, including any amendments to the LAA.

5. Dispute Resolution (Fiscal Components)

The Fiscal 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 Fiscal 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.

Within thirty (30) calendar days of receiving the Fiscal Lead Agency’s written dispute, the Chief Deputy Director will review the facts of the dispute, and if deemed necessary, will meet with the Fiscal Lead Agency’s Executive Director or designee for purposes of resolving the dispute. The Chief Deputy Director shall make a determination and send written notification of the decision to the Fiscal Lead Agency, together with the reasons for the decision, within sixty (60) calendar days of the receipt of the Fiscal Lead Agency’s notification of the dispute. The decision of the Chief Deputy Director shall be final.
EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS

6. First 5 Financial Management Guide Compliance

Fiscal Lead Agencies should refer to the First 5 Financial Management Guide (Guide) terms and definitions when reporting to or communicating with F5CA regarding the Funding. The guidelines and glossary contained in the Guide provide a common frame of reference and language for use between F5CA and Lead Agencies when addressing financial matters.¹

7. Restricted Use of Funds

HVC funding shall be expended only for the purposes expressed in this Agreement and must not supplant existing local, state, or federal funding, such as First 5 county commission, CHVP, HVP, or local funds used for home visiting coordination.

HVC funding is not intended for direct services to families, but rather to support coordination across the home visiting system and the strengthening of the local early childhood and family support system, including home visiting.

8. Retention of Program Records

Contractor must retain files in its headquarters based in California, or at the program service location where services are being provided. All support documentation must be retained for actual expenses incurred for auditing purposes and for program review, as required in the fiscal audit provision of this Agreement.

First 5 California or any duly authorized representative shall have access and the right to examine, audit, review, excerpt, and transcribe any books, documents, papers, or records of Contractor, which in the opinion of the State, may be related or pertinent to this Agreement. Such material for each year of the contract must be retained for a period of three (3) years after the termination of the contract or until an audit is completed by the State and all questions are resolved. An exception to the three-year retention period is when a contract audit is in dispute or in litigation. In those instances, the record retention requirements may be extended.

¹ The First 5 Financial Management Guide is available on the First 5 California Website at: http://www.ccfc.ca.gov/about/about_fiscal.html
EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS

Audits and reviews may be conducted at any time during the performance of the contract or during the three (3) years following completion of the contracting period. Actual cost incurred by Contractor for expenses and reported match funds, if applicable, should be substantiated with appropriate source documentation. It is the Contractor’s responsibility to ensure that all expenditures claimed, including all subcontractor expenditures, are allowable costs associated with performing the contracted services.
### EXHIBIT B, ATTACHMENT B-2
Home Visiting Coordination Funding Budget
Fiscal Years 2020-2021 and 2021-2022

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<thead>
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<th>Fiscal Lead Agency</th>
<th>First 5 Merced County</th>
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<tr>
<td>Agency Address</td>
<td>260 East 15th Street</td>
</tr>
<tr>
<td>City, Zip Code</td>
<td>Merced, CA 95341</td>
</tr>
<tr>
<td>Fiscal Lead Agency Contact</td>
<td>Scott Waite</td>
</tr>
<tr>
<td>Phone Number</td>
<td>209-385-7337</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:scott.waite@countyofmerced.com">scott.waite@countyofmerced.com</a></td>
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<tr>
<td>Total Personnel</td>
<td>$57,751.60</td>
<td>$57,751.60</td>
<td>$115,503.20</td>
</tr>
</tbody>
</table>

| **B. OPERATING**         |              |              |           |
| Materials and Supplies   | $1,500.00    | $500.00      | $2,000.00|
| Travel                   | -            | $2,500.00    | $2,500.00|
| Equipment                | -            | -            | -         |
| Incentives/Stipends      | $8,658.00    | $7,158.00    | $15,816.00|
| Contractual              | $20,000.00   | $20,000.00   | $40,000.00|
| Other                    | $3,000.00    | $3,000.00    | $6,000.00|
| Total Operations          | $33,158.00   | $33,158.00   | $66,316.00|

| **C. TOTALS**            |              |              |           |
| Total Direct Costs (A+B) | $90,909.60   | $90,909.60   | $181,819.20|
| Indirect Cost Rate (not to exceed 15%) | 10%  | 10%  | - |
| Total Indirect Costs     | $9,090.40    | $9,090.40    | $18,180.80|
| Total Funds              | $100,000.00  | $100,000.00  | $200,000.00|

| **D. TOTAL MATCH FUNDS (if applicable)** | $100,000.00 | $100,000.00 | $200,000.00 |
EXHIBIT B, ATTACHMENT B-3
HOME VISITING COORDINATION
FUNDING BUDGET NARRATIVE

County: Merced
Fiscal Lead Agency: First 5 Merced County

A. Personnel

Total Personnel (Salaries + Benefits)

<table>
<thead>
<tr>
<th></th>
<th>2020-2021</th>
<th>2021-2022</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$ 57,751.60</td>
<td>$ 57,751.60</td>
<td>$ 115,503.20</td>
</tr>
<tr>
<td>Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Salaries

<table>
<thead>
<tr>
<th></th>
<th>2020-2021</th>
<th>2021-2022</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 28,787.20</td>
<td>$ 28,787.20</td>
<td>$ 57,574.40</td>
</tr>
</tbody>
</table>

This salary would be used to support .4 FTE of a First 5 Program Specialist. The salary cost of this position ranges from $70,574.40 to $85,862.40 annually, at this time a COLA is anticipated in July 2020. This position would be responsible for the Objectives 1, 2 and 3 of the Implementation Funds.

2. Benefits

<table>
<thead>
<tr>
<th></th>
<th>2020-2021</th>
<th>2021-2022</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 28,964.40</td>
<td>$ 28,964.40</td>
<td>$ 57,928.80</td>
</tr>
</tbody>
</table>

The estimate provided by the CEO Office of Merced County is that benefits for this position will be 101% of the Salary Costs. These funds will be used to provide the county's benefits plan.

B. Operations

Total Operations (sum of B. 1–6)

<table>
<thead>
<tr>
<th></th>
<th>2020–2021</th>
<th>2021–2022</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 33,158</td>
<td>$ 33,158</td>
<td>$ 66,316</td>
</tr>
</tbody>
</table>
1. **Materials and Supplies**

<table>
<thead>
<tr>
<th></th>
<th>2020-2021</th>
<th>2021-2022</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs</td>
<td>$1,500</td>
<td>$500</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

Materials for meetings and regional convenings. Costs will include printing/copying, binders, paper, folders, dividers and print materials for approximately 20 home visitation partners to participate in monthly meetings (Year 1: 9 meetings, Year 2: 12 meetings).

2. **Travel**

<table>
<thead>
<tr>
<th></th>
<th>2020-2021</th>
<th>2021-2022</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs</td>
<td>$0</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

Travel for 2 staff that adheres to state travel guidelines to attend up to 3 meetings and/or other pertinent conferences and trainings in Year 2. MAY include car rental/flight/lodging. (Year 1 statewide convenings expected to be virtual).

3. **Equipment**

<table>
<thead>
<tr>
<th></th>
<th>2020-2021</th>
<th>2021-2022</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

N/A

4. **Incentives**

<table>
<thead>
<tr>
<th></th>
<th>2020-2021</th>
<th>2021-2022</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs</td>
<td>$8,658</td>
<td>$7,158</td>
<td>$15,816</td>
</tr>
</tbody>
</table>

Incentives for home visitation staff that represent a unified home visitation system (i.e. canvas bags, pens) to distribute at convenings. Not to exceed an average of $5 per home visitor. Estimated number of items each for 300 home visitation staff. Provide stipends for presenters/facilitators for up to 1 convening per year.

5. **Contractual**

|       | 2020-2021 | 2021-2022 | Total |

N/A
Sub-contracts with consultant and/or local Home Visitation programs to conduct environmental scan/needs assessment, develop sustainability/expansion plan, and identify/implement standard tools (screen, family needs assessment, assessment, outcomes data and data system)

### 6. Other

<table>
<thead>
<tr>
<th></th>
<th>2020–2021</th>
<th>2021–2022</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 3,000</td>
<td>$ 3,000</td>
<td>$ 6,000</td>
</tr>
</tbody>
</table>

Regional Annual Convening of Home Visitation Partners to receive training, resources and technical assistance on early childhood supports AND to establish a unified system of care in home visitation. Conference costs may include securing space, materials, speakers/facilitators, incentives and travel for distant counties. Budget amount reflects Merced’s contribution to event that will be shared with nearby counties.

### C. Match Funds

<table>
<thead>
<tr>
<th></th>
<th>2020–2021</th>
<th>2021–2022</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 100,000</td>
<td>$ 100,000</td>
<td>$ 200,000</td>
</tr>
</tbody>
</table>

The First 5 Merced Commission has set aside $200,000 over the next two fiscal years to serve as a match for the Home Visitation Coordination Grant. All efforts will be made to match this funding opportunity with inkind and other matching funds, but a $200,000 investment has been secured by a motion of the Commission at the June 2020 meeting.

### D. Totals

<table>
<thead>
<tr>
<th>Funding Category</th>
<th>Total FY 2020–2021</th>
<th>Total FY 2021–2022</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Personnel</td>
<td>$ 57,751.60</td>
<td>$ 57,751.60</td>
<td>$ 115,503.20</td>
</tr>
<tr>
<td>Total Operations</td>
<td>$ 33,158.00</td>
<td>$ 33,158.00</td>
<td>$ 66,316.00</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$ 90,909.60</td>
<td>$ 90,909.60</td>
<td>$ 181,819.20</td>
</tr>
</tbody>
</table>
Indirect Cost Rate (not to exceed 15%) | 10% | 10% | 10%
--- | --- | --- | ---
Indirect Costs | $ 9,090.40 | $ 9,090.40 | $ 18,181.80
Total First 5 Funds | $ 100,000.00 | $ 100,000.00 | $ 200,000.00
Total Matching Funds | $ 100,000.00 | $ 100,000.00 | $ 200,000.00
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

1. Printing

The Contractor will contact First 5 California regarding all print jobs. First 5 California will contact the Office of State Publishing (OSP) for a print job quote or a print job exemption.

2. Iran Contracting Act

Public Contract Code (PCC) section 2202 et seq., the Iran Contracting Act of 2010, establishes restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. The Act requires that the Department of General Services (DGS) post a list of persons determined to fall within the Act’s prohibitions, and to update the list every 180 days. Agencies receiving bids or proposals, or entering or renewing contracts valued at $1 million or more must obtain a certification from the vendor certifying they are not on the list and are not a financial institution extending credit to an ineligible vendor on the list. Agencies should independently check the DGS list to verify the certification. (PCC section 2204.) The Act includes certain exceptions. (PCC section 2203(c.).)

3. Resolution of Disputes

First 5 California shall be the sole judge of the acceptability of all work performed by the Contractor. Should the work performed by the Contractor fail to meet the minimum First 5 California conditions, requirements, or other applicable standards, specifications, or guidelines, the following resolution process shall be employed:

(a) The First 5 California contract manager shall notify the Contractor in writing within fifteen (15) business days after any acceptance issues by identifying the specific inadequacies and/or failures in the services performed by the Contractor.

(b) The Contractor shall, within five (5) business days after initial issue notification, respond to the First 5 California contract manager by submitting a detailed explanation describing precisely how the identified services actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services. Failure by the Contractor to respond to the First 5 California contract manager’s initial issue notification within the required time limits may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

(c) First 5 California shall, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If First 5 California rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the First 5 California notification of rejection by submitting a revised corrective action plan within the required time limit may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

(d) First 5 California shall, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan shall result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

4. Subcontractors, Independent Consultants, and Vendors

A. As used in this Agreement, the terms “subcontractor” and “independent consultant” shall include any individual or entity that enters into a written subcontract with the Contractor for performance of any part of this Agreement.

B. No portion of the work under this Agreement may be subcontracted by the Contractor without the express written consent of First 5 California. If requested by the Contract Manager or their designee, the Contractor shall submit to the First 5 California contract manager the final written subcontract and the subcontractor's and/or independent consultant's Conflict of Interest Certificate prior to commencing work under the subcontract. At its discretion, First 5 California may approve commencement of work by a subcontractor and/or independent consultant prior to receipt of these documents, but such approval shall be contingent upon the review and approval of the final written subcontract and the subcontractor's and/or independent consultant's Conflict of Interest Certificate within five (5) business days of commencement of work.

If a subcontractor's and/or independent consultant's final written subcontract and Conflict of Interest Certificate were included with the materials submitted by a successful bidder pursuant to a competitive bid process, no additional written
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

approval of that subcontractor and/or independent consultant is required, absent material change in the subcontract’s terms, or the scope or nature of work to be performed by the subcontractor and/or independent consultant.

It is the Contractor’s responsibility to promptly alert First 5 California to any material changes, as described above, in any subcontractor’s and/or independent consultant’s responsibilities or subcontract.

C. No subcontract entered into by the Contractor under this Agreement shall in any way release the Contractor from any term or provision of this Agreement.

5. Potential Subcontractors and Independent Consultants

Nothing contained in this Agreement or otherwise shall create a contractual relation between the State and any subcontractors and/or independent consultants, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or independent consultants, and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor’s obligation to pay its subcontractors and/or independent consultants is an independent obligation from the State’s obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor and/or independent consultant.

6. Substitution of Disabled Veteran Business Enterprise Subcontractors

In the event this Agreement was awarded based on a commitment to subcontract a portion of the total amount of the Agreement to a DVBE identified in the bid or offer, per Military and Veterans Code (M&VC) section 999.5 (e), the Contractor’s DVBE subcontractor may replace or substitute the DVBE subcontractor only with another DVBE subcontractor. This shall require the approval of First 5 California prior to commencement of subcontract services. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer that are approved for DVBE substitutions by First 5 California will be documented by a contract amendment.

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under right and remedies due to the State, and penalties as outlined in M&VC section 999.9; or PCC section 10115.10.
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

7. **DVBE Participation Reports**

The Contractor shall submit DVBE Participation Reports twice a year during the month of January and July for the term of the Agreement to the First 5 California contract manager. The reports shall certify the following:

A. The total amount the prime Contractor received under the Agreement.

B. The name and address of the DVBE(s) that participated in the performance of the Agreement.

C. The amount each DVBE received from the Contractor.

D. Certification that all payments under the Agreement have been made to the DVBE(s).

E. The actual percentage of DVBE participation that was achieved.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation as defined in M&VC section 999.5(d).

8. **Amendments**

A. This Agreement may be amended only by mutual written consent of the parties signed by each party’s authorized representative or his/her designee or successor. No alternative or variation of the terms of this Agreement will be valid or binding unless so made and no prior oral understanding or agreement not incorporated herein is binding on any of the parties hereto.

B. If this Agreement was awarded with a commitment to subcontract a percentage of the total amount of the Agreement to a DVBE and it is amended during the term to increase the total amount of the Agreement, the Contractor shall certify that the percentage specified to be subcontracted in the DVBE Worksheets shall be applied to the amended dollars.

C. This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates and terms specified in the original Agreement, or any subsequent amendment.
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

9. Confidentiality

A. All data and information related to First 5 California operations, which are designated confidential by First 5 California or developed by the Contractor and deemed confidential by First 5 California, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, First 5 California paper and/or electronic documents, reference materials, or any materials related thereto shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

B. The Contractor and its employees are hereby considered agents only for confidential data purposes and will be liable under the state and federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and/or independent consultant, and its employees will also be considered agents only for confidential data purposes, and will be held liable under said state and federal statutes.

C. The Contractor and all subcontractors and/or independent consultants shall immediately notify First 5 California of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, public records request, court order, or other legal action. Unless the First 5 California contract manager authorizes the disclosure of the information in writing, the Contractor and all subcontractors and/or independent consultants shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

10. Lobbying, Political Activities, and Politicians

A. The Contractor shall not use Agreement funds for direct or indirect lobbying.

(1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance, or ballot measure.
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

(2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance, or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance, or ballot measure.

B. The Contractor shall not use Agreement funds to promote a yes or no vote on a ballot measure.

C. The Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.

D. The Contractor and its subcontractors and/or independent consultants shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Contractor and its subcontractors directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

11. Termination for Convenience

First 5 California retains the option to terminate this Agreement without cause at First 5 California’s convenience, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. If First 5 California terminates this Agreement at its convenience, the Contractor 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 this Agreement, up to the date when notice of termination is received by the Contractor (hereinafter referred to as “the notice date”). In such event, at the request of First 5 California, the Contractor shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or the work is in progress on the termination date. The Contractor will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the Agreement after the notice date, unless the Contractor receives written advance approval from the State. Any services or deliverables for which the Contractor is paid which are provided
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

according to the procedures in this paragraph shall become the property of First 5 California.

12. Termination without Cause

First 5 California reserves the right to terminate this Agreement subject to thirty (30) calendar day's written notice to the Contractor. Any termination shall be effected by written notice to the Contractor, either hand-delivered or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

A. Stop work on the date specified in the notice.

B. Place no further orders or enter into any further subcontracts for materials, services, or facilities except as necessary to complete work under the Agreement up to the effective date of termination.

C. Terminate all orders and subcontracts.

D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to, reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts.

E. Deliver or make available to First 5 California all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

F. The Contractor shall transfer, assign, and make available to First 5 California all property and materials belonging to First 5 California, all rights and claims to any and all reservations, agreements, and arrangements with owners of media/public relations (PR) materials, or others and shall make available to First 5 California all written information regarding First 5 California's media/PR materials, and no extra compensation is to be paid to Contractor for its services in connection with any such transfer or assignment.
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

In the event of termination, an equitable adjustment shall be made by First 5 California based upon a written request by the Contractor within thirty (30) calendar days from the date of the notice of termination. Such adjustment shall include reasonable compensation for all services rendered, materials supplied, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

13. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by the State, the Contractor shall stop work under this Agreement on the date specified in the written notice of termination. The Contractor shall do all of the following:

A. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated.

B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State all of the rights, titles, and interests for the Contractor under the orders and subcontracts terminated, in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders or subcontracts.

C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.

D. Upon the effective date of termination of the Agreement and payment of all items properly chargeable to the State hereunder, the Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State and no extra compensation is to be paid to the Contractor for its services in connection with any such transfer or assignment.

E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Agreement that is in the possession of the Contractor and in which the State has or may acquire an interest.
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

14. Insurance Requirement

The Contractor hereby represents and warrants that the Contractor is currently, and shall for the duration of this Agreement, including any extension in the term, be insured against commercial property, commercial general, workers compensation, and employee dishonesty insurance. The Contractor agrees to carry a minimum coverage of $5,500,000 for commercial property with special form coverage and no co-insurance. Commercial general liability with a limit of no less than $1,000,000 per occurrence. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury and all liability assumed under and insured contract. Employee dishonesty insurance with a limit of no less than $100,000 per loss. Both the commercial property and employee dishonesty policies shall name First 5 California as loss payee. The Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer’s liability limits of $1,000,000 shall be required. The Contractor shall provide a waiver of subrogation in favor of the State for the workers’ compensation policy. The Contractor shall be responsible for any deductibles included in the insurance policies.

The certificate of insurance must include the following provisions:

- First 5 California must be named as the “Certificate Holder” as follows:

  State of California
  First 5 California
  2389 Gateway Oaks Drive, Suite 260
  Sacramento, CA 95833-4270

- The insurer will not cancel the insured’s coverage without thirty (30) days prior written notice to the State.

- Place the language as stated below in the “Description” section:

  “The State of California, its officers, agents, employees, and servants are hereby named as additional insured, but only with respect to work performed for the State of California.”

The Contractor agrees that the liability insurance herein provided for shall be in
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

effect at all times during the term of this Agreement. If insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year. New Certificates of Insurance may be subject to the approval of the DGS, Office of Risk and Insurance Management. The Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Such coverage(s) as referenced herein shall be a condition of First 5 California's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, the Contractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by the Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State does not convey any rights or privileges to First 5 California. It does, however, serve to provide the State with proof that the Contractor is insured up to the required minimums, as required by the State. First 5 California and DGS reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of DGS. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

15. Information Security Incidents

The Contractor agrees to notify the First 5 California contract manager, in writing via e-mail, of any use or disclosure of information not provided for by this Agreement of which it becomes aware, within three (3) working days of initial detection. Written reports of information security incidents shall contain information on the incident (e.g., hacking, virus, theft), description of the information that was compromised and classification of the information (e.g., confidential, sensitive, personal). 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.

16. News Release and Publicity
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

The Contractor shall not issue any news release or make any statement to the news media regarding the products or materials created pursuant to this Agreement, operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of First 5 California.

17. Recycled Project Content

A minimum of 30% recycled paper and/or cardboard only must be used, unless proposed job (e.g., printing) cannot be done on recycled materials. The Contractor must also certify in writing, upon completion of performance under the Agreement, the exact percentage of post-consumer or secondary materials (paper, plastic, metal, cardboard) provided or used in the services provided under the Agreement.

The certification shall be provided regardless of content, even if the product contains no recycled material. This certification must be signed under penalty of perjury. The Contractor may use and request Form CIWMB 74 from the First 5 California contract manager for certification purposes.
CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:

      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:

      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the
certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,
or the Department of Justice to determine the contractor’s compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.


1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))
2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**:
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION**: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204**: This form must be completed by all contractors that are not another state agency or other governmental entity.
Darfur Contracting Act

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in PCC section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

<table>
<thead>
<tr>
<th>Company/Vendor Name (Printed):</th>
<th>Federal ID Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Printed Name and Title of Person Initialing (for Options 1 or 2):</strong></td>
<td></td>
</tr>
</tbody>
</table>

1. _____ We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

   OR

2. _____ We are a scrutinized company as defined in PCC section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to PCC section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

   OR

3. _____ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in PCC section 10476.

**CERTIFICATION FOR NO. 3**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in No. 3. This certification is made under the laws of the State of California.

<table>
<thead>
<tr>
<th>By (Authorized Signature):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Printed Name and Title of Person Signing:</strong></td>
</tr>
<tr>
<td><strong>Date Executed:</strong></td>
</tr>
</tbody>
</table>
Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<table>
<thead>
<tr>
<th>Proposer/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By (Authorized Signature)

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
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</table>

<table>
<thead>
<tr>
<th>Executed in the County of</th>
<th>Executed in the State of</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date Executed
VOLUNTARY STATISTICAL DATA SHEET
Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is strictly voluntary.

The data you provide on this form should best describe the ownership of your business. Ownership of a business should be determined as follows:

- For a business that is a sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or

- For other business entities, the owner is the person controlling management and daily operations and who “owns” the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Ethnicity/Minority Classification – As defined in Public Contract Code Section 2051 (c)

- Asian-Indian – a person whose origins are from India, Pakistan, or Bangladesh.
- Black – a person having origins in any of the Black racial groups of Africa.
- Hispanic – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- Other – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White
☐ Other

Gender Classification
☐ Female
☐ Male
☐ Transgender

Sexual Orientation Classification – As defined by Public Contract Code 10111(f)
☐ Lesbian
☐ Gay
☐ Bisexual

ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY
☐ Goods
☒ Services
☐ Construction

Total Contract Purchase: $200,000.00
Contract Award Date: 07/17/2020
2020-10-020

Request for Proposals (RFP)
Parent Education
AGENDA ITEM:  Request for Proposals (RFP) Parent Education FY 20/21 to FY 24/25

A. Background/History:
First 5 Merced approved a new Strategic Plan at the June 2020 Commission meeting. The new strategic plan created new funding streams and modified some existing ones. Each year, the Commission approves the funding guidelines and criteria; this allows staff the ability to implement the initiative.

Parent Education Grants

<table>
<thead>
<tr>
<th>Intent:</th>
<th>Varying size funding mechanism for evidence based Parent Education for parents/caregivers of children 0-5 years.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max. award:</td>
<td>$250,000.00 per year with up to $1,250,000 over 5 years (could be disbursed between multiple eligible applicants)</td>
</tr>
<tr>
<td>Recipients:</td>
<td>1 to 5 depending on the number of qualified applicants (approximately)</td>
</tr>
<tr>
<td>Cycle(s):</td>
<td>One, if funds remain applications will be considered on a as submitted basis</td>
</tr>
<tr>
<td>Approval:</td>
<td>Commission action</td>
</tr>
</tbody>
</table>

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:
Commission staff is requesting the Commission review, discuss and approve the release of the Request for Proposals (RFP) for Parent Education funding up to $1,250,000 in FY 20/21 to FY 24/25.

C. Timeframe:
If approved the RFP will be published November 2, 2020. Approved projects will be completed by June 30, 2025.

D. Costs:
This RFP could allocate up to $1,250,000 over 5 years.

E. Staff Recommendation:
Commission staff recommending the Commission approve the release of the Parent Education Request for Proposals for FY 20/21 to FY 24/25.
F. Attachments:

- First 5 Merced Parent Education Grant Request for Proposals FY 20/21 to FY 24/25
REQUEST FOR PROPOSALS

Parent Education (Empowered Families)
(July 1, 2020 through June 30, 2025)

October 2020
# TABLE OF CONTENTS

Timeline for Request for Proposals ................................................. 3

1. **Section 1:**
   Intent of the Request for Proposals ........................................ 6

2. **Section 2:**
   Service Populations and Interventions .................................... 8

3. **Section 3:**
   Information to Applicants ..................................................... 9

4. **Section 4:**
   Proposal Instructions and Content Requirements ...................... 13

5. **Section 5:**
   Basis of Awards, Selection Process and Evaluation Criteria ........ 18

6. **Section 6:**
   Contracting Requirements .................................................... 22

7. **Section 7:**
   Contact Information ............................................................ 23

## Attachments

- Attachment A – Proposal Cover Sheet and Certification Form
- Attachment B – Proposal Narrative
- Attachment C – Scope of Work
- Attachment D – Budget and Budget Justification Form
- Attachment E – Non-Supplantation Certification
- Attachment F – Anti-Tobacco Policy
- Attachment G – General Terms and Conditions for First 5 Contractors
- Attachment H – Letter of Intent
## TIMELINE FOR REQUEST FOR PROPOSALS

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Proposals (RFP)</td>
<td>October 30, 2020</td>
</tr>
<tr>
<td>Mandatory Letter of Intent due (please submit electronically to Xee Lor at <a href="mailto:xee.lor@countyofmerced.com">xee.lor@countyofmerced.com</a>)</td>
<td>November 16 by 5:00 pm PST</td>
</tr>
<tr>
<td>Deadline for Submitting Questions for Clarification</td>
<td>December 1, 2020, at 4:00 pm PST</td>
</tr>
<tr>
<td>Closing Date (Deadline) for Proposals</td>
<td>December 11, 2020 at 4:00 pm PST</td>
</tr>
<tr>
<td>Review of Proposals Begins</td>
<td>December 14, 2020</td>
</tr>
<tr>
<td>Discussion Period with Responsive Proposals Begins</td>
<td>December 28, 2020</td>
</tr>
<tr>
<td>Notification of Intent of Award</td>
<td>January 4, 2021</td>
</tr>
<tr>
<td>Funding Recommendations Presented for Commission Action</td>
<td>January 11, 2021</td>
</tr>
</tbody>
</table>

**NOTE:** All dates are subject to change.
First 5 Merced County Request for Proposals (RFP)

All Proposals including one (1) signed original, five (5) copies and one (1) electronic copy must be received by:

December 11, 2020 4:00 p.m. PST

If delivering proposals in person, they will be considered late at 4:01 p.m. by the clock at the First 5 Merced County office located at the Department of Public Health, 260 E. 15th Street. Late proposals will not be evaluated during the initial review.

Mail or hand deliver proposals to:

First 5 Merced County
Attn: Prenatal and Postnatal Support Services
260 E. 15th Street
Merced, CA 95341
ABOUT FIRST 5 MERCED COUNTY

On November 12, 1998, California voters passed Proposition 10, adding a 50-cent tax to each pack of cigarettes or comparable product sold in California. These resources were then utilized to provide increased support for early childhood development of children from conception through age five. The importance of early childhood development is widely recognized as a key to future success in school and success in life. Early childhood development also impacts children’s physical, emotional and cognitive development.

With these funding resources, First 5 Merced County provides financial support for critical programs that impact child health and development, family strengthening, and the professional development of early education providers, all for the benefit of children prenatal to five years. Working in partnership with agencies and organizations throughout Merced County, First 5 Merced County fosters the active participation of parents, caregivers, educators and community members in the lives of young children, prenatal to five years old.

First 5 Merced County Vision
All children in Merced County will thrive in supportive, loving and nurturing environments and enter school healthy and ready to learn.

First 5 Merced County Mission
To provide for the optimal physical, social, emotional and intellectual growth of young children in Merced County.

First 5 Merced County Guiding Principles
- Practicing wise stewardship and maintaining accountability.
- Being transparent about funding decisions and expectations.
- Respecting the diversity, strength, uniqueness, and potential of all children, families and communities.
- Promoting sustainable change by investing in long-term policy, institutional, funding, and systemic changes that extend First 5 reach and impact.
- Soliciting and listening to the ideas of stakeholders and others and encouraging an open dialogue.
- Establishing partnerships and collaborations with similar mission-driven organizations to facilitate programs and services.
- Investing in systems-level changes to promote cultural equity and sustainability, while allowing for program innovation.
- Improving evidence-based programs and practices based on solid evaluation.
SECTION 1
INTENT OF THE REQUEST FOR PROPOSALS

1. Introduction and Intent

The Commission routinely engages in a Strategic Planning process to determine community needs, assets, and gaps where the Commission may be able to have an impact in ensuring children have the best start in life. The 2020 to 2025 Strategic Plan, which was approved June 2020, identifies three desired outcomes and fifteen results for investment for Fiscal Years 2020-21 through 2024-25. The Commission developed the Strategic Plan by developing a needs assessment both of these documents are available on the First 5 Merced website.

The 2020 to 2025 Strategic Plan provides a roadmap for funding. It includes detail regarding priority strategies, community level indicators, and the five-year allocation in the areas of health and development, strong families, and high-quality learning. This funding opportunity is a competitive Request for Proposals (RFP) that allows for the submission of Proposals detailing proposed services and a budget. Competitive RFPs enable the Commission to seek out qualified proposers that can provide effective services to target communities using evidence-based, best and promising practices.

The funding for this competitive RFP is focused on Desired Outcome #2 Strong Families – Families raise their children in safe, stable and nurturing homes. Objective 2: Reduce the number of children who are abused and neglected, and exposed to other forms of violence in their homes. Objective 3: Increase the number of families who participate in programs that build and enhance protective factors that promote optimal development and reduce ACES. Objective 4: Increase the percentage of parents and other caregivers with skills to use effective and appropriate discipline regarding their children’s behavioral issues. Please see the RFP Requirements Sheet at the end of this document for further detail regarding the intent and requirements of this funding opportunity.

A. Contract Term

This RFP solicits proposals for services to begin as early as January 12, 2021 and to extend through as late as June 30, 2025. Proposed interventions may be contracted for up to 5 years or less dependent on factors that may include, but are not limited to, proposed intervention, contractor performance and effectiveness, or availability of funds. First 5 Merced County reserves the right to consider and recommend funding for a lesser duration when consistent with the intent of this RFP.

B. Availability of First 5 Funds

Originally, the Commission allocated $250,000 per Fiscal Year for up to 5 years (total of $1,250,000) for Prenatal and Postnatal Support Services contract/s.
Funding is available for five years beginning July 1, 2020 through June 30, 2025. Please see the RFP Requirements Sheet for the recommended funding amounts under this competitive RFP.

Funding for approved programs will be subject to periodic fiscal and program evaluation to ensure that the anticipated results are being achieved. The Commission is under no obligation to continue funding beyond the contract term.

C. **Notice to Applicants**

Prior to proceeding further, the reader is strongly encouraged to review the Contracting Requirements section on page 22 of this RFP which provides:

- Essential information on eligibility;
- Contract requirements and process;
- Important mandates regarding not supplanting;
- Use of Proposition 10 (First 5) funds solely for the benefit of children 0 - 5 years and their families/caregivers.

D. **Mandatory Letter of Intent**

1. All applicants must submit the mandatory Letter of Intent (Attachment H) by the stated deadline to be eligible to apply.

2. A Letter of Intent must be **received by 5:00 p.m. on Friday, November 16, 2020 by electronic submission to: Xee Lor at xee.lor@countyofmerced.com.** It is the responsibility of the proposer to ensure that the Letter of Intent is received by the stated deadline. Letters of Intent received after the deadline will not be accepted.
SECTION 2
SERVICE POPULATIONS AND INTERVENTIONS

A. Target Populations
When developing proposals in response to this RFP, applicants may propose interventions for any target population of their choosing. However, applicants are required to align proposals with First 5 Merced County’s Strategic Plan, which was developed over time with community input. Proposals will be required to address adherence to the Priority Area and Objectives. Applicants shall also be aware that each proposal will be reviewed and scored relative to the Proposal review criteria (see Evaluation Criteria section, on page 18).

Proposals must include a clear description of the intended target population(s) for the First 5 Commission to make the most discerning funding decisions. Proposals also must target unique and identifiable system-level change and clearly demonstrate long-term and sustainable impacts the grant will have on the target population(s), which includes, either directly or indirectly, children 0-5 and their families/caregivers.

B. Types of Eligible Proposals
Acceptable proposals types may include but are not limited to: Community education/mobilization activities, coalition building, policy/advocacy interventions, organizational/staff capacity building efforts. Outcomes must include any or all of the following: change to an organization’s culture, professional norms, policies, procedures, or increase systems efficiencies that have impact, on children 0-5 and/or their families. Activities may include training or staff development programs, establishing new professional or community norms, technology enhancements, or start-up costs associated with the new initiative.

Applicants are encouraged to be creative and utilize the full range of latitude offered by this RFP.
SECTION 3  
INFORMATION TO APPLICANTS

A. Request for Proposals Closing Date and Submission Information  
Proposals must be received by First 5 Merced County on or before 4:00 PM on December 11, 2020. Proposals shall be presented under sealed cover and mailed or delivered to:

First 5 Merced County  
Attn: Prenatal and Postnatal Support Services  
260 E. 15th Street  
Merced, California 95341

No oral, email, or faxed proposals will be considered. Proposals received after the deadline will not be considered.

Without law or policy to the contrary, if the Applicant took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Applicant, but was the result of negligence by First 5 Merced County, First 5 reserves the right to accept such proposal.

B. Applicant Eligibility  
First 5 Merced County will consider programs and/or services proposed by any organization or entity that is registered as a non-profit entity, an educational or government unit, or a for-profit business or licensee. Entities without a business license or a business tax identification number must locate a fiscal agent prior to receiving First 5 funding.

C. Announcement of Proposals  
All proposals received by the published date and time for submission will be publicly announced at First 5 Merced County. The name of each Applicant will be publicly read and recorded. Attendance by applicants is not required. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

D. Interpretation, Corrections, and Addenda to RFP  
The Applicant must carefully examine the specifications, terms and conditions provided in the Request for Proposal. If the Applicant has any questions regarding the RFP, such questions may be raised with First 5 Merced County until 4:00 PM on December 1, 2020. Questions are to be addressed to: Scott Waite, Executive Director, First 5 Merced County  
scott.waite@countyofmerced.com or (209) 385-7337.

Any changes in the RFP that may be required subsequent to its release will be made only by written addendum, issued by First 5 Merced County and incorporated into the RFP.
Any addenda made to the RFP will be made publicly available through the means by which the RFP was originally disseminated.

E. Discussion with Responsive Applicants Regarding Proposals
Discussions may be conducted with applicants who submit proposals determined to be responsive and have the potential of being selected for an award. Such discussions may be for clarification or modification to the scope of proposed services to best meet the intent of this RFP. Modifications could include, reducing/expanding/modifying the proposal, subcontracting arrangements or the proposed budget and planned expenditures.

Such discussions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers from applicants that best meet the intent of the RFP and First 5 Merced County’s efforts to achieve its Desired Outcomes and Objectives.

F. Award and Contracting
All applicants submitting a proposal for consideration agree that their organization will be willing to enter into a final contract if awarded. The First 5 Merced County Commission will have authority to approve awards to qualifying applicants and approve/reject the final contract. Refer to the Contracting Requirements section, page 22 to be fully apprised of the contract requirements.

G. False or Misleading Statements
Proposals that contain false or misleading statements, or that provide references that do not support an attribute or condition claimed by the Applicant, may be rejected.

H. Rules for Proposal Withdrawal or Revision
A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals, so long as the request is made by the Applicant’s duly authorized representative.

I. Subcontracting
Any Applicant using a Subcontractor(s) must clearly describe and explain the use of the Subcontractor(s) within their proposal, as described in the RFP proposal instructions. If selected, the Applicant will be fully responsible for all work performed under this proposal as the primary contractor. Any subcontracting or other legal arrangements made by the Applicant are the sole responsibility of the Applicant.

J. Confidentiality
The contents of all proposals shall be held in the strictest confidence until the contract is awarded. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Applicant’s proposal shall be held confidential indefinitely unless the public interest is best served by an item’s disclosure because of its direct
pertinence to a decision agreement or an evaluation of the proposal. First 5 Merced County cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable thereunder, if requested by any third party.

The Applicant should clearly mark any of the information within their proposal that is proprietary. Designating the entire proposal as “proprietary” is not acceptable and will not be honored. Submission of a proposal by an Applicant shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Applicant’s RFP submittal that has been annotated as proprietary without the written consent of the Applicant.

K. **General Information**
First 5 Merced County reserves the right, at its sole discretion, to reject any or all proposals or any part thereof, or to waive any informalities in the proposal and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of services proposed, their conformity with the RFP, and not confined to price alone.

L. **Property of First 5 Merced County**
All proposals and accompanying documentation submitted become the property of First 5 Merced County and will not be returned.

M. **Cost of Proposal Development**
Costs for developing proposals for this RFP are solely the responsibility of the Applicant whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting contract.

N. **Public Disclosure**
All public records are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until a contract has been signed. If an unsuccessful Applicant files an official request to view the awarded proposal, First 5 Merced County must comply with the appropriate public disclosure procedures. However, information specifically designated in the proposal as proprietary will not be made available.

O. **Qualifications of Applicant**
First 5 Merced County may make such investigation as it deems necessary to determine the ability of the Applicant to provide the services requested herein, and the Applicant shall furnish all information and data for this purpose as requested.

P. **Applicant Disqualification**
An Applicant may be disqualified and the proposal rejected, in addition to any other cause
for rejection as set forth elsewhere in this RFP, or for any, but not limited to, one of the following reasons: Collusion, lack of responsibility and cooperation as shown by past work or services, non-compliance with current/past contract requirements, being in arrears on existing contracts or having defaulted on previous contracts, and/or incomplete information or missing documents as required in the proposal.

Q. **Gratuities**
Neither the Applicant nor any person, firm, or corporation employed by the Applicant shall give, directly or indirectly, to any employee or agent of First 5 Merced County, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, neither during the proposal process nor during the performance of any contract period resulting from this proposal.

R. **Extension of Contract**
In the event the successful Applicant offers to supply their service for the same price as awarded from the result of this proposal for any succeeding period, or in the event the successful Applicant is willing to negotiate any justifiable price increase at the time of any succeeding contract renewal period, if applicable, and it would be economical and in the best interest of First 5 Merced County, and provided the services have been to the satisfaction of First 5, First 5 reserves the right to extend any contract resulting from this proposal on a term-by-term basis to the successful Applicant awarded the contract.

S. **Cancellation Due to Lack of Funding**
First 5 Merced County reserves the right to cancel this RFP at any time should funding to support it be unavailable as determined by the Commission of First 5 Merced County.
SECTION 4
PROPOSAL INSTRUCTIONS AND CONTENT REQUIREMENTS

This section describes the required proposal format and content. Failure to follow the prescribed format may result in rejection of the proposal.

A. Proposal Format
Narrative text sections of the proposal should be typewritten, **1.5 spacing and 12-point Arial font** with one-inch margins on all sides of the paper using 12-point font. Text should appear single-sided only. Pages should be numbered consecutively from beginning to end. Do not staple proposals instead binder clip each proposal together. Expensive binding, colored displays, promotional materials, etc., are not necessary or desired. Do not use binders.

B. Number of Copies
Applicants must provide one (1) original proposal, five (5) copies, and one (1) electronic copy with signatures in blue ink by an individual legally authorized to bind the agency/organization.

D. Proposal Instructions
1. **Proposal Cover Sheet and Certification Form (Attachment A):** Complete the Proposal Cover Sheet and Certification Form provided in the Attachments section. Original signatures must be in blue ink by an individual legally authorized to bind the agency/organization.

2. **Executive Summary (not to exceed one page in length):** Provide an Executive Summary of the proposal in narrative format that briefly summarizes the proposed Innovation Grant, the specific outcome(s) pursued, the service population targeted, the proposed budget amount, and proposed subcontractors (if applicable).

3. **Table of Contents:** Provide a Table of Contents listing the proposal contents as required in the RFA, along with corresponding page numbers.

4. **Exceptions:** Provide a listing of Exceptions to the requirements and conditions taken by the Applicant. The Applicant’s exceptions should give an explanation as to why the Applicant is taking exception to the specific requirements. If no exceptions are taken, Applicant is to state, “No Exceptions Taken” in this section, and First 5 Merced County assumes that the Applicant meets all RFA requirements as specified.

5. **Proposal Narrative (Attachment B):** Provide a Narrative NOT exceeding twenty (20) pages in length that addresses the items contained in Attachment B regarding
your organization and proposed program. proposals less than ten pages in length that concisely provide the requested information and enable reviewers to have a clear understanding of the proposed effort are welcomed.

6. **Scope of Work Form (Attachment C):** Include a completed Scope of Work Form for each year of the proposed program. These forms are not counted as part of the proposal Narrative 20-page maximum.

7. **Budget Forms (Attachment D):** Proposers should make every effort to develop budgets that are in line with common business practices and adequate to ensure program success. Complete the line item Budget Request Form using the instructions and template in Attachment D of the Supplement. The budget should include the amount requested of the Commission.

   If staff, subcontractors, or consultants are currently full-time equivalent (FTE) and you are seeking Commission funds for this position, you must describe the actions to be taken to reassign the current duties and ensure the proposed funds will not supplant current funds. If staff, subcontractors, or consultants are part-time and you are seeking Commission funds for this position, you must identify the portion of a full-time position that is currently being funded (by percentage of FTE) and indicate the additional percentage of a FTE that will be funded by the Commission.

   All budget request forms should be reviewed by and signed by the Proposer’s authorized fiscal officer or person with fiscal responsibility for the organization. The budget forms are not counted as part of the proposal Narrative 20-page maximum.

   A separate budget(s) must be prepared for each of your subcontractors and consultants, if any, for each fiscal year that the funds are requested for subcontractors and consultants.

8. **Appendices Section:**

   Create an **Appendices** section of your proposal. The appendices are not counted as a part of the 20-page maximum for the Proposal Narrative. The following documents are to be included in the Appendices section in the order they are listed below:

   - Organizational charts
   - Resumes of key project staff (or job description if position is not yet filled)
   - Biographical data on subcontractor(s) and consultant(s)

9. **Letters of Commitment/Memorandums of Understanding**

   Letters of Commitment or Memorandums of Understanding are required from each collaborative partner involved in this effort. See Attachment B for more specific directions.
10. Certifications and Supporting Documents Required
The following certification and documents must be submitted with the RFA package. If your agency is not able to include one of the items listed below, please state why on Attachment A, proposal Package Checklist. If your agency is selected for funding, your agency will need to sign additional certifications prior to the execution of the contract.

a) Annual Non-Supplantation Certification Form (Attachment E)
The proposer must sign and submit this form to certify that they are in compliance with the Commission’s Non-Supplantation policy. This form will be required annually for all contractors.

b) Anti-Tobacco Policy Compliance Form (Attachment F)
First 5 Merced Commission believes that a comprehensive Anti-Tobacco Policy is consistent with the purpose and intent of the Children and Families Act. First 5 Merced Commission contractors shall be required to certify that they are in compliance with this Anti-Tobacco Policy prior to receipt of funds. To facilitate this, all proposers shall sign and submit the Anti-Tobacco Policy and Certification Form with their request package.

e) Tax Exempt Status, Business Licenses and/or Articles of Incorporation
Include the appropriate document(s) as indicated below.

1. Non-profit, public charity, religious, and other similar organizations must submit proof of its non-profit status from either the Internal Revenue Service or the Franchise Tax Board.
2. Private businesses must submit proof of their current business licenses and be in compliance with all applicable local, State, and Federal requirements.
3. A corporation shall submit evidence of incorporation by the California Secretary of the State. If the corporation is incorporated in a state other than California, it shall submit evidence of corporate registration consistent with that state’s incorporation requirements.

f) Audited Financial Statement
All proposal must include the most recent and complete audited financial statement by an independent, certified public accountant, for a fiscal period not more than 18 months old. The audited financial statement must show evidence of solvency and adequacy of accounting practices. If an audited financial statement is not available, please submit a Federal Income Tax Return (Form 990). If the audit covers a parent firm, the parent firm shall be
party to the contract. The Commission may require other information in lieu of the certified audit, if it is of equal value in determining the fiscal stability of the proposer. Proposers may request an exemption from this requirement, provided all the following stipulations are met:

1. The proposer’s total annual budget is no more than $100,000;
2. Requested funding for the proposed project does not exceed $50,000; and
3. Audited financial statements do not exist.

Insurance
If selected for funding, your organization will be required to obtain and maintain insurance that fulfills Commission and Merced County requirements. Failure to conform to insurance requirements shall constitute grounds for termination of the contract.
SECTION 5
BASIS OF AWARDS, SELECTION PROCESS AND EVALUATION CRITERIA

A. Basis of Award
Funding recommendations will be made to the applicants whose proposals demonstrate they will be the most qualified, responsive and advantageous to First 5 Merced County, and consistent with the intent of this RFP. First 5 Merced County shall not be obligated to accept the lowest cost proposals, but will make awards in the best interests of First 5 Merced County after all factors have been evaluated.

First 5 Merced County reserves the right to reject any or all proposals or any part thereof, to waive any informalities in the proposals and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of services to be supplied, their conformity with the specifications and for the purposes for which they are required. False, incomplete, or non-responsive statements in connection with the proposal may be deemed sufficient cause for rejection. First 5 Merced County shall be the sole judge in making such determination.

First 5 Merced County reserves the right to cancel or discontinue with the RFP process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of services, funding is no longer available for this RFP, or it is otherwise in First 5 Merced County's best interest to cancel the RFP process.

B. Selection Process for RFP
All proposal packets submitted timely will first be subject to technical review to ensure that the proposal meets the requirements. A Review Committee consisting of selected personnel will be established to evaluate the proposals. The Committee may include representatives from the First 5 Merced County Commission, as well as First 5 Merced County staff, and reviewers from within and outside of Merced County. It is the intent of the committee to select responsive applicants whose proposals meet desirable, minimum qualifications to initiate discussions with applicants, and potentially enter into contract negotiations, and execute contract agreements.

C. Evaluation Criteria
The Review Committee will consider only those proposals which have been considered responsive to the RFP. Any proposal which fails to meet the RFP requirements will be considered non-responsive and may be rejected.

The committee may contact applicants to clarify any proposal responses provided, as well as contact and evaluate any references provided by the Applicant and/or subcontractor(s)(if applicable); solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
The selection of funding recipients under this RFP will be guided first and foremost by the merits of each proposal in directly contributing to the achieving the First 5 Merced County’s goals related to the Strategic Plan. As such, relevant scoring criteria are included.

Proposals shall be ranked on a total score of 200, and shall be evaluated in accordance with the following criteria:

**Step 1: Proposal Package Checklist**
Each proposal will be reviewed for the submission of required items, documentation, and forms as specified in the proposal Package Checklist. If a box is not checked, a documented reason must be given for this item. The Checklist must be submitted and will be used by Commission staff to verify that the submitted proposal is complete and has passed or failed Step 1.

**Step 2: Review of Fiscal Solvency, Organizational Capacity, Program Structure, Budget, Overall Feasibility**
Each proposal that has successfully passed Step 1 will be reviewed by Commission staff to assess: Fiscal solvency; organizational capacity; program structure; budget, including accuracy and justifications; and feasibility. The point values are assigned for each criterion and weighted according to importance in the proposal.

<table>
<thead>
<tr>
<th>Step 2 – Internal Review Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Solvency</td>
<td>Low/med/high risk</td>
</tr>
<tr>
<td>Organizational Capacity</td>
<td>5</td>
</tr>
<tr>
<td>Program Structure</td>
<td></td>
</tr>
<tr>
<td>Best/Promising Practice and Strategies</td>
<td>10</td>
</tr>
<tr>
<td>Target Population</td>
<td>10</td>
</tr>
<tr>
<td>Collaborative Partners</td>
<td>5</td>
</tr>
<tr>
<td>Budget</td>
<td>10</td>
</tr>
<tr>
<td>Feasibility</td>
<td>10</td>
</tr>
<tr>
<td><strong>Maximum Total</strong></td>
<td><strong>50</strong></td>
</tr>
</tbody>
</table>

**Step 3: Review by Ad Hoc Review Team**
Proposals will be reviewed and scored by an ad hoc review team that will be comprised representatives from the First 5 Merced and community representatives having expertise and/or experience in areas related to the proposals.

The tool for this review team will result in an average score and comments as to strengths and weaknesses. It is critical for proposers to provide complete, clear information in the
narrative text of the proposal that is consistent with other information, such as forms, contained in the proposal. The point values are assigned for each criterion and weighted according to importance in the proposal.

<table>
<thead>
<tr>
<th>Step 3 – External Review Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part 1:</strong> Organization Overview</td>
<td>10</td>
</tr>
<tr>
<td><strong>Part 2:</strong> Description of Program</td>
<td>75</td>
</tr>
<tr>
<td>Target Population: __________(10 pts max)</td>
<td></td>
</tr>
<tr>
<td>Program Structure: __________ (40 pts max)</td>
<td></td>
</tr>
<tr>
<td>Outreach: __________ (10 pts max)</td>
<td></td>
</tr>
<tr>
<td>Client Management and Retention: __________ (10 pts max)</td>
<td></td>
</tr>
<tr>
<td>Staffing: __________ (5 pts max)</td>
<td></td>
</tr>
<tr>
<td><strong>Part 3:</strong> Collaborative Partners</td>
<td>5</td>
</tr>
<tr>
<td><strong>Part 4:</strong> Program Evaluation</td>
<td>5</td>
</tr>
<tr>
<td><strong>Part 5:</strong> Leveraging Resources and Sustainability</td>
<td>5</td>
</tr>
<tr>
<td><strong>Part 6:</strong> Budget</td>
<td>30</td>
</tr>
<tr>
<td><strong>Part 7:</strong> Overall Feasibility of the proposal</td>
<td>20</td>
</tr>
<tr>
<td><strong>Maximum Total</strong></td>
<td>150</td>
</tr>
</tbody>
</table>

Final scoring will be derived from the combined total of the scores from steps 2 and 3 according to the following:

<table>
<thead>
<tr>
<th>Review stages</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1 – Proposal Package Checklist</td>
<td>Pass or Fail</td>
</tr>
<tr>
<td>Step 2 – Internal Review Team Assessment</td>
<td>50</td>
</tr>
<tr>
<td>Step 3 – External Review Team Assessment</td>
<td>150</td>
</tr>
<tr>
<td><strong>Total Possible Points</strong></td>
<td>200</td>
</tr>
</tbody>
</table>

proposals achieving a minimum cumulative score of **100** or more points will be considered for funding.

**D. Notification and Debriefing**

Each Applicant will be notified in writing of the outcome of their proposal following completion of the review, discussion, and negotiation process. Any Applicant with questions regarding the outcome of their proposal may contact the Executive Director following the notification to discuss those questions. A debriefing may be held prior to Commission action on funding recommendations upon the receipt of a written request for a debriefing (within 3 business days of written notification) by an unsuccessful
Applicant for the purpose of receiving information concerning the evaluation of the Applicant’s proposal.

E. Protest Procedures

The protest process is made available in the event that an unsuccessful Applicant cannot reach agreement with First 5 Merced County after undergoing the debriefing process described herein above.

Should an unsuccessful Applicant request a debriefing, and believes its proposal to be the most responsive to the RFA and that First 5 has incorrectly selected another Applicant for award, the appealing Applicant may submit a protest of the selection. All protests must be made in writing, dated, signed by the Applicant or an individual authorized to sign contracts on behalf of the protesting Applicant, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Applicant must provide facts and evidence to support the protest. Protests are not allowed based solely on a mere disagreement with the proposal review outcome. Protests must be received no later than seven (7) working days following First 5 Merced County’s written notification to the Applicant regarding the outcome of their proposal.

Protests may be sent either by U.S. mail, postage paid, or hand delivered to:

First 5 Merced County
ATTN: Executive Director
260 E. 15th Street
Merced, CA 95341

Upon receipt of the formal protest, the Executive Director will attempt to resolve the protest. If the protest has not been resolved, the Applicant will have an opportunity to address the Commission to state the concern. A protest shall be disallowed when, in the judgment of the Executive Director or other Commission designee, it has been submitted: 1) as a delay tactic; 2) for the purpose of posturing the protester advantageously for future procurement; 3) in a form that deviates from the prescribed; 4) without adequate factual basis or merit; or, 5) in an untimely manner.

The Commission will review accepted protests at the next available regularly scheduled Commission meeting. The Commission is the sole and final authority regarding the approval or disapproval of proposals and the conditions under which they are funded. All decisions of the Commission shall be final.
SECTION 6
CONTRACTING REQUIREMENTS

A. Expectations for Successful Applicants
Upon approval of funding by the First 5 Merced County Commission, the successful Applicant organization or entity will be required to enter into a performance based contract agreement with the County of Merced, on behalf of First 5 Merced County. The proposal submitted in response to this RFP is not a legal agreement, but is instead a reference point for entering into a final contract with the County, specifically identifying the “Scope of Work” as well as the County’s and First 5 Merced County’s contract terms and conditions.

B. Contract Agreement – Terms and Conditions, Statutes and Rules
The general contract terms and conditions for recipients of First 5 Merced County funding are specifically incorporated into this RFP by reference, attached herein in the Attachments section, and should be reviewed carefully by all applicants. The contract will not be binding on either the Commission or the Applicant until executed by each.

C. Non-Supplanting / Services Benefiting Children 0-5 years and their Families
As described in the attached contract terms and conditions document, applicants shall be informed that Proposition 10 funds can only be expended for the purposes of supplementing existing levels of services and not to fund (supplant) existing levels of service. Additionally Proposition 10 funds are to be used solely for the benefit of, and/or services to, children 0-5 years of age and their families.

D. Pre-Contract Expectations
Successful applicants may be expected to attend informational meetings, orientations, and/or trainings prior to the execution of the contract in order to prepare for implementation of contracted services.
SECTION 7
CONTACT INFORMATION

First 5 Merced County is eager to facilitate your participation in this RFP process and has designated the staff person below as the contact for all prospective applicants. For such assistance, please contact:

Scott Waite, Executive Director
First 5 Merced County
260 E. 15th Street
Merced, CA 95341
Phone: (209) 385-7337
E-mail: scott.waite@countyofmerced.com
Prenatal and Postnatal Support Services RFP Requirements

Overview:
First 5 Merced identified Parent Education and Family Strengthening as a priority in the 2020 to 2025 Strategic Plan. This is in response to consistently high rates of abuse and neglect among children, particularly young children ages 0-5, in Merced County. Family support is at the core of optimal child health, safety and development. Funding for prevention and early intervention strategies such as parent education, home visiting, and crisis intervention provide direct support and coordination of services that strengthen and promote child well-being for at-risk families. The desired results are to increase the use of effective parenting skills and to decrease trauma and child maltreatment.

With 1 in 3 children nationwide experiencing a Child Protect Services (CPS) investigation during childhood following a report of child maltreatment, this experience is all too common for families. To address family adversity, the Commission is looking at an upstream approach that focuses on prevention and early intervention services in the community, rather than relying on CPS as our first line of defense. With this investment, First 5 seeks to develop and strengthen community based family support agencies. We believe that we can best protect children by providing for and strengthening their families.

The Commission seeks to fund multiple agencies to ensure that there are resources and support in place throughout Merced County. The goal is for families and communities to be more engaged, connected and resilient as a result of accessing family strengthening services. The strategies funded align with the protective factors framework to support a home environment that allows children to be emotionally and physically safe and thrive.

Rate of children with reported (allegations) cases of abuse and neglect, per 1,000 children in Merced County

<table>
<thead>
<tr>
<th>By child age</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; age 1</td>
<td>79.4</td>
</tr>
<tr>
<td>Ages 1-2</td>
<td>57.7</td>
</tr>
<tr>
<td>Ages 3-5</td>
<td>60.3</td>
</tr>
</tbody>
</table>

Focus of Funding:
Proposers should review the Priority Area #1: Strong Families in the 2020 to 2025 First 5 Merced Strategic Plan. Activities in the application must address the following Result, Indicator and Strategy:

Applicants must design and implement a program inclusive of at least one strategy identified in this RFP:
1. Strategy 1: Social and Emotional Support and Learning
2. Strategy 2: Group Parenting Education
Objective 2: Reduce the number of children who are abused and neglected, and exposed to other forms of violence in their homes.

Objective 3: Increase the number of families who participate in programs that build and enhance protective factors that promote optimal development and reduce ACES.

Objective 4: Increase the percentage of parents and other caregivers with skills to use effective and appropriate discipline regarding their children’s behavioral issues.

Priority Strategy:
- Models that improve the relationship between parents and their children and keeping homes safe (e.g., SafeCare, Protective Factors).

Community Level Indicators:
- Proportion of parents with improvement in self-assessed protective factors
- Proportion of parents who report improving positive parenting skills
- Number of substantiated cases of abuse and neglect per 1,000 children aged 0-5

Strategy 1: Social and Emotional Support and Learning
Parents are their children’s first nurturers, teachers, advocates, and buffers from stress. As such, they are our most important partners for supporting the development and well-being of young children. Providing parents with social and emotional support and learning activities will enhance their capacity to provide their young children with the sensitive and responsive care they need for learning and optimal development.

This strategy aims to strengthen families by reinforcing the Five Protective Factors: parental resilience, nurturing and attachment, knowledge of parenting and child development, social connections, support for families and increased social and emotional competence by funding:
1. Classes and activities for parents and their families to extend the range of available services and facilitate social/community engagement to reduce isolation
2. Frequent and ongoing parent support services intended to build positive relationships that provide emotional, informational, instrumental support, and spiritual wellness to families.

Requirements:
1. Provide a continuum of strategic supports that build the capacity and resiliency of parents and caregivers with children ages birth-5. This should include child development activities, resource and referral, stress reduction activities and peer support groups, etc.

2. Develop or choose quality programming and materials that: address needs of the whole child, whole family; are well researched and applicable to the demographics in the target area; and include active parent engagement and community involvement.
**Strategy 2: Group Parenting Education**

Parent education programs provide caregivers with knowledge, resources, and support to develop parenting skills that enhance child and family well-being. It also helps parents or caregivers learn the tools and strategies to provide a positive and nurturing home environment where their children will thrive physically, emotionally, and cognitively. Parenting education will serve as a primary prevention strategy to reduce risk for child abuse and neglect and enhance parenting skills by building parent efficacy, empathy and increasing knowledge of child development and safety.

Requirements:

1. Evidence- and research- based curriculums and related tools must be used to provide parenting education courses to pregnant women and parents/caregivers with children ages birth-5.

2. Proposers are expected to maintain fidelity to the particular curriculum(s) selected for the delivery of parenting education programs. Please note that any classes conducted virtually as a result of COVID-19 restrictions must also be in adherence to curriculum fidelity.

3. The following is a list of research- and evidence- based curriculum recommendations:
   - Strengthening Families Program (SFP 0 – 3)
   - Triple P – Positive Parenting Program
   - Make Parenting a Pleasure (MPAP)
   - Nurturing Parenting Programs
   - STAR Parenting
   - Systematic Training for Effective Parenting (STEP-Early Childhood)

Please review the program characteristics and practices to select the program best fit for the identified community and cultural needs; required staff education and skill level; and necessary resources and cost.

Proposers may identify an evidence- based or evidence-informed curriculum not listed above for consideration, but must provide rationale for the selection. The following websites can be used for reference:

- [https://www.cebc4cw.org/](https://www.cebc4cw.org/)
- [https://www.casey.org/title-iv-e-research](https://www.casey.org/title-iv-e-research)

**Services / Activities:**

4. Utilize an applicable assessment tool to determine the appropriate parenting education workshop(s) and support services for families. Determine a minimum number of assessments to be conducted each contract year.
5. Ensure the employment of diverse staff to meet the linguistic and cultural needs of the client population served.

6. Ensure that staff are knowledgeable, well-trained, and have adequate facilitation and training skills needed to deliver the curriculum effectively.

7. Provide staff development and training opportunities each contract year. Identify the topics and frequency.

8. Provide translated parenting curriculum to meet the linguistic needs of the client population served within six months of the contract start date.

9. Coordinate with the Department of Child, Family and Adult Services (DCFAS) to ensure that post-assessment surveys are adequate for court ordered parenting education workshop participants.

10. Develop outreach plans to promote parenting education classes and inform parents and community partners of class offerings.

11. Provide parent education outreach materials translated in languages appropriate to the community. Materials must be reviewed by the Commission and available for distribution within the first two months of the initial contract year and reviewed annually.

12. Conduct Effective Parenting Outreach to families with children zero to five in communities (i.e. local neighborhoods, faith-based organizations, schools and social/cultural organizations) to promote participation in parenting workshops and support services.

13. Provide transportation assistance to support families with children ages zero to five attending Parenting Education Workshops or other support services.

14. Provide instruction to families on the safe transportation of their children.

15. Provide child care and age appropriate learning activities for children 0 – 5 whose parents are participating in parenting education courses and workshops.

Parameters:
Amount of Funding Available:
A maximum of $1,250,000 is available cumulatively over the five-year period. We strongly recommend that an equal budget amount is maintained across all five years as a means to plan for sustainability. Contractors are not allowed to front load costs in year 1 of the budget. Note that consistent services should be provided throughout all five years.

Contract Term: 07/01/20 – 06/30/25
Eligibility to Apply:

1. Public entities, including special or general purpose units of government located in Merced County.
2. Non-profit organizations, including those applying on behalf of a community collaborative.
3. Private businesses with a current business license, complying with all local, State and Federal requirements.
4. Faith-based or religious organizations or groups, although active participation cannot be a prerequisite for individual involvement or participation in funded programs.
5. Funded services must be available and accessible to children ages zero to five and their families, including low-income, diverse populations and residents in the immediate community and geographically diverse areas of the county.
6. While partnerships and subcontracts are allowed, the primary proposer should not plan to re-grant a majority of the funds to other organizations to provide a large portion of the direct services.
7. Have at least three (3) years of demonstrated experience in serving parents/caregivers of children between the ages of zero to five in the targeted community.
# ATTACHMENT 1
## PROPOSAL COVER SHEET & CERTIFICATION FORM

<table>
<thead>
<tr>
<th>Applicant Agency Name</th>
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<tbody>
<tr>
<td><strong>Proposed Program Title:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong></td>
<td></td>
</tr>
<tr>
<td>Street / P.O. Box</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td><strong>Contact Person:</strong></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
</tr>
<tr>
<td>Telephone</td>
<td>Fax</td>
</tr>
</tbody>
</table>

**Type of Applicant Agency (Check one):**

- [ ] 501 (c) (3) organization (include copy of tax exempt status documentation)
- [ ] Governmental Unit
- [ ] Business License holder (include copy of Business License)
- [ ] Permit/License holder (include copy of Permit/License)

**Federal/Tax ID No.**  
______________________________

**Proposed Program Goal(s):**

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

**Description of service population to be served:**

__________________________________________________________________________________________

**Proposed number of clients (or other service population type) the program will serve:**

______________________________
Annual Agency Budget: _________________________________

Total Budget Request: _________________________________

Year 1 (July 1, 2020 – June 30, 2021) = ____________________

Year 2 (July 1, 2021 – June 30, 2022) = ____________________

Year 3 (July 1, 2022 – June 30, 2023) = ____________________

Year 4 (July 1, 2023 – June 30, 2024) = ____________________

Year 5 (July 1, 2024 – June 30, 2025) = ____________________

To the best of my knowledge, I certify that the information provided within this application is true and correct. By signing below, I agree and attest to the following:

A. I have reviewed the Contracting Requirements Section of the Request for Proposals, including contract requirements for insurance and other applicable rules. I understand that selection of an applicant for funding does not constitute a contract, and the contract to be developed will not be binding on either the Commission or the applicant until executed by each.

B. I understand that in developing contract terms and negotiating a County Contract Agreement, certain informational meetings, orientations, and trainings may be required for successful applicants prior to contract execution.

C. I certify that all Proposition 10 funds will be used only to supplement existing levels of service and not to fund existing levels of service. No moneys shall be used to supplant state or local general fund money for any purpose, pursuant to Revenue and Taxation Code section 30131.4.

(Revenue and Taxation Code section 30131.4 identifies the specific manner in which moneys raised by the Children and Families Act of 1998 shall be appropriated and expended. Section 30131.4 not only requires that expenditures must be for the purposes expressed in the Act, but such moneys “shall be used only to supplement existing levels of services and not to fund existing levels of services. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose.” All moneys raised pursuant to the Act shall be appropriated and expended only to supplement (add to or augment) existing levels of services. In contrast, the Act specifically prohibits appropriation and expenditures of such moneys to supplant (replace) state or local General fund money. Further, moneys are prohibited to be used to fund any existing levels of service.)

D. I certify that all Proposition 10 funds received will be used solely for the benefit of, and/or services to, children 0-5 years of age and their families.

______________________________________________
Typed Name and Title of Individual
Authorized to sign Contract

______________________________________________
Authorized Signature

__________________________
Date
ATTACHMENT B
Proposal Narrative

The proposal narrative is the core component of the proposal where you summarize the key activities and services of your proposal. Carefully review the RFP Specifications Sheet to ensure that you are meeting all of the requirements listed. Respond to the questions in this Attachment to complete the proposal narrative. Remember, the narrative is limited to 20 pages total (10 double-sided pages), written in 12-point Arial font, 1.5 spacing, and 1-inch margins. Complete your proposal narrative in the following order, and please label your responses to the questions with the following headings:

PART 1 – Organization Overview

Description of the Organization(s)

1. Provide a brief background of the lead organization. Please indicate:
   • Your organization’s role in the proposed program; and
   • If there will be a separate organization (other than the one overseeing the program) that is acting as the fiscal agent, please provide an overview of that organization. What is the relationship between the fiscal agent and the organization implementing the program? Why does the organization have the capacity and qualifications to act as the fiscal agent?

2. Provide a brief background of your organization’s relevant experience. Please indicate:
   • The types of services your organization provides and to whom.
   • Your organization’s experience serving children ages 0-5 and their families.
   • Your organization’s experience providing health and social services.
   • Your organization’s existing relationship with the target community.

3. Place a copy of the organizational chart, including staff names and functions in the Appendices Section.

PART 2 – Description of the Program

Scope of Work Narrative

The Scope of Work Narrative should reflect a summary of the core information contained in the Scope of Work form (Attachment C in Supplement). Your Scope of Work Narrative is included in the 20-page limit, should reflect the requirements of the RFP Specifications Sheet, and must address the following topics: target population, outreach, program structure, client management and retention, staffing, and collaborative partners. Carefully review the bullet points for specific questions to be addressed in each section.
**Target Population for Services:**

4. Describe who will be targeted by this program. Please indicate:
   - Why have you selected the targeted community(ies)? How does this fit within the requirements of the RFP Specifications Sheet? Your response to this question should be as specific as possible, and should be broken down by the community(ies) to be served (i.e. neighborhood, zip code) and demographic identifiers (i.e. ethnic/language group) as applicable.
   - Please complete the table below to indicate the number of people the program expects to serve over the five-year period.

<table>
<thead>
<tr>
<th>Strategy</th>
<th># of Parents &amp; Caregivers</th>
<th># of Children ages 0-5</th>
<th># of Providers</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strategy 1: Social and Emotional Support &amp; Learning</td>
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<tr>
<td>Strategy 2: Group Parenting Education</td>
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</table>

**Program Structure:**

5. Describe the core elements and functions of your program:
   - What best or promising practice will the program use? Why will the program work for the target population?
   - What are the inequities for the target population and how will the program reduce those inequities?
   - What are the core activities and services the program will provide to meet the requirements of the RFPA Specifications Sheet? Be sure to describe the type, frequency, and dosage of activities where applicable, and include where these services will take place.
   - How will your program reduce barriers to access and increase utilization of services, particularly for under-served/isolated communities (e.g. hours of operation, interpreter services, transportation, and other appropriate actions or activities).
   - The current COVID-19 pandemic has impacted families, organizations, and the way in which they can interact with each other. How will your program serve families while addressing COVID limitations? How will your organization conduct quality assurance activities based on these COVID limitations to monitor program progress and consistency across service delivery?
   - If a similar program is already in existence within your organization, how will the Commission funds be utilized to significantly expand and enhance the services? Commission funding cannot be utilized to duplicate or supplant existing services and funding.
Outreach:

6. Describe outreach activities that will occur to promote the program:
   • What will your program do to inform the target population about the program and increase the likelihood of participation?
   • How will you augment outreach strategies in response to COVID limitations, if needed?
   • How will your program gather client input (e.g. parents/caregivers involved in the planning, development, and review of program activities) to improve service design and delivery?

Client Management and Retention:

7. Describe how the program will manage and maintain engagement of clients:
   • How do you plan to document client services and follow up with clients to ensure that their needs are met?
   • What strategies will the program utilize to retain clients? If there is a particular or ideal dosage of services a client should complete, how will you help clients complete the entire range of services?

Staffing:

8. Describe the staffing pattern needed to support the oversight and implementation of the proposed program:
   • Please complete the following chart to: identify all staff that will work on this program, estimated time that each staff person will spend on the program, their titles, the key role(s) that each will play, and a summary of their experience that is relevant/necessary for the position. Place resumes (or job descriptions if position is not filled yet) of key program staff in the Appendices Section.

<table>
<thead>
<tr>
<th>Staff Name (or TBD if to be hired)</th>
<th>FTE</th>
<th>Title</th>
<th>Pole/Duties</th>
<th>Experience</th>
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</table>

   • Identify the person who will have primary responsibility for coordinating the program and their connection to the program. Discuss this person’s experience in managing similar programs.
   • How will your agency incorporate on-going mechanisms to increase the cultural responsiveness of staff and the services provided?
• **Description of Subcontractors** - A subcontractor includes individuals or organizations, including consultants, who will be paid if this proposal is funded. If you are proposing to work with a subcontractor(s) to provide needed skills or services for this proposed program, explain why it is necessary to contract with a subcontractor and what their role in the program will be. Also, address the key staff qualifications of subcontractor(s). Place resumes or other data reflecting qualifications in the Appendices Section.

**Scope of Work (Attachment C)**
Please complete the scope of work chart for each fiscal year in Attachment C to provide a snapshot of your proposed core activities and service targets. This scope of work chart in Attachment C is not counted as a part of the 20-page limit. Please attach the scope of work to your proposal, and email it to the Program Planner assigned to the RFP.

**PART 3 – Collaboration**

**Description of Collaborative Partners**
Collaborative partners are individuals or organizations that will assist with and support your program. They will not be paid if this proposal is funded.

9. If collaborative partners are proposed, describe their relevant experience, strengths, and the contributions they bring to the proposed program. Provide information on the roles and responsibilities of the collaborating partners.

Place Letters of Commitment or Memorandums of Understanding from each subcontractor and each collaborative partner involved in this effort, signed by the organization’s authorized designee, after the Appendices Section. Each letter must include evidence of the tangible, specific commitments for persons, time, and resources (services and/or supplies) for carrying out the program.

**Required Commission Collaborations:**

In addition, please note that the following are community collaborative efforts and issues that First 5 Merced will require programs to participate in, if funded. They are:

• **Help Me Grow (HMG)** - HMG is a centralized information and referral system that connects children ages 0-5 to developmental/behavioral assessments in order to identify issues as early as possible. Children with atypical assessments will be linked to early intervention programs and services. In your narrative, describe how your agency will collaborative with community partners on the referral and data collection process.

• **Adverse Childhood Experiences (ACEs) Aware** – ACEs and toxic stress represent a public health crisis. Cumulative adversity, especially when experienced during childhood development, is a root cause to some of the most harmful, persistent, and expensive health challenges facing the state and the nation. The COMMISSION recognizes the effect of trauma on child outcomes and the need
to be responsive at all levels of service provision, including actively promoting Positive Childhood Experiences (PCEs) to prevent or reduce ACEs. A collaborative, called ACEs Merced

- **Home Visitation Collaborative** – Merced County is fortunate to have a variety of resources to support families with young children, including home visitation and many other health and social service programs. However, a common challenge for providers is knowing who to refer to and helping families efficiently navigate those referrals. The Home Visiting Collaborative is an opportunity for agencies to come together to create referral partnerships, streamline and maximize our efforts.

10. In your proposal narrative, please indicate the following:
   - What referral processes to HMG will you put in place? If your program will be conducting developmental/behavioral assessments with clients, including the ASQ or ASQ-SE, how will your program regularly share assessment data with HMG?
   - The Commission aims to support funded partners with becoming trauma-informed organizations. Learning about ACEs, shifting practices, building capacity of staff, and building partnerships is key. How will your organization work towards becoming trauma informed?
   - Addressing the many factors that can impact a family, such as the social determinants of health, can support their overall well-being and success in your program. This requires connecting families to other resources in the community, such as those that will be part of the Home Visitation Collaborative. Please identify a key staff person, with decision-making abilities for the organization, who will regularly attend the Home Visitation Collaborative meetings. How will your organization build referral partnerships with other organizations serving families?
   - If not already addressed in other sections of the narrative, what steps will your program take to proactively address racial inequities and cultural responsiveness? Please identify a key staff person, with decision-making abilities for the organization, who will participate in discussions with the Commission on this issue and initiate steps at your organization.

**PART 4 – Program Evaluation**

The Commission utilizes a Results Based Accountability evaluation plan. It is expected that contractors will collaborate with Commission staff and will participate in its evaluation to demonstrate outcomes.

11. Who will oversee program evaluation activities? What are the individual’s relevant qualifications?

12. How will the program ensure that staff are adequately trained in data collection and data entry? What quality assurance measures will be taken to ensure clean data?
Please note that if funded, your organization will be required to enter data in to a Commission approved data system.

13. Indicate if your organization has an existing mechanism for collecting and reporting data. What type of data does the system provide and how is it used?

PART 5 – Leveraging Resources and Sustainability

During this funding cycle, contractors will be required to develop and/or update a written Sustainability Plan, complete periodic questionnaires and reports, submit supporting documentation for matching funds and in-kind services, and comply with other monitoring requests. The Commission will continue to support and offer technical assistance and capacity building strategies to this end.

The requirement of a written Sustainability Plan will have the goal of replacing Commission funding via a cash match, in-kind match, grants, donations, improved efficiencies, partnerships, and other sustaining strategies. By the end of the three-year strategic plan period (June 2024), funded contractors should be able to absorb an assumed 15% reduction in Commission funding and maintain the same level of service.

Ultimately, the Commission desires realistic and attainable plans. Good faith effort and progress is expected and will be monitored regularly. When targets are not being met, program improvement plan(s) or other methods may be employed to support contractors in achieving targets.

With this information in mind, please address the following questions in your proposal narrative:

14. Describe your organization’s sustainability efforts over the past three years. Has your organization been able to leverage partnerships and funding, and if so in what amount?

15. How does your organization intend to participate in the development and/or updating, monitoring, and reporting of a sustainability plan and sustainability activities over the FY 2021-24 period? Indicate which position or staff person will lead sustainability planning for your agency, their core duties, and the amount of time (FTE) to be dedicated to this effort.

16. Provide at least 3-5 realistic strategies your organization will implement between FY 2020-2025 to replace at least 15% of Commission funding and sustain core services in the 2020 funding cycle.
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<tr>
<th>Desired Outcome</th>
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<td><strong>OBJECTIVE:</strong></td>
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<td><strong>STRATEGY:</strong></td>
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**REPORTING REQUIREMENTS:**

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<td><strong>STRATEGY:</strong></td>
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<td>REPORTING REQUIREMENTS:</td>
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Page Number: 291
Complete this Budget Justification together with the Proposed Budget. The Budget Justification **MUST** have the same (matching) figures from the Program Total column from the Proposed Budget. That is, insert on this justification form the line item totals requested for all years of requested funding for your project.

For each line item, provide sufficient detail to clearly explain how the proposed funds will be utilized for each line item, and the basis upon which the line item totals are derived. Explain any year-to-year changes, if applicable. Use the Budget Definitions List provided at the end of this document for explanations of line item content.

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<tr>
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<th>FY 20/21</th>
<th>FY 21/22</th>
<th>FY 22/23</th>
<th>FY 23/24</th>
<th>FY 24/25</th>
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**INDIRECT COSTS**

| Indirect Costs Justification: (enter here) |          |          |          |          |          |              |
| TOTAL Indirect Costs: | $0       | $0       | $0       | $0       | $0       | $0           |

**SUBCONTRACTORS**

<p>| Subcontractor Costs Justification: (enter here) |          |          |          |          |          |              |
| TOTAL Subcontractor Expenses: | $0       | $0       | $0       | $0       | $0       | $0           |</p>
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<td>EXTERNAL/IN-KIND FUNDS</td>
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### Budget Definitions List

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<th>Definitions</th>
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<tbody>
<tr>
<td>Salaries/Wages (include detailed description of all personnel in budget justification)</td>
<td>This line item must identify each position/classification, salary range, and percent of time (i.e., FTE) to be funded under this grant.</td>
</tr>
<tr>
<td>Benefits</td>
<td>Express the benefits as a percentage of the aggregate salaries. Benefits cannot exceed those already established by the applicant prior to the award of the grant. Employer contributions or expenses for social security, life and health insurance plans, unemployment insurance, liability insurance and/or pension plans are allowable items.</td>
</tr>
<tr>
<td>Rent / Space</td>
<td>The costs of office rental/lease must be identified according to the total square feet, the cost per square foot, and the percentage of time being used for the proposed activities.</td>
</tr>
<tr>
<td>Utilities</td>
<td>Costs associated with power, heat, air conditioning, water, garbage and sewer services.</td>
</tr>
<tr>
<td>Office Expenses</td>
<td>Costs associated with office supplies, postage, copying, printing, etc., that are general to the operation of the program.</td>
</tr>
<tr>
<td>Travel and Training</td>
<td>Travel or training related to the administration of the project must be identified, as related to staff specific activities.</td>
</tr>
<tr>
<td>Audit Costs</td>
<td>Costs for obtaining a financial audit can be included in the budget; an independent financial audit of the project/organization must be obtained on an annual basis. Proposed audit costs requested of First 5 must be generally proportionate to the size of the proposed program compared to the overall agency budget.</td>
</tr>
<tr>
<td>Communications</td>
<td>Costs for telephone/fax line services, pages, cellular phones, internet access, etc.</td>
</tr>
<tr>
<td>Other Expenses (describe)</td>
<td>Costs that are not general operating or program costs, but are related to program operations. Include itemized list and costs in explanation. Examples include purchase of equipment and insurance. Note: Equipment purchases used solely for program activities are allowable if essential to the implementation and operation of the program.</td>
</tr>
<tr>
<td>Program Expenses (describe)</td>
<td>Costs that are essential to the provision of program services. Include itemized list and costs in explanation. Examples include purchase of program and outreach materials and incentives.</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>Identify the percent and amount of the indirect costs, as a percent of salaries/wages (total personnel, less fringe benefits). The maximum allowable indirect rate is 10 percent of salaries/wages.</td>
</tr>
<tr>
<td>Sub-Contractors</td>
<td>Subcontract services are those services provided on a contractual basis by individuals or organizations that are not employees of the applicant. List each specific subcontractor and the proposed subcontract amounts.</td>
</tr>
<tr>
<td>External/In-kind Funds</td>
<td>Identify any external or in-kind funds that will be used toward this program. Include amount and description of source. (Optional)</td>
</tr>
</tbody>
</table>
ATTACHMENT E
Non-Supplantation Certification

CONTRACTOR hereby certifies that:

a) Any and all funds received from the First 5 Sacramento Commission will be used exclusively to develop new projects, expand existing programs and/or services or to enhance existing programs and services for children who are 0-5 years of age.

b) CONTRACTOR has not, and will not in the future, utilize such funds to supplant State/local general funds, State Categorical funds, Federal or grant funds.

c) To the extent that CONTRACTOR utilizes funds received from the First 5 Sacramento Commission to replace state or federal categorical funds, CONTRACTOR can demonstrate, upon request by the COMMISSION, that such state or federal categorical funds have been used to increase the level of services provided to children 0-5 years of age.

d) Any funds received by CONTRACTOR under its agreement with the COMMISSION on for prior years have been used consistent with subsections (a)-(c) of this Certification.

NOTE: Failure to comply with the anti-supplantation requirements stated in this Certification, the Agreement with the COMMISSION and/or Revenue and Taxation Code Section 30131.4 shall constitute breach of any agreement with COMMISSION which shall result in termination of such agreement. If the COMMISSION determines that supplantation has occurred, CONTRACTOR shall also be required in accordance with the terms of the Agreement with the COMMISSION to reimburse the COMMISSION for all funds that were used in violation of this Certification, the Agreement with the COMMISSION, and/or Revenue and Taxation Code Section 30131.4.

____________________________________
Proposer’s Agency

____________________________________
Proposer’s Representative Signature

____________________________________
Representative Printed Name

____________________________________
Date
First 5 Merced Commission believes that a comprehensive anti-tobacco policy is consistent with the purpose and intent of the Children and Families Act. Therefore, First 5 Sacramento Commission contractors shall be required to certify that they are in compliance with this Anti-Tobacco Policy prior to receipt of funds.

Contractors/funded programs shall comply with the following policy provisions:

**1. Dissemination of Smoking Cessation and Tobacco Related Health Information:**
   - Contractor shall provide to staff, parents and/or clients:
     a. Information about smoking cessation and support programs;
     b. Information and materials about secondhand smoke and children.
   - The contractor shall encourage families with small children to not allow smoking in their homes and cars whenever and wherever children are present, including outdoors.
   - Informational materials shall be available at no cost to the contractor.

**2. Tobacco Use in the Workplace:**
   - All contractor worksites must be in compliance with section 6404.5 of the California Smoke-Free Labor Law (AB 13):
     “No employer shall knowingly or intentionally permit, and no person shall engage in, the smoking of tobacco products in an enclosed space at a place of employment.”
   - Contractors/funded programs shall prohibit the use of any tobacco product at any time in contractor owned vehicles, buildings, and within twenty (20) feet of building entryways or windows.
   - Contractors who rent or lease facilities shall be required to request that their landlord impose smoking restrictions in compliance with this policy.

**3. Tobacco Industry Funding:**
   - Contractors receiving funds from the tobacco industry are not eligible to receive funds from First 5 Sacramento Commission.

**Note:** For the purpose of this policy, the term “tobacco industry” is defined as any entity directly involved in the manufacturing or production of any tobacco product. Additionally this policy does not apply to funding sources such as the Tobacco Litigation Settlement Funds.

**Policy Waivers:** A Contractor/funded program may request a waiver from a provision of this policy providing that:
1. The request is submitted in writing to the Commission’s Executive Director, or Designee;

2. Contractor/Funded program can establish to the satisfaction of the Commission’s Executive Director, that compliance with a provision of this policy would negatively impact the contractor’s ability achieve program outcomes.

**CERTIFICATION**

I, the official named below, hereby declare that ______________________________

Organization Name

is or will be in compliance with the provisions of this anti-tobacco policy and that I am duly authorized legally to bind ______________________________ to the above described certification. I declare under penalty of perjury that the foregoing is true and correct.

Signed this day of , 20__, in _________________, Sacramento County, California.

______________________________
Signature

______________________________
Printed Name / Title
ATTACHMENT G
GENERAL TERMS AND CONDITIONS FOR FIRST 5 CONTRACTORS

AGREEMENT BETWEEN MERCED COUNTY,
ON BEHALF OF FIRST 5 MERCED COUNTY

AND

_______________________

THIS AGREEMENT is made and entered into this__________, by and between the County of Merced, a political subdivision of the State of California (hereinafter referred to as “COUNTY”) on behalf of First 5 Merced County, established pursuant to County Ordinance 1747 in compliance with the Children and Families First Act of 1998 (hereinafter referred to as COMMISSION) and ________________________, __________________ (hereinafter referred to as CONTRACTOR).

WHEREAS, COMMISSION has received funds under the Children and Families First Act of 1998 (Proposition 10) to enhance and improve early childhood development for children age 0 through 5 and their families, within Merced County, and

WHEREAS, COMMISSION has adopted a Strategic Plan to implement services and programs to achieve the intent of the Act, and

WHEREAS, the Strategic Plan provides for procurement processes for the COMMISSION to select projects for funding to achieve desired services and programs, and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform such services, and

WHEREAS, COMMISSION utilizes relevant administrative structure, policies and procedures of the County to distribute those funds, and

WHEREAS, CONTRACTOR submitted a proposal (Agency, Program Name) which COMMISSION has determined is in support of the furtherance of the intentions of the Strategic Plan and the Act and warrants funding.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. **GENERAL**

   CONTRACTOR shall provide such services in a good and professional manner in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this agreement or modified herein:
CONTRACTOR warrants it has the expertise, appropriate licenses, support staff and facilities necessary to provide the services described in this Agreement.

2. **SCOPE OF WORK**

Services to be provided under this agreement by CONTRACTOR shall include all necessary services to fulfill the SCOPE OF WORK, Exhibit A, as set forth herein, and made part of this agreement. CONTRACTOR shall perform all such services as an independent CONTRACTOR; not as an agent or employee of the COUNTY.

CONTRACTOR shall conduct the approved project as stated in Exhibits A, B, and C.

3. **TERM**

The term of this agreement shall commence on the __________, and end the ______________, unless sooner terminated in accordance with Sections TERMINATION FOR CONVENIENCE, TERMINATION FOR CAUSE, and/or CONDITION SUBSEQUENT / NON-APPROPRIATION OF FUNDING as specified elsewhere in this agreement.

4. **COMPENSATION**

In consideration of CONTRACTOR performing such work as set forth under Section 2: SCOPE OF WORK, COMMISSION shall, through the County Auditor-Controller, pay CONTRACTOR for actual project expenses in accordance with the categories and amounts established in the line item budget attached as Exhibit B budget.

In no event shall the total payments exceed __________ for the entirety of the contract term.

Additionally, unless otherwise modified as allowed under the terms of this Agreement, in no event shall the payments for any fiscal year within the contract term (if applicable) exceed the amounts as shown in Exhibit B, Budget, and below:

- Fiscal year 2020/2021: ________________
- Fiscal year 2021/2022: ________________

No other expenses shall be paid to CONTRACTOR without formal approval by the COMMISSION and amendment of this agreement.

CONTRACTOR may request revisions in the line item budget for the project as included in Exhibit B, Budget during the term of this agreement in accordance with
COMMISSION’S budget revision procedures.

Indirect costs cannot exceed ten percent (10%) of personnel costs less fringe benefits.

If any funds have not been completely expended as approved, or otherwise modified and subsequently approved, at the end of any fiscal year within the term as described in Exhibit B, Budget, or at the end of the term of this agreement, CONTRACTOR shall return such funds to the COMMISSION.

CONTRACTOR warrants that no employee, volunteer, agent or independent subcontractor of CONTRACTOR who has been convicted of a felony or against whom a civil judgment has been entered based upon misappropriation of funds or similar action shall have authority or discretion in any way relating to funding provided to CONTRACTOR by COMMISSION such to be able to control disbursements/withdrawals of said funds.

CONTRACTOR warrants that all employees and volunteers, and employees and volunteers of agents or subcontractors of CONTRACTOR, who will have direct contact with service recipients in the course of providing services outlined in the Scope of Work, shall have finger print clearance through an entity determined by COMMISSION, prior to direct contact with service recipients. Documentation demonstrating this clearance shall be kept on file for examination by COMMISSION at its discretion.

5. TERMS OF PAYMENT

Payment for project expenses and satisfactory performance of such services set forth in Section 2: SCOPE OF WORK of this agreement shall be made in the following manner:

CONTRACTOR shall submit invoices, using Exhibit D, Invoice Form, on a quarterly basis, unless otherwise directed on an alternative schedule, for reimbursement of actual project expenses incurred during the previous period.

Invoices required quarterly are to be submitted by the following dates each fiscal year:

- October 31 for program expenses from July 1 – September 30
- January 31 for program expenses from October 1 – December 31
- April 30 for program expenses from January 1 – March 31
- July 31 for program expenses from April 1 – June 30

Invoices are to be accompanied by all required supporting documentation necessary to demonstrate that expenses incurred are consistent with the approved budget and budget narrative in this agreement.

CONTRACTOR may receive an advanced payment of funds provided for under the Compensation section of this Agreement when deemed to be in the interests of furthering the aims of the COMMISSION’s strategic plan and subsequent to
COMMISSION’S approval.

In order to be considered complete for processing for payment, invoices shall be prepared in accordance with Exhibit D, Invoice Form.

The COMMISSION may request any additional information or supporting data as deemed necessary for COMMISSION to properly evaluate or process CONTRACTOR’S invoice.

Upon approval by COMMISSION, the sum due hereunder shall be paid to CONTRACTOR through the disbursement process of the COUNTY in a timely manner. Payments will be held if CONTRACTOR is delinquent with any required reports or other submission requirements under this agreement.

Failure to comply with invoice submission and all related submittal requirements may result in the assessment of a late fee that reduces the amount of payment due to CONTRACTOR, per the COMMISSION’S procedures for late submission penalties.

Address for the purpose of remitting payment is as follows:

<table>
<thead>
<tr>
<th>Agency name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip code</td>
<td></td>
</tr>
<tr>
<td>First and Last Name, Title</td>
<td></td>
</tr>
</tbody>
</table>

If no expenses are incurred by CONTRACTOR in any reporting period, CONTRACTOR shall submit a letter to COMMISSION by the invoice submission deadlines, stating such.

6.  NON-SUPPLANTATION

CONTRACTOR shall abide by the intent of the California Children and Families Act of 1998, and Section 30131.4 of the Revenue and Taxation Code which states: “All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of service and not to fund existing levels of service.”

CONTRACTOR warrants that no funds provided by COMMISSION shall be used to supplant existing funds from any source for any purpose.

7.  SERVICES FOR CHILDREN AGE 0-5 YEARS AND THEIR FAMILIES

CONTRACTOR shall abide by the intent of the California Children and Families Act of 1998, and Section 130100 of the Health and Safety Code, which states the program is created for the “purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. Funds provided under this agreement shall be used solely for the benefit of, and/or
8. **EVALUATION AND MONITORING**

Services provided by CONTRACTOR shall be evaluated. CONTRACTOR shall submit evaluation data and related reports, and otherwise participate in the First 5 evaluation, using approved evaluation methods.

Required evaluation data shall be submitted on a regular basis as determined by the First 5 evaluation requirements.

Services provided by CONTRACTOR shall be monitored through quarterly, or as COMMISSION requires, program progress reporting and site visits.

Program progress reporting will be required on a regular basis to ensure compliance with contractual obligations.

At least once per year, the COMMISSION shall conduct a site visit as part of this monitoring process. Unless exercised sooner in accordance with Section 21: RECORDS AND INSPECTION, the COMMISSION may include the examination and auditing of records relating to program services during site visits.

Any deficiencies noted in the provision of services may be addressed by COMMISSION through a corrective action plan in order to remedy any identified deficiency(-ies).

Payments will be held if CONTRACTOR is delinquent with any required reports or submission requirements under this agreement or otherwise fails to address any deficiencies noted in the provision of services.

9. **TOBACCO & NUTRITION**

During the term of this agreement, CONTRACTOR agrees to:

Maintain a tobacco free environment on CONTRACTOR’S property including inside agency buildings and vehicles, and outside of building entrances within 15 feet of facilities or 25 feet of children's play areas, and as otherwise required by law.

Provide referral information to staff and/or clients on smoking cessation and support programs, and the dangers of second hand smoke, as applicable.

If CONTRACTOR is a family day care provider, CONTRACTOR acknowledges that smoking in a private residence during the hours of operation as a licensed family day care home is prohibited by California law.

If CONTRACTOR is a licensed childcare center, CONTRACTOR acknowledges that smoking on the premises is prohibited by California law.

Provide healthy food and snack options when meals or foods are provided during
the course of implementing the Scope of Work, per the approved budget, Exhibit B.

10. **AUDITS & REPORTS**

   Annually, CONTRACTOR shall be responsible for the procurement and performance of an independent fiscal and compliance audit. Any audit undertaken must be performed in accordance with the following standards: Generally Accepted Auditing Standards, Governmental Auditing Standards, and OMB Circular A-133.

   CONTRACTOR shall submit to COMMISSION within one hundred twenty (120) days of CONTRACTOR’S fiscal year-end the completed audit for the prior year.

   An audit of a public agency, when performed pursuant to state law, will meet the requirements of this section.

   COMMISSION reserves the right to require a program specific audit at COMMISSION’S discretion.

   COMMISSION may request additional reports as deemed necessary or as required by the California State Children and Families Commission.

11. **TERMINATION FOR CONVENIENCE**

   This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COMMISSION at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

   Upon effective date of termination, COMMISSION shall have no further liability to CONTRACTOR except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COMMISSION. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

12. **TERMINATION FOR CAUSE**

   The COMMISSION may terminate this Agreement for and be relieved of making any payments to CONTRACTOR, and all duties to contractor should the CONTRACTOR fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COMMISSION may proceed with the work in any manner deemed proper by the COMMISSION. All costs to the COMMISSION shall be deducted from any sum otherwise due the contractor and the balance, if any, shall be paid to the CONTRACTOR upon demand. Such remedy is in addition to such other remedies as may be available to the COMMISSION provided by law.

13. **CONDITION SUBSEQUENT / NON-APPROPRIATION OF FUNDING**
14. ASSESSMENT FOR LEVERAGING FUNDING

CONTRACTOR agrees to partner with COMMISSION in participating in necessary activities to assess opportunities for, and leverage external funding from, non-First 5 funding sources, as may be available for services described in CONTRACTOR’S Scope of Work.

15. EXTENSION OF CONTRACT

In the event the CONTRACTOR offers to supply their service for the same price as awarded from the result of this proposal for any succeeding period, or in the event the CONTRACTOR is willing to negotiate any justifiable price increase at the time of any succeeding Contract renewal period, if applicable, and it would be economical and in the best interest of COMMISSION, and provided the services have been to the satisfaction of COMMISSION, COMMISSION reserves the right to extend any Contract resulting from this proposal on a term-by-term basis to the CONTRACTOR awarded the Contract.

16. MODIFICATION OF AGREEMENT
Notwithstanding any of the provisions of this agreement, the parties hereafter, by mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law and which are signed by both parties. For any proposed revisions, CONTRACTOR shall submit a revised Scope of Work, Budget and/or Budget Narrative, for review and action by COMMISSION and/or COMMISSION Executive Director, per COMMISSION’S contract revision processes. In the event of any proposed modifications to CONTRACTOR’S budget, a budget revision must be approved prior to the expenditure of any funds in excess of prior-approved amounts.

17. **DURABLE EQUIPMENT**

Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expenses pursuant to the budget document attached as Exhibit B, having a useful life of three (3) years or greater or a value in excess of Five Thousand Dollars ($5,000.00), shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the COMMISSION at the termination of this Agreement unless the COMMISSION, at its sole discretion, makes an alternative disposition.

18. **CHANGES IN CONDITION**

CONTRACTOR agrees to provide written notice within 14 calendar days to the COMMISSION if significant changes or events occur during the term of this agreement which could potentially impact CONTRACTOR’S progress toward, or completion of, the Scope of Work, including, but not limited to changes in CONTRACTOR’S management personnel, loss of funding, or revocation of the CONTRACTOR’S tax-exempt status, business license or permit.

19. **ATTRIBUTION**

CONTRACTOR will ensure that all publications, including but not limited to media activities, posters, conferences, brochures, etc., that are used in the approved project shall include a statement that the project is funded by “FIRST 5 Merced County” with the official COMMISSION logo. (Official logo shall be provided CONTRACTOR for such use.) The cost for any materials not meeting the above provisions may not be reimbursed under this Agreement at the sole discretion of COMMISSION.

CONTRACTOR shall be required on occasion to disseminate COMMISSION materials on various issues to further the objectives of COMMISSION’S Strategic Plan. Such materials will be provided to CONTRACTOR with reasonable notice and instructions for dissemination.

20. **PROGRAM INCOME**
In the event that any funds provided under this agreement result in program income for CONTRACTOR (i.e., funds received from third party payor sources of any nature), COMMISSION may off-set future disbursements to CONTRACTOR in an amount up to the program income amount, at the COMMISSION’s sole discretion. CONTRACTOR shall notify and receive COMMISSION approval, prior to incurring any expenses of COMMISSION funds that may result in the earning of program income that COMMISSION may deduct from future disbursements.

21. **INSURANCE**

CONTRACTOR shall purchase and maintain the following type of insurance for minimum limits indicated during the term of this agreement and provide Certificates of Insurance evidencing such coverage to the COMMISSION Attn: Certificates of Insurance, 260 E. 15th Street, Merced, California 95341. Certificates of Insurance shall be submitted to the COMMISSION within the first 90 calendar days of the contract term.

1. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers’ Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer’s subrogation rights against the County.

(Note to Buyer – Waiver of auto & workers comp insurance “Use this clause only when appropriate to SCOPE OF WORK. If in doubt, coordinate with Risk Management”).

4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.

(Note to preparer of this agreement: Professional Liability, as indicated below should, only be inserted when contracting for clinical, medical, health, accounting, legal, insurance, advertising, architectural/engineering, or computer programming services.)

5. Professional Liability: $1,000,000 limit per occurrence and $5,000,000
annual aggregate limit covering Contractors wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

Insurance Conditions

Insurance is to be placed with admitted insurers rated by A.M. Best Co. As A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the COUNTY Risk Manager.

Each of the above required policies shall be endorsed to provide the COUNTY and the COMMISSION with 30 days prior written notice of cancellation. Neither the County nor the COMMISSION is liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this agreement.

22. INDEMNIFICATION

CONTRACTOR has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless COMMISSION, its governing board, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONTRACTOR.

CONTRACTOR’S liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the CONTRACTOR, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COMMISSION. This duty shall arise at the first claim or allegation of liability against COMMISSION. CONTRACTOR will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted.

23. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR is an independent CONTRACTOR in the performance of the work duties and obligations devolving upon CONTRACTOR under this agreement. COUNTY and/or COMMISSION shall neither have, nor exercise any control or direction over the methods by which CONTRACTOR shall perform his professional work and functions. The sole interest and responsibility of the COUNTY and the COMMISSION is to assure that the services covered by this agreement shall be performed and rendered in a
competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and CONTRACTOR shall hold COUNTY and COMMISSION harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers compensation, unemployment insurance, social security, income tax, other statutes or codes applying to CONTRACTOR, or its sub-CONTRACTORS and employees, if any.

It is mutually agreed and understood that CONTRACTOR, its sub-CONTRACTORS and employees, if any, shall have no claim under this agreement or otherwise against the COUNTY or the COMMISSION for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

24. RECORDS AND INSPECTIONS

CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this agreement. To the extent permitted by law, the COUNTY and/or the COMMISSION shall have free access at all proper times or until the expiration of seven (7) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, premises, procedures, and activities pertaining to this agreement.

25. QUALITY OF SERVICE

CONTRACTOR shall comply with all applicable Federal, State and local laws, ordinances, codes and regulations in performing its services. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its reports, and other related items or services.

26. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the COUNTY and/or the COMMISSION as provided in this agreement are expressly conditioned upon the CONTRACTORS compliance with the provisions of the contract to the personal satisfaction of the COMMISSION and the COMMISSION shall determine compliance in good faith and as a reasonable person would under the circumstances.

27. COMPLETENESS OF AGREEMENT

This agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the agreement or any part thereof shall have any validity or bind any of the parties hereto.
28. **COUNTY NOT OBLIGATED TO THIRD PARTIES**

Neither the COUNTY nor the COMMISSION shall be obligated or liable hereunder to any party other than CONTRACTOR.

29. **COMPLIANCE WITH STATE LAWS AND REGULATIONS**

The CONTRACTOR, the COUNTY and the COMMISSION agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, lobbying, and all other matters applicable to the CONTRACTOR, COUNTY and the COMMISSION, their sub-grantees, CONTRACTORS, or subcontractor and their work.

30. **COUNTY’S AND COMMISSION’S RIGHTS NOT WAIVED BY PAYMENTS**

In no event shall the making, by the COMMISSION, of any payment to CONTRACTOR constitute, or be construed as, a waiver by the COMMISSION or the County of any breach of covenant, or any default which may then exist, on the part of the CONTRACTOR, and the making of any such payment by the COMMISSION while any such breach or default shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under the agreement.

31. **SUBCONTRACTS**

CONTRACTOR assumes full responsibility for all services and activities covered by this Agreement, whether or not directly provided by CONTRACTOR. CONTRACTOR shall be considered the sole point of contact regarding contractual matters, including payment of any and all charges resulting from this Agreement.

If CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services covered by this Agreement, any such subcontract in excess of $5,000 shall be in writing, containing a proposed Scope of Work and Budget, and be subject to the review and action by COMMISSION prior to approval and execution.

COMMISSION shall have the right to reject any such proposed subcontract. Any such subcontract, together with all other activities by or caused by CONTRACTOR, shall not require compensation greater than the approved total program budget as set forth in Attachment B to this Agreement.

CONTRACTOR shall be responsible to COMMISSION for the proper performance of any subcontract.

Subcontractors shall be subject to the same terms, conditions, data collection, and other reporting requirements, that CONTRACTOR is subject to under this
32. **PERSONNEL**

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. All of the services required hereunder will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONTRACTOR’S personnel are expressly agreed to be the employees of the CONTRACTOR and not the employees of the COUNTY.

33. **NOTICES**

All notices, requests, demands or other communications under this agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

1) Personal delivery. When personally delivered to the recipient. Notice is effective upon delivery.

2) First class mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

3) Certified mail. When mailed certified mail, return receipt requested. Notice is effective upon receipt, if delivery is confirmed by a return receipt.

4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the senders account. Notice is effective on delivery, if delivery is confirmed by the delivery service.

5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purposes of giving notice are as follows:

**COMMISSION**

First 5 Merced County
260 E. 15th Street
Merced, CA 95341
Attn: Executive Director

**CONTRACTOR**

Agency name
Address
City, State, Zip code
First and Last Name, Title

b) Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission by the party to be notified shall be deemed effective
as of the first date that the notice was refused, unclaimed or deemed undeliverable
by the postal authorities, messengers or overnight delivery services.

c) Any party may changes its address or fax number by giving the other party notice
of the change in any manner permitted by this agreement.

34. **APPLICABLE LAW**

All parties agree that this agreement and all documents issued or executed
pursuant hereto and the rights and obligations of the parties to this agreement are
subject to and governed by the laws of the State of California in all respects as to
interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this agreement, any dispute concerning any
question of fact or law arising under this agreement, which is not disposed of by
agreement between the parties shall be decided by a Court of competent jurisdiction
of the State of California.

35. **WAIVER**

Both parties reserve the right to waive any breach of this agreement and no waiver
of any breach, failure of any term or any right to remedy contained in or granted by
this agreement will be effective unless it is in writing and signed by the party waiving
the breach, failure, right or remedy. This waiver shall not be construed as a waiver
of any subsequent breach or failure of the same term, provision or condition or a
waiver of any other term or condition in this agreement. This waiver does not
establish or evidence any course of dealing between the parties.

36. **BREACH OF CONTRACT**

Upon breach of the agreement by CONTRACTOR, the COUNTY and the
COMMISSION shall have all remedies, both in equity and/or at law, necessary to
recover and satisfy CONTRACTOR’S obligation which it failed to provide as
prescribed under the agreement.

37. **REMEDY FOR BREACH AND RIGHT TO CURE**

If CONTRACTOR fails to perform any agreement or obligation contained in this
agreement, the COMMISSION may itself perform, or cause the performance of,
such agreement and obligation. In that event, CONTRACTOR will on demand, fully
reimburse the COMMISSION for all such expenditures. Alternatively, the
COMMISSION at its option, may deduct from any funds owed to CONTRACTOR
the amount necessary to cover any expenditures under this provision. This is in
addition to any other remedies available to the COMMISSION by law or as
otherwise stated in this agreement.
38. **SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of the agreement shall be binding and in full force and effect and inure to the benefit of the successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

39. **CONFLICT OF INTEREST**

CONTRACTOR warrants and covenants that no official or employee of the COUNTY, or the COMMISSION nor any business entity in which an official of the COUNTY or the COMMISSION has an interest has been employed or retained to solicit or aid in the procuring of the agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the COMMISSION.

40. **EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR shall comply with U.S. Executive Order 11246 entitled, Equal Employment Opportunity as amended by U.S. Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations (41 CFC Chapter 60).

41. **UNRUH CIVIL RIGHTS ACT**

Pursuant to §51.5 of the California Civil Code, CONTRACTOR shall not discriminate or in any way limit access to the business services to be performed under this agreement on the basis of race, creed, religion, color, national origin, sex, disability or medical condition.

42. **SECULAR ACTIVITIES**

CONTRACTOR, in the performance of the services pursuant to this agreement, shall refrain from any religious teaching, instruction, indoctrination, proselytizing, exposure or discussion. All services provided shall be secular and CONTRACTOR shall have the obligation to ensure compliance with this provision by employees or anyone under CONTRACTOR’S control. The failure of CONTRACTOR to comply with this provision shall be deemed a material breach of this agreement.

43. **DRUG-FREE WORK PLACE**

CONTRACTOR shall comply with the provisions for a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988 or as last revised.

44. **CAPTIONS**
The captions of each paragraph in the agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the agreement or in any way affect it.

45. **ASSIGNMENT**

CONTRACTOR shall not subcontract or consign this agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining written consent by COUNTY and COMMISSION.

46. **FEDERAL, STATE, AND LOCAL TAXES**

CONTRACTOR shall pay all taxes lawfully imposed upon it with respect to this agreement or any product delivered with respect to this agreement. COUNTY and COMMISSION make no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on CONTRACTOR.

47. **SEVERABILITY**

If a court or an arbitrator of competent jurisdiction holds any provision of this agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

48. **COPIES OF AGREEMENT**

This agreement is executed in counterparts, each of which shall be deemed a duplicate original.

**COMMISSION**

Date: ______________ Signature: ____________________________

Scott Waite, 
Executive Director, First 5 Merced County

**CONTRACTOR**

Date: ______________ Signature: ____________________________

First and Last name, Title 
Agency Name

**APPROVED AS TO LEGALITY**
AND FORM

Date: ___________     Signature: ___________________________________

                                       Tom Ebersole,
                                       Counsel for First 5 Merced County
<table>
<thead>
<tr>
<th>Agency/Organization/Individual Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person: __________</td>
</tr>
<tr>
<td>Title: _____________</td>
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<tr>
<td>Address: _____________</td>
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<tr>
<td>Phone: _____________</td>
</tr>
<tr>
<td>E-Mail: _____________</td>
</tr>
<tr>
<td>RFP Title: Parent Education (Family Empowerment)</td>
</tr>
<tr>
<td>RFP #: _____________</td>
</tr>
<tr>
<td>First 5 Contact: Scott Waite</td>
</tr>
<tr>
<td>Indicate how you plan to submit your proposal (circle): Electronic Mail Hand Delivery</td>
</tr>
</tbody>
</table>

Please provide a brief description of the key activities or services you plan to propose in response to the RFA. Include a list of potential subcontractors. Limit responses to one page.

<table>
<thead>
<tr>
<th>Signature of Authorized Agent</th>
<th>Date</th>
</tr>
</thead>
</table>

Print Name of Authorized Agent

A signed Letter of Intent must be received by 5:00 p.m. on Monday November 16, 2020 by electronic submission to: Xee Lor. It is the responsibility of the proposer to ensure that the Letter of Intent is received by the deadline. Letters of Intent received after the deadline will not be accepted. Failure to submit a complete Letter of Intent will prevent your proposal from being accepted for consideration.
2020-10-021

Request for Proposals (RFP)
Prenatal & Postpartum Care
A. Background/History:
First 5 Merced approved a new Strategic Plan at the June 2020 Commission meeting. The new strategic plan created new funding streams and modified some existing ones. Each year, the Commission approves the funding guidelines and criteria; this allows staff the ability to implement the initiative.

Parent Education Grants

| Intent: | Varying size funding mechanism for evidence based Prenatal & Postpartum Care for pregnant women and new parents of children 0-5 years. |
| Max. award: | $150,000.00 per year with up to $750,000 over 5 years (could be disbursed between multiple eligible applicants) |
| Recipients: | 1 to 2 depending on the number of qualified applicants (approximately) |
| Cycle(s): | One, if funds remain applications will be considered on a as submitted basis |
| Approval: | Commission action |

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:
Commission staff is requesting the Commission review, discuss and approve the release of the Request for Proposals (RFP) for Prenatal and Postpartum Care funding up to $750,000 in FY 20/21 to FY 24/25.

C. Timeframe:
If approved the Request for Proposals (RFP) will be published November 2, 2020. Approved projects will be completed by June 30, 2025.

D. Costs:
This Request for Proposals (RFP) could allocate up to $750,000 over 5 years.

E. Staff Recommendation:
Commission staff recommending the Commission approve the release of the Prenatal and Postpartum Care Request for Proposals for FY 20/21 to FY 24/25.
F. Attachments:

- First 5 Merced Prenatal and Postpartum Care Grant Request for Proposals FY 20/21 to FY 24/25
REQUEST FOR PROPOSALS

Prenatal and Postnatal Support Services

(July 1, 2020 through June 30, 2025)

FIRST 5 MERCED COUNTY
www.first5mercedcounty.org

October 2020
TABLE OF CONTENTS

Timeline for Request for Proposals                                3

1.   Section 1:  
      Intent of the Request for Proposals                           6

2.   Section 2:  
      Service Populations and Interventions                           8

3.   Section 3:  
      Information to Applicants                                       9

4.   Section 4:  
      Proposal Instructions and Content Requirements                13

5.   Section 5:  
      Basis of Awards, Selection Process and Evaluation Criteria     18

6.   Section 6:  
      Contracting Requirements                                        22

7.   Section 7:  
      Contact Information                                               23

Attachments

Attachment A – Proposal Cover Sheet and Certification Form
Attachment B – Proposal Narrative
Attachment C – Scope of Work
Attachment D – Budget and Budget Justification Form
Attachment E – Non-Supplantation Certification
Attachment F – Anti-Tobacco Policy
Attachment G – General Terms and Conditions for First 5 Contractors
Attachment H – Letter of Intent
## TIMELINE FOR REQUEST FOR PROPOSALS

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>Release of Request for Proposals (RFP)</td>
<td>October 30, 2020</td>
</tr>
<tr>
<td>Mandatory Letter of Intent due (please submit electronically to Xee Lor</td>
<td>November 16 by 5:00 pm PST</td>
</tr>
<tr>
<td>at <a href="mailto:xee.lor@countyofmerced.com">xee.lor@countyofmerced.com</a>)</td>
<td></td>
</tr>
<tr>
<td>Deadline for Submitting Questions for Clarification</td>
<td>December 1, 2020, at 4:00 pm PST</td>
</tr>
<tr>
<td>Closing Date (Deadline) for Proposals</td>
<td>December 11, 2020 at 4:00 pm PST</td>
</tr>
<tr>
<td>Review of Proposals Begins</td>
<td>December 14, 2020</td>
</tr>
<tr>
<td>Discussion Period with Responsive Proposals Begins</td>
<td>December 28, 2020</td>
</tr>
<tr>
<td>Notification of Intent of Award</td>
<td>January 4, 2021</td>
</tr>
<tr>
<td>Funding Recommendations Presented for Commission Action</td>
<td>January 11, 2021</td>
</tr>
</tbody>
</table>

**NOTE:** All dates are subject to change.
First 5 Merced County Request for Proposals (RFP)

All Proposals including one (1) signed original, five (5) copies and one (1) electronic copy must be received by:

December 11, 2020 4:00 p.m. PST

If delivering proposals in person, they will be considered late at 4:01 p.m. by the clock at the First 5 Merced County office located at the Department of Public Health, 260 E. 15th Street. Late proposals will not be evaluated during the initial review.

Mail or hand deliver proposals to:

First 5 Merced County
Attn: Prenatal and Postnatal Support Services
260 E. 15th Street
Merced, CA 95341
ABOUT FIRST 5 MERCED COUNTY

On November 12, 1998, California voters passed Proposition 10, adding a 50-cent tax to each pack of cigarettes or comparable product sold in California. These resources were then utilized to provide increased support for early childhood development of children from conception through age five. The importance of early childhood development is widely recognized as a key to future success in school and success in life. Early childhood development also impacts children’s physical, emotional and cognitive development.

With these funding resources, First 5 Merced County provides financial support for critical programs that impact child health and development, family strengthening, and the professional development of early education providers, all for the benefit of children prenatal to five years. Working in partnership with agencies and organizations throughout Merced County, First 5 Merced County fosters the active participation of parents, caregivers, educators and community members in the lives of young children, prenatal to five years old.

First 5 Merced County Vision
All children in Merced County will thrive in supportive, loving and nurturing environments and enter school healthy and ready to learn.

First 5 Merced County Mission
To provide for the optimal physical, social, emotional and intellectual growth of young children in Merced County.

First 5 Merced County Guiding Principles
- Practicing wise stewardship and maintaining accountability.
- Being transparent about funding decisions and expectations.
- Respecting the diversity, strength, uniqueness, and potential of all children, families and communities.
- Promoting sustainable change by investing in long-term policy, institutional, funding, and systemic changes that extend First 5 reach and impact.
- Soliciting and listening to the ideas of stakeholders and others and encouraging an open dialogue.
- Establishing partnerships and collaborations with similar mission-driven organizations to facilitate programs and services.
- Investing in systems-level changes to promote cultural equity and sustainability, while allowing for program innovation.
- Improving evidence-based programs and practices based on solid evaluation.
SECTION 1
INTENT OF THE REQUEST FOR PROPOSALS

1. Introduction and Intent

The Commission routinely engages in a Strategic Planning process to determine community needs, assets, and gaps where the Commission may be able to have an impact in ensuring children have the best start in life. The 2020 to 2025 Strategic Plan, which was approved June 2020, identifies three desired outcomes and fifteen results for investment for Fiscal Years 2020-21 through 2024-25. The Commission developed the Strategic Plan by developing a needs assessment both of these documents are available on the First 5 Merced website.

The 2020 to 2025 Strategic Plan provides a roadmap for funding. It includes detail regarding priority strategies, community level indicators, and the five-year allocation in the areas of health and development, strong families, and high-quality learning. This funding opportunity is a competitive Request for Proposals (RFP) that allows for the submission of Proposals detailing proposed services and a budget. Competitive RFPs enable the Commission to seek out qualified proposers that can provide effective services to target communities using evidence-based, best and promising practices.

The funding for this competitive RFP is focused on Desired Outcome #1 Health and Development - Children achieve optimal developmental, behavioral and social-emotional health. Strategy 2: Increase the number of parents with access to mental health services, including post-partum support for new mothers. Through a blend of mostly individual and some group activities, services will provide women with: support; education; identification of and encouragement in reducing risk factors; assistance with navigating and coordination of critical health and social services; and case management. Please see the RFP Requirements Sheet at the end of this document for further detail regarding the intent and requirements of this funding opportunity.

A. Contract Term
This RFP solicits proposals for services to begin as early as January 12, 2021 and to extend through as late as June 30, 2025. Proposed interventions may be contracted for up to 5 years or less dependent on factors that may include, but are not limited to, proposed intervention, contractor performance and effectiveness, or availability of funds. First 5 Merced County reserves the right to consider and recommend funding for a lesser duration when consistent with the intent of this RFP.

B. Availability of First 5 Funds
Originally, the Commission allocated $150,000 per Fiscal Year for up to 5 years (total of $750,000) for Prenatal and Postnatal Support Services contract/s.
Funding is available for five years beginning July 1, 2020 through June 30, 2025. Please see the RFP Requirements Sheet for the recommended funding amounts under this competitive RFP.

Funding for approved programs will be subject to periodic fiscal and program evaluation to ensure that the anticipated results are being achieved. The Commission is under no obligation to continue funding beyond the contract term.

C. **Notice to Applicants**
Prior to proceeding further, the reader is strongly encouraged to review the Contracting Requirements section on page 22 of this RFP which provides:

- Essential information on eligibility;
- Contract requirements and process;
- Important mandates regarding not supplanting;
- Use of Proposition 10 (First 5) funds solely for the benefit of children 0 - 5 years and their families/caregivers.

D. **Mandatory Letter of Intent**
1. All applicants must submit the mandatory Letter of Intent (Attachment H) by the stated deadline to be eligible to apply.
2. A Letter of Intent must be received by 5:00 p.m. on Friday, November 16, 2020 by electronic submission to: Xee Lor at xee.lor@countyofmerced.com. It is the responsibility of the proposer to ensure that the Letter of Intent is received by the stated deadline. Letters of Intent received after the deadline will not be accepted.
SECTION 2
SERVICE POPULATIONS AND INTERVENTIONS

A. Target Populations
When developing proposals in response to this RFP, applicants may propose interventions for any target population of their choosing. However, applicants are required to align proposals with First 5 Merced County’s Strategic Plan, which was developed over time with community input. Proposals will be required to address adherence to the Priority Area and Objectives. Applicants shall also be aware that each proposal will be reviewed and scored relative to the Proposal review criteria (see Evaluation Criteria section, on page 18).

Proposals must include a clear description of the intended target population(s) for the First 5 Commission to make the most discerning funding decisions. Proposals also must target unique and identifiable system-level change and clearly demonstrate long-term and sustainable impacts the grant will have on the target population(s), which includes, either directly or indirectly, children 0-5 and their families/caregivers.

B. Types of Eligible Proposals
Acceptable proposals types may include but are not limited to: Community education/mobilization activities, coalition building, policy/advocacy interventions, organizational/staff capacity building efforts. Outcomes must include any or all of the following: change to an organization’s culture, professional norms, policies, procedures, or increase systems efficiencies that have impact, on children 0-5 and/or their families. Activities may include training or staff development programs, establishing new professional or community norms, technology enhancements, or start-up costs associated with the new initiative.

Applicants are encouraged to be creative and utilize the full range of latitude offered by this RFP.
SECTION 3
INFORMATION TO APPLICANTS

A. Request for Proposals Closing Date and Submission Information
Proposals must be received by First 5 Merced County on or before 4:00 PM on December 11, 2020. Proposals shall be presented under sealed cover and mailed or delivered to:

First 5 Merced County
Attn: Prenatal and Postnatal Support Services
260 E. 15th Street
Merced, California 95341

No oral, email, or faxed proposals will be considered. Proposals received after the deadline will not be considered.

Without law or policy to the contrary, if the Applicant took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Applicant, but was the result of negligence by First 5 Merced County, First 5 reserves the right to accept such proposal.

B. Applicant Eligibility
First 5 Merced County will consider programs and/or services proposed by any organization or entity that is registered as a non-profit entity, an educational or government unit, or a for-profit business or licensee. Entities without a business license or a business tax identification number must locate a fiscal agent prior to receiving First 5 funding.

C. Announcement of Proposals
All proposals received by the published date and time for submission will be publicly announced at First 5 Merced County. The name of each Applicant will be publicly read and recorded. Attendance by applicants is not required. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

D. Interpretation, Corrections, and Addenda to RFP
The Applicant must carefully examine the specifications, terms and conditions provided in the Request for Proposal. If the Applicant has any questions regarding the RFP, such questions may be raised with First 5 Merced County until 4:00 PM on December 1, 2020. Questions are to be addressed to: Scott Waite, Executive Director, First 5 Merced County scott.waite@countyofmerced.com or (209) 385-7337.

Any changes in the RFP that may be required subsequent to its release will be made only by written addendum, issued by First 5 Merced County and incorporated into the RFP.
Any addenda made to the RFP will be made publicly available through the means by which the RFP was originally disseminated.

E. Discussion with Responsive Applicants Regarding Proposals
Discussions may be conducted with applicants who submit proposals determined to be responsive and have the potential of being selected for an award. Such discussions may be for clarification or modification to the scope of proposed services to best meet the intent of this RFP. Modifications could include, reducing/expanding/modifying the proposal, subcontracting arrangements or the proposed budget and planned expenditures.

Such discussions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers from applicants that best meet the intent of the RFP and First 5 Merced County’s efforts to achieve its Desired Outcomes and Objectives.

F. Award and Contracting
All applicants submitting a proposal for consideration agree that their organization will be willing to enter into a final contract if awarded. The First 5 Merced County Commission will have authority to approve awards to qualifying applicants and approve/reject the final contract. Refer to the Contracting Requirements section, page 22 to be fully apprised of the contract requirements.

G. False or Misleading Statements
Proposals that contain false or misleading statements, or that provide references that do not support an attribute or condition claimed by the Applicant, may be rejected.

H. Rules for Proposal Withdrawal or Revision
A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals, so long as the request is made by the Applicant’s duly authorized representative.

I. Subcontracting
Any Applicant using a Subcontractor(s) must clearly describe and explain the use of the Subcontractor(s) within their proposal, as described in the RFP proposal instructions. If selected, the Applicant will be fully responsible for all work performed under this proposal as the primary contractor. Any subcontracting or other legal arrangements made by the Applicant are the sole responsibility of the Applicant.

J. Confidentiality
The contents of all proposals shall be held in the strictest confidence until the contract is awarded. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Applicant’s proposal shall be held confidential indefinitely unless the public interest is best served by an item’s disclosure because of its direct
The Applicant should clearly mark any of the information within their proposal that is proprietary. Designating the entire proposal as “proprietary” is not acceptable and will not be honored. Submission of a proposal by an Applicant shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Applicant’s RFP submittal that has been annotated as proprietary without the written consent of the Applicant.

K. **General Information**
First 5 Merced County reserves the right, at its sole discretion, to reject any or all proposals or any part thereof, or to waive any informalities in the proposal and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of services proposed, their conformity with the RFP, and not confined to price alone.

L. **Property of First 5 Merced County**
All proposals and accompanying documentation submitted become the property of First 5 Merced County and will not be returned.

M. **Cost of Proposal Development**
Costs for developing proposals for this RFP are solely the responsibility of the Applicant whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting contract.

N. **Public Disclosure**
All public records are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until a contract has been signed. If an unsuccessful Applicant files an official request to view the awarded proposal, First 5 Merced County must comply with the appropriate public disclosure procedures. However, information specifically designated in the proposal as proprietary will not be made available.

O. **Qualifications of Applicant**
First 5 Merced County may make such investigation as it deems necessary to determine the ability of the Applicant to provide the services requested herein, and the Applicant shall furnish all information and data for this purpose as requested.

P. **Applicant Disqualification**
An Applicant may be disqualified and the proposal rejected, in addition to any other cause
for rejection as set forth elsewhere in this RFP, or for any, but not limited to, one of the following reasons: Collusion, lack of responsibility and cooperation as shown by past work or services, non-compliance with current/past contract requirements, being in arrears on existing contracts or having defaulted on previous contracts, and/or incomplete information or missing documents as required in the proposal.

Q. Gratuities
Neither the Applicant nor any person, firm, or corporation employed by the Applicant shall give, directly or indirectly, to any employee or agent of First 5 Merced County, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, neither during the proposal process nor during the performance of any contract period resulting from this proposal.

R. Extension of Contract
In the event the successful Applicant offers to supply their service for the same price as awarded from the result of this proposal for any succeeding period, or in the event the successful Applicant is willing to negotiate any justifiable price increase at the time of any succeeding contract renewal period, if applicable, and it would be economical and in the best interest of First 5 Merced County, and provided the services have been to the satisfaction of First 5, First 5 reserves the right to extend any contract resulting from this proposal on a term-by-term basis to the successful Applicant awarded the contract.

S. Cancellation Due to Lack of Funding
First 5 Merced County reserves the right to cancel this RFP at any time should funding to support it be unavailable as determined by the Commission of First 5 Merced County.
SECTION 4
PROPOSAL INSTRUCTIONS AND CONTENT REQUIREMENTS

This section describes the required proposal format and content. Failure to follow the prescribed format may result in rejection of the proposal.

A. Proposal Format
Narrative text sections of the proposal should be typewritten, **1.5 spacing and 12-point Arial font** with one-inch margins on all sides of the paper using 12-point font. Text should appear single-sided only. Pages should be numbered consecutively from beginning to end. Do not staple proposals instead binder clip each proposal together. Expensive binding, colored displays, promotional materials, etc., are not necessary or desired. Do not use binders.

B. Number of Copies
Applicants must provide one (1) original proposal, five (5) copies, and one (1) electronic copy with signatures in blue ink by an individual legally authorized to bind the agency/organization.

D. Proposal Instructions
1. **Proposal Cover Sheet and Certification Form (Attachment A):** Complete the Proposal Cover Sheet and Certification Form provided in the Attachments section. Original signatures must be in blue ink by an individual legally authorized to bind the agency/organization.

2. **Executive Summary (not to exceed one page in length):** Provide an Executive Summary of the proposal in narrative format that briefly summarizes the proposed Innovation Grant, the specific outcome(s) pursued, the service population targeted, the proposed budget amount, and proposed subcontractors (if applicable).

3. **Table of Contents:** Provide a Table of Contents listing the proposal contents as required in the RFA, along with corresponding page numbers.

4. **Exceptions:** Provide a listing of Exceptions to the requirements and conditions taken by the Applicant. The Applicant’s exceptions should give an explanation as to why the Applicant is taking exception to the specific requirements. If no exceptions are taken, Applicant is to state, “No Exceptions Taken” in this section, and First 5 Merced County assumes that the Applicant meets all RFA requirements as specified.

5. **Proposal Narrative (Attachment B):** Provide a Narrative NOT exceeding twenty (20) pages in length that addresses the items contained in Attachment B regarding
your organization and proposed program. Proposals less than ten pages in length that concisely provide the requested information and enable reviewers to have a clear understanding of the proposed effort are welcomed.

6. **Scope of Work Form (Attachment C):** Include a completed Scope of Work Form for each year of the proposed program. These forms are not counted as part of the proposal Narrative 20-page maximum.

7. **Budget Forms (Attachment D):** Proposers should make every effort to develop budgets that are in line with common business practices and adequate to ensure program success. Complete the line item Budget Request Form using the instructions and template in Attachment D of the Supplement. The budget should include the amount requested of the Commission.

   If staff, subcontractors, or consultants are currently full-time equivalent (FTE) and you are seeking Commission funds for this position, you must describe the actions to be taken to reassign the current duties and ensure the proposed funds will not supplant current funds. If staff, subcontractors, or consultants are part-time and you are seeking Commission funds for this position, you must identify the portion of a full-time position that is currently being funded (by percentage of FTE) and indicate the additional percentage of a FTE that will be funded by the Commission.

   All budget request forms should be reviewed by and signed by the Proposer’s authorized fiscal officer or person with fiscal responsibility for the organization. The budget forms are not counted as part of the proposal Narrative 20-page maximum.

   A separate budget(s) must be prepared for each of your subcontractors and consultants, if any, for each fiscal year that the funds are requested for subcontractors and consultants.

8. **Appendices Section:**
   Create an Appendices section of your proposal. The appendices are not counted as a part of the 20-page maximum for the Proposal Narrative. The following documents are to be included in the Appendices section in the order they are listed below:
   - Organizational charts
   - Resumes of key project staff (or job description if position is not yet filled)
   - Biographical data on subcontractor(s) and consultant(s)

9. **Letters of Commitment/Memorandums of Understanding**
   Letters of Commitment or Memorandums of Understanding are required from each collaborative partner involved in this effort. See Attachment B for more specific directions.
10. Certifications and Supporting Documents Required

The following certification and documents must be submitted with the RFA package. If your agency is not able to include one of the items listed below, please state why on Attachment A, proposal Package Checklist. If your agency is selected for funding, your agency will need to sign additional certifications prior to the execution of the contract.

a) Annual Non-Supplantation Certification Form (Attachment E)
   The proposer must sign and submit this form to certify that they are in compliance with the Commission’s Non-Supplantation policy. This form will be required annually for all contractors.

b) Anti-Tobacco Policy Compliance Form (Attachment F)
   First 5 Merced Commission believes that a comprehensive Anti-Tobacco Policy is consistent with the purpose and intent of the Children and Families Act. First 5 Merced Commission contractors shall be required to certify that they are in compliance with this Anti-Tobacco Policy prior to receipt of funds. To facilitate this, all proposers shall sign and submit the Anti-Tobacco Policy and Certification Form with their request package.

e) Tax Exempt Status, Business Licenses and/or Articles of Incorporation
   Include the appropriate document(s) as indicated below.

   1. Non-profit, public charity, religious, and other similar organizations must submit proof of its non-profit status from either the Internal Revenue Service or the Franchise Tax Board.
   2. Private businesses must submit proof of their current business licenses and be in compliance with all applicable local, State, and Federal requirements.
   3. A corporation shall submit evidence of incorporation by the California Secretary of the State. If the corporation is incorporated in a state other than California, it shall submit evidence of corporate registration consistent with that state’s incorporation requirements.

f) Audited Financial Statement
   All proposal must include the most recent and complete audited financial statement by an independent, certified public accountant, for a fiscal period not more than 18 months old. The audited financial statement must show evidence of solvency and adequacy of accounting practices. If an audited financial statement is not available, please submit a Federal Income Tax Return (Form 990). If the audit covers a parent firm, the parent firm shall be
party to the contract. The Commission may require other information in lieu of the certified audit, if it is of equal value in determining the fiscal stability of the proposer. Proposers may request an exemption from this requirement, provided all the following stipulations are met:

1. The proposer’s total annual budget is no more than $100,000;
2. Requested funding for the proposed project does not exceed $50,000; and
3. Audited financial statements do not exist.

**Insurance**
If selected for funding, your organization will be required to obtain and maintain insurance that fulfills Commission and Merced County requirements. Failure to conform to insurance requirements shall constitute grounds for termination of the contract.
SECTION 5
BASIS OF AWARDS, SELECTION PROCESS AND EVALUATION CRITERIA

A. Basis of Award
Funding recommendations will be made to the applicants whose proposals demonstrate they will be the most qualified, responsive and advantageous to First 5 Merced County, and consistent with the intent of this RFP. First 5 Merced County shall not be obligated to accept the lowest cost proposals, but will make awards in the best interests of First 5 Merced County after all factors have been evaluated.

First 5 Merced County reserves the right to reject any or all proposals or any part thereof, to waive any informalities in the proposals and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of services to be supplied, their conformity with the specifications and for the purposes for which they are required. False, incomplete, or non-responsive statements in connection with the proposal may be deemed sufficient cause for rejection. First 5 Merced County shall be the sole judge in making such determination.

First 5 Merced County reserves the right to cancel or discontinue with the RFP process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of services, funding is no longer available for this RFP, or it is otherwise in First 5 Merced County's best interest to cancel the RFP process.

B. Selection Process for RFP
All proposal packets submitted timely will first be subject to technical review to ensure that the proposal meets the requirements. A Review Committee consisting of selected personnel will be established to evaluate the proposals. The Committee may include representatives from the First 5 Merced County Commission, as well as First 5 Merced County staff, and reviewers from within and outside of Merced County. It is the intent of the committee to select responsive applicants whose proposals meet desirable, minimum qualifications to initiate discussions with applicants, and potentially enter into contract negotiations, and execute contract agreements.

C. Evaluation Criteria
The Review Committee will consider only those proposals which have been considered responsive to the RFP. Any proposal which fails to meet the RFP requirements will be considered non-responsive and may be rejected.

The committee may contact applicants to clarify any proposal responses provided, as well as contact and evaluate any references provided by the Applicant and/or subcontractor(s)(if applicable); solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
The selection of funding recipients under this RFP will be guided first and foremost by the merits of each proposal in directly contributing to the achieving the First 5 Merced County’s goals related to the Strategic Plan. As such, relevant scoring criteria are included.

Proposals shall be ranked on a total score of 200, and shall be evaluated in accordance with the following criteria:

**Step 1: Proposal Package Checklist**
Each proposal will be reviewed for the submission of required items, documentation, and forms as specified in the proposal Package Checklist. If a box is not checked, a documented reason must be given for this item. The Checklist must be submitted and will be used by Commission staff to verify that the submitted proposal is complete and has passed or failed Step 1.

**Step 2: Review of Fiscal Solvency, Organizational Capacity, Program Structure, Budget, Overall Feasibility**
Each proposal that has successfully passed Step 1 will be reviewed by Commission staff to assess: Fiscal solvency; organizational capacity; program structure; budget, including accuracy and justifications; and feasibility. The point values are assigned for each criterion and weighted according to importance in the proposal.

<table>
<thead>
<tr>
<th>Step 2 – Internal Review Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Solvency</td>
<td>Low/med/high</td>
</tr>
<tr>
<td>Organizational Capacity</td>
<td>5</td>
</tr>
<tr>
<td>Program Structure</td>
<td></td>
</tr>
<tr>
<td>Best/Promising Practice and Strategies</td>
<td>10</td>
</tr>
<tr>
<td>Target Population</td>
<td>10</td>
</tr>
<tr>
<td>Collaborative Partners</td>
<td>5</td>
</tr>
<tr>
<td>Budget</td>
<td>10</td>
</tr>
<tr>
<td>Feasibility</td>
<td>10</td>
</tr>
<tr>
<td><strong>Maximum Total</strong></td>
<td><strong>50</strong></td>
</tr>
</tbody>
</table>

**Step 3: Review by Ad Hoc Review Team**
Proposals will be reviewed and scored by an ad hoc review team that will be comprised representatives from the First 5 Merced and community representatives having expertise and/or experience in areas related to the proposals.

The tool for this review team will result in an average score and comments as to strengths and weaknesses. It is critical for proposers to provide complete, clear information in the
narrative text of the proposal that is consistent with other information, such as forms, contained in the proposal. The point values are assigned for each criterion and weighted according to importance in the proposal.

<table>
<thead>
<tr>
<th>Step 3 – External Review Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part 1:</strong> Organization Overview</td>
<td>10</td>
</tr>
<tr>
<td><strong>Part 2:</strong> Description of Program</td>
<td>75</td>
</tr>
<tr>
<td>Target Population: __________ (10 pts max)</td>
<td></td>
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<tr>
<td>Program Structure: __________ (40 pts max)</td>
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<tr>
<td>Outreach: __________ (10 pts max)</td>
<td></td>
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<tr>
<td>Client Management and Retention: __________ (10 pts max)</td>
<td></td>
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<tr>
<td>Staffing: __________ (5 pts max)</td>
<td></td>
</tr>
<tr>
<td><strong>Part 3:</strong> Collaborative Partners</td>
<td>5</td>
</tr>
<tr>
<td><strong>Part 4:</strong> Program Evaluation</td>
<td>5</td>
</tr>
<tr>
<td><strong>Part 5:</strong> Leveraging Resources and Sustainability</td>
<td>5</td>
</tr>
<tr>
<td><strong>Part 6:</strong> Budget</td>
<td>30</td>
</tr>
<tr>
<td><strong>Part 7:</strong> Overall Feasibility of the proposal</td>
<td>20</td>
</tr>
<tr>
<td><strong>Maximum Total</strong></td>
<td><strong>150</strong></td>
</tr>
</tbody>
</table>

Final scoring will be derived from the combined total of the scores from steps 2 and 3 according to the following:

<table>
<thead>
<tr>
<th>Review stages</th>
<th>Maximum Score</th>
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</thead>
<tbody>
<tr>
<td>Step 1 – Proposal Package Checklist</td>
<td>Pass or Fail</td>
</tr>
<tr>
<td>Step 2 – Internal Review Team Assessment</td>
<td>50</td>
</tr>
<tr>
<td>Step 3 – External Review Team Assessment</td>
<td>150</td>
</tr>
<tr>
<td><strong>Total Possible Points</strong></td>
<td><strong>200</strong></td>
</tr>
</tbody>
</table>

proposals achieving a minimum cumulative score of 100 or more points will be considered for funding.

D. **Notification and Debriefing**

Each Applicant will be notified in writing of the outcome of their proposal following completion of the review, discussion, and negotiation process. Any Applicant with questions regarding the outcome of their proposal may contact the Executive Director following the notification to discuss those questions. A debriefing may be held prior to Commission action on funding recommendations upon the receipt of a written request for a debriefing (within 3 business days of written notification) by an unsuccessful
Applicant for the purpose of receiving information concerning the evaluation of the Applicant’s proposal.

E. Protest Procedures
The protest process is made available in the event that an unsuccessful Applicant cannot reach agreement with First 5 Merced County after undergoing the debriefing process described herein above.

Should an unsuccessful Applicant request a debriefing, and believes its proposal to be the most responsive to the RFA and that First 5 has incorrectly selected another Applicant for award, the appealing Applicant may submit a protest of the selection. All protests must be made in writing, dated, signed by the Applicant or an individual authorized to sign contracts on behalf of the protesting Applicant, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Applicant must provide facts and evidence to support the protest. Protests are not allowed based solely on a mere disagreement with the proposal review outcome. Protests must be received no later than seven (7) working days following First 5 Merced County’s written notification to the Applicant regarding the outcome of their proposal.

Protests may be sent either by U.S. mail, postage paid, or hand delivered to:

First 5 Merced County  
ATTN: Executive Director  
260 E. 15th Street  
Merced, CA 95341

Upon receipt of the formal protest, the Executive Director will attempt to resolve the protest. If the protest has not been resolved, the Applicant will have an opportunity to address the Commission to state the concern. A protest shall be disallowed when, in the judgment of the Executive Director or other Commission designee, it has been submitted: 1) as a delay tactic; 2) for the purpose of posturing the protester advantageously for future procurement; 3) in a form that deviates from the prescribed; 4) without adequate factual basis or merit; or, 5) in an untimely manner.

The Commission will review accepted protests at the next available regularly scheduled Commission meeting. The Commission is the sole and final authority regarding the approval or disapproval of proposals and the conditions under which they are funded. All decisions of the Commission shall be final.
SECTION 6
CONTRACTING REQUIREMENTS

A. Expectations for Successful Applicants
Upon approval of funding by the First 5 Merced County Commission, the successful Applicant organization or entity will be required to enter into a performance based contract agreement with the County of Merced, on behalf of First 5 Merced County. The proposal submitted in response to this RFP is not a legal agreement, but is instead a reference point for entering into a final contract with the County, specifically identifying the “Scope of Work” as well as the County’s and First 5 Merced County’s contract terms and conditions.

B. Contract Agreement – Terms and Conditions, Statutes and Rules
The general contract terms and conditions for recipients of First 5 Merced County funding are specifically incorporated into this RFP by reference, attached herein in the Attachments section, and should be reviewed carefully by all applicants. The contract will not be binding on either the Commission or the Applicant until executed by each.

C. Non-Supplanting / Services Benefiting Children 0-5 years and their Families
As described in the attached contract terms and conditions document, applicants shall be informed that Proposition 10 funds can only be expended for the purposes of supplementing existing levels of services and not to fund (supplant) existing levels of service. Additionally Proposition 10 funds are to be used solely for the benefit of, and/or services to, children 0-5 years of age and their families.

D. Pre-Contract Expectations
Successful applicants may be expected to attend informational meetings, orientations, and/or trainings prior to the execution of the contract in order to prepare for implementation of contracted services.
SECTION 7
CONTACT INFORMATION

First 5 Merced County is eager to facilitate your participation in this RFP process and has designated the staff person below as the contact for all prospective applicants. For such assistance, please contact:

Scott Waite, Executive Director
First 5 Merced County
260 E. 15th Street
Merced, CA 95341
Phone: (209) 385-7337
E-mail: scott.waite@countyofmerced.com
Overview:

Some may view maternal and infant health as separate issues, but studies show that maternal health during pregnancy and early childhood impact infant health and child development. Unfortunately, statistics at the national, state, and local level do not paint a positive picture. According to the CDC, the number of pregnancy related deaths in the U.S. has increased from 7.2 deaths per 100,000 live births in 1987 to 16.9 deaths per 100,000 live births in 2016. Even worse, there are significant disparities by race in pregnancy outcomes - from 2011-2016, there were 42.4 deaths per 100,000 live births for Black women, compared to 13.0 deaths per 100,000 live births for White women. Infant mortality rates are also dismal – in 2018 the U.S. infant mortality rate per 1,000 live births was 10.8 for Black infants, versus 4.6 for Whites. The top five leading causes of infant mortality nationally in 2018 were due to: birth defects, preterm and low birth weight, maternal pregnancy complications, sudden infant death syndrome, and injuries.

Disproportionality in pregnancy and birth outcomes exists at the local level as well. The percentage of women who begin prenatal care in the first trimester of pregnancy in Merced County is 16% less than the California state average. The percent on births with mothers receiving adequate number of visits in Merced County is 12.7% less than the California state average. In Merced County 6.4% of babies are born low birth weight (<2500 grams). The percentage of women with post partum depression in Merced County is 4.3% higher than the California state average, this can affect children’s emotional and behavioral outcomes.

This RFP is specific to reducing infant death due to perinatal conditions. Perinatal condition deaths occur when a child dies during pregnancy or within the four weeks after birth. These types of deaths can be attributed to health issues such as prematurity, low birth weight, congenital defects, and chronic or infectious diseases in the mother.

The focus of this RFP is to fund community based activities to reduce risks for poor pregnancy and birth outcomes, including premature births, low birth weight births, and infant death.

Focus of Funding:
Proposers should review the Priority Area #1: Health and Development in the 2020 to 2025 First 5 Merced Strategic Plan. Activities in the application must address the following Result, Indicator and Strategy:

2 https://www.cdc.gov/reproductivehealth/maternalinfanthealth/infantmortality.htm
3 https://www.cdc.gov/reproductivehealth/maternalinfanthealth/infantmortality.htm
**Result 1:** Increase the number of parents with access to mental health services, including post-partum support for new mothers.

**Priority Strategy:**
- Identification, assessment and mental health treatment services through Family Resource Centers, prenatal and community health centers and similar community settings.

**Community Level Indicators:** Percent of women reporting post-partum depression

**Target Audience:**
Pregnant women in Merced County should be enrolled in the program as early as possible in their pregnancy, but no later than 30 weeks of pregnancy. Include a focus on hard to reach pregnant woman, those who are not seeking care.

**Requirements:**
Ensuring pregnant women have access to and regular use of quality, culturally responsive health care and related social services can be an important protective factor to their and their child’s overall health. Receiving regular social support, knowledge of healthy behaviors and risk factors, and help with advocacy in navigating critical services also promote a healthier pregnancy and positive birth outcomes.

The Commission is looking for programs that utilize best and promising practices, are located within the community, and work directly in the community to support pregnant African American women. Services at a minimum should address the following four categories and activities:

**Support:**
- Provide services in a one-on-one format that occur on a regular and consistent basis throughout the pregnancy. In the proposal, please indicate the expected frequency of one-on-one meetings, dosage of time for each meeting, and what will generally occur in each meeting. Additional services in a group format may be considered, but should not replace the one-on-one work.
- Services should be easily accessible to the pregnant woman and can occur in their home or community location of their preference. Due to the COVID-19 pandemic, services may also occur virtually to maintain the health and safety of clients and staff. In the proposal please indicate your plan to continue to interact with and support clients in the event of restrictions due to COVID-19.
- Utilize trained peers and community members to mentor and work with the pregnant women. Peer mentors should provide support, decrease stress, and help women feel that their needs and concerns during pregnancy and birth are being heard and considered. These mentors should be individuals who understand the cultural values, beliefs, and practices of the community. The mentors may come from the community itself, and should be trusted conduits of information that act as an important bridge to the community.
- If they do not already have one, connect clients to a medical provider / OB/GYN and help establish a medical home for comprehensive prenatal and postpartum care.
Encourage and support clients in attending all appointments and recommended activities (i.e. lab work, ultrasounds, vitamins, etc)

- Provide doula like services or connection to a doula to women requesting that support to prepare for and participate in the delivery of their baby.
- Enroll clients as early as possible in their pregnancy, but no later than 30 weeks of pregnancy. Support clients through at least the ‘fourth trimester’ (at least three months postpartum).

Education:
- Provide basic health education about pregnancy, healthy habits, risk factors to look for during the perinatal period, and childbirth.
- Provide additional education, where applicable and within the organization’s purview, on additional related topics or those that may be identified in client assessments.

Assessment:
- Individual assessments and on-going case management should occur throughout the pregnancy and in the postpartum period to assess and address physical health, mental health, and related social determinants of health.
- In the proposal, indicate how the information will be collected and used to develop a tailored plan for education and care to improve the well-being of the woman and her child.
- In the proposal, indicate how the program will either provide mental health assessments, or confirm provision of at least one prenatal and postpartum mental health assessment, the test used, and how the results will be used.

Collaboration
- It is assumed that the funded agency will not be able to provide all the services identified as needs through the assessments. The program should collaborate with other local organizations that can provide culturally responsive health and social services. The program will be expected to create partnerships, referral processes, and follow up to ensure client needs are met.

Navigation and Advocacy:
- Provide the client with continued support and help with access to services including, but not limited to: maternal and infant health care, breastfeeding, safe sleep, and maternal mental health support.
- Work with the client and local agencies to reduce barriers to accessing care. For the client, this may include helping clients with setting up appointments, providing reminders of appointments, offering to attend appointments with the client, and more. For providers and agencies, it could include working with them to improve connections to clients. In many ways, the mentor can act as a ‘bridge’ between the client and provider.
- If the client wishes, mentors may advocate for the client during appointments and advocate for culturally responsive care.

**Parameters:**
Amount of Funding Available:
A maximum of $750,000 is available cumulatively over the five-year period. We strongly recommend that an equal budget amount is maintained across all five years as a means to plan for sustainability. Contractors are not allowed to front load costs in year 1 of the budget. Note that consistent services should be provided throughout all five years.

Contract Term: 07/01/20 – 06/30/25

Eligibility to Apply:
1. Public entities, including special or general purpose units of government located in Merced County.
2. Non-profit organizations, including those applying on behalf of a community collaborative.
3. Private businesses with a current business license, complying with all local, State and Federal requirements.
4. Faith-based or religious organizations or groups, although active participation cannot be a prerequisite for individual involvement or participation in funded programs.
5. Funded services must be available and accessible to children ages zero to five and their families, including low-income, diverse populations and residents in the immediate community and geographically diverse areas of the county.

Please note that while partnerships and subcontracts are allowed, organizations cannot apply for the funds and then re-grant the funds to other entities to provide the services.
ATTACHMENT 1
PROPOSAL COVER SHEET & CERTIFICATION FORM

Applicant Agency Name: ____________________________________________________________

Proposed Program Title: __________________________________________________________

Mailing Address: _________________________________________________________________
Street / P.O. Box
City                                      State                                Zip Code

Contact Person: _________________________________________________________________
Name                                                         Title

Telephone                                                  Fax                                                   E-mail

Type of Applicant Agency (Check one):

☐ 501 (c) (3) organization (include copy of tax exempt status documentation)
☐ Governmental Unit
☐ Business License holder (include copy of Business License)
☐ Permit/License holder (include copy of Permit/License)

Federal/Tax ID No. ____________________________________________________________

Proposed Program Goal(s):
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Description of service population to be served:
________________________________________________________________________

Proposed number of clients (or other service population type) the program will serve:
________________________________________________________________________
Annual Agency Budget: _________________________________

Total Budget Request: _________________________________

Year 1 (July 1, 2020 – June 30, 2021) = ____________________

Year 2 (July 1, 2021 – June 30, 2022) = ____________________

Year 3 (July 1, 2022 – June 30, 2023) = ____________________

Year 4 (July 1, 2023 – June 30, 2024) = ____________________

Year 5 (July 1, 2024 – June 30, 2025) = ____________________

To the best of my knowledge, I certify that the information provided within this application is true and correct. By signing below, I agree and attest to the following:

A. I have reviewed the Contracting Requirements Section of the Request for Proposals, including contract requirements for insurance and other applicable rules. I understand that selection of an applicant for funding does not constitute a contract, and the contract to be developed will not be binding on either the Commission or the applicant until executed by each.

B. I understand that in developing contract terms and negotiating a County Contract Agreement, certain informational meetings, orientations, and trainings may be required for successful applicants prior to contract execution.

C. I certify that all Proposition 10 funds will be used only to supplement existing levels of service and not to fund existing levels of service. No moneys shall be used to supplant state or local general fund money for any purpose, pursuant to Revenue and Taxation Code section 30131.4.  
   (Revenue and Taxation Code section 30131.4 identifies the specific manner in which moneys raised by the Children and Families Act of 1998 shall be appropriated and expended. Section 30131.4 not only requires that expenditures must be for the purposes expressed in the Act, but such moneys “shall be used only to supplement existing levels of services and not to fund existing levels of services. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose.” All moneys raised pursuant to the Act shall be appropriated and expended only to supplement (add to or augment) existing levels of services. In contrast, the Act specifically prohibits appropriation and expenditures of such moneys to supplant (replace) state or local General fund money. Further, moneys are prohibited to be used to fund any existing levels of service.)

D. I certify that all Proposition 10 funds received will be used solely for the benefit of, and/or services to, children 0-5 years of age and their families.

______________________________________________
Typed Name and Title of Individual

______________________________________________
Authorized Signature

______________________________________________
Date

Authorized to sign Contract
ATTACHMENT B
Proposal Narrative

The proposal narrative is the core component of the proposal where you summarize the key activities and services of your proposal. Carefully review the RFP Specifications Sheet to ensure that you are meeting all of the requirements listed. Respond to the questions in this Attachment to complete the proposal narrative. Remember, the narrative is limited to 20 pages total (10 double-sided pages), written in 12-point Arial font, 1.5 spacing, and 1-inch margins. Complete your proposal narrative in the following order, and please label your responses to the questions with the following headings:

PART 1 – Organization Overview

Description of the Organization(s)

1. Provide a brief background of the lead organization. Please indicate:
   - Your organization’s role in the proposed program; and
   - If there will be a separate organization (other than the one overseeing the program) that is acting as the fiscal agent, please provide an overview of that organization. What is the relationship between the fiscal agent and the organization implementing the program? Why does the organization have the capacity and qualifications to act as the fiscal agent?

2. Provide a brief background of your organization’s relevant experience. Please indicate:
   - The types of services your organization provides and to whom.
   - Your organization’s experience serving children ages 0-5 and their families.
   - Your organization’s experience providing health and social services.
   - Your organization’s existing relationship with the target community.

3. Place a copy of the organizational chart, including staff names and functions in the Appendices Section.

PART 2 – Description of the Program

Scope of Work Narrative

The Scope of Work Narrative should reflect a summary of the core information contained in the Scope of Work form (Attachment C in Supplement). Your Scope of Work Narrative is included in the 20-page limit, should reflect the requirements of the RFP Specifications Sheet, and must address the following topics: target population, outreach, program structure, client management
and retention, staffing, and collaborative partners. Carefully review the bullet points for specific questions to be addressed in each section.

**Target Population for Services:**

4. Describe who will be targeted by this program. Please indicate:
   - Why have you selected the targeted community(ies)? How does this fit within the requirements of the RFP Specifications Sheet? Your response to this question should be as specific as possible, and should be broken down by the community(ies) to be served (i.e. neighborhood, zip code) and demographic identifiers (i.e. ethnic/language group) as applicable.
   - Please complete the table below to indicate the number of people the program expects to serve over the five-year period.

<table>
<thead>
<tr>
<th>Proposed Target Population</th>
<th># of Parents &amp; Caregivers</th>
<th># of Children ages 0-5</th>
<th># of Providers</th>
<th>Total</th>
</tr>
</thead>
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**Program Structure:**

5. Describe the core elements and functions of your program:
   - What best or promising practice will the program use? Why will the program work for the target population?
   - What are the inequities for the target population and how will the program reduce those inequities?
   - What are the core activities and services the program will provide to meet the requirements of the RFPA Specifications Sheet? Be sure to describe the type, frequency, and dosage of activities where applicable, and include where these services will take place.
   - How will your program reduce barriers to access and increase utilization of services, particularly for under-served/isolated communities (e.g. hours of operation, interpreter services, transportation, and other appropriate actions or activities).
   - The current COVID-19 pandemic has impacted families, organizations, and the way in which they can interact with each other. How will your program serve families while addressing COVID limitations? How will your organization conduct quality assurance activities based on these COVID limitations to monitor program progress and consistency across service delivery?
   - If a similar program is already in existence within your organization, how will the Commission funds be utilized to significantly expand and enhance the services? Commission funding cannot be utilized to duplicate or supplant existing services and funding.
Outreach:

6. Describe outreach activities that will occur to promote the program:
   • What will your program do to inform the target population about the program and increase the likelihood of participation?
   • How will you augment outreach strategies in response to COVID limitations, if needed?
   • How will your program gather client input (e.g. parents/caregivers involved in the planning, development, and review of program activities) to improve service design and delivery?

Client Management and Retention:

7. Describe how the program will manage and maintain engagement of clients:
   • How will regular assessments on physical health, mental health, and other social determinants of health be utilized to plan care, support, and case management for clients?
   • How do you plan to document client services and follow up with clients to ensure that their needs are met?
   • What strategies will the program utilize to retain clients? If there is a particular or ideal dosage of services a client should complete, how will you help clients complete the entire range of services?

Staffing:

8. Describe the staffing pattern needed to support the oversight and implementation of the proposed program:
   • Please complete the following chart to: identify all staff that will work on this program, estimated time that each staff person will spend on the program, their titles, the key role(s) that each will play, and a summary of their experience that is relevant/necessary for the position. Place resumes (or job descriptions if position is not filled yet) of key program staff in the Appendices Section.

<table>
<thead>
<tr>
<th>Staff Name (or TBD if to be hired)</th>
<th>FTE</th>
<th>Title</th>
<th>Pole/Duties</th>
<th>Experience</th>
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   • Identify the person who will have primary responsibility for coordinating the program and their connection to the program. Discuss this person’s experience in managing similar programs.
How will your agency incorporate on-going mechanisms to increase the cultural responsiveness of staff and the services provided?

**Description of Subcontractors** - A subcontractor includes individuals or organizations, including consultants, who will be paid if this proposal is funded. If you are proposing to work with a subcontractor(s) to provide needed skills or services for this proposed program, explain why it is necessary to contract with a subcontractor and what their role in the program will be. Also, address the key staff qualifications of subcontractor(s). Place resumes or other data reflecting qualifications in the Appendices Section.

**Scope of Work (Attachment C)**
Please complete the scope of work chart for each fiscal year in Attachment C to provide a snapshot of your proposed core activities and service targets. This scope of work chart in Attachment C is not counted as a part of the 20-page limit. Please attach the scope of work to your proposal, and email it to the Program Planner assigned to the RFP.

**PART 3 – Collaboration**

**Description of Collaborative Partners**
Collaborative partners are individuals or organizations that will assist with and support your program. They will not be paid if this proposal is funded.

9. If collaborative partners are proposed, describe their relevant experience, strengths, and the contributions they bring to the proposed program. Provide information on the roles and responsibilities of the collaborating partners.

Place Letters of Commitment or Memorandums of Understanding from each subcontractor and each collaborative partner involved in this effort, signed by the organization’s authorized designee, after the Appendices Section. Each letter must include evidence of the tangible, specific commitments for persons, time, and resources (services and/or supplies) for carrying out the program.

**Required Commission Collaborations:**

In addition, please note that the following are community collaborative efforts and issues that First 5 Merced will require programs to participate in, if funded. They are:

- **Help Me Grow (HMG)** - HMG is a centralized information and referral system that connects children ages 0-5 to developmental/behavioral assessments in order to identify issues as early as possible. Children with atypical assessments will be linked to early intervention programs and services. In your narrative, describe how your agency will collaborate with community partners on the referral and data collection process.

- **Adverse Childhood Experiences (ACEs) Aware** – ACEs and toxic stress represent a public health crisis. Cumulative adversity, especially when experienced during childhood development, is a root cause to some of the most harmful,
persistent, and expensive health challenges facing the state and the nation. The COMMISSION recognizes the effect of trauma on child outcomes and the need to be responsive at all levels of service provision, including actively promoting Positive Childhood Experiences (PCEs) to prevent or reduce ACEs. A collaborative, called ACEs Merced

- **Home Visitation Collaborative** – Merced County is fortunate to have a variety of resources to support families with young children, including home visitation and many other health and social service programs. However, a common challenge for providers is knowing who to refer to and helping families efficiently navigate those referrals. The Home Visiting Collaborative is an opportunity for agencies to come together to create referral partnerships, streamline and maximize our efforts.

10. In your proposal narrative, please indicate the following:
   - What referral processes to HMG will you put in place? If your program will be conducting developmental/behavioral assessments with clients, including the ASQ or ASQ-SE, how will your program regularly share assessment data with HMG?
   - The Commission aims to support funded partners with becoming trauma informed organizations. Learning about ACEs, shifting practices, building capacity of staff, and building partnerships is key. How will your organization work towards becoming trauma informed?
   - Addressing the many factors that can impact a family, such as the social determinants of health, can support their overall well-being and success in your program. This requires connecting families to other resources in the community, such as those that will be part of the Home Visitation Collaborative. Please identify a key staff person, with decision-making abilities for the organization, who will regularly attend the Home Visitation Collaborative meetings. How will your organization build referral partnerships with other organizations serving families?
   - If not already addressed in other sections of the narrative, what steps will your program take to proactively address racial inequities and cultural responsiveness? Please identify a key staff person, with decision-making abilities for the organization, who will participate in discussions with the Commission on this issue and initiate steps at your organization.

**PART 4 – Program Evaluation**

The Commission utilizes a Results Based Accountability evaluation plan. It is expected that contractors will collaborate with Commission staff and will participate in its evaluation to demonstrate outcomes.

11. Who will oversee program evaluation activities? What are the individual’s relevant qualifications?
12. How will the program ensure that staff are adequately trained in data collection and data entry? What quality assurance measures will be taken to ensure clean data? Please note that if funded, your organization will be required to enter data in to a Commission approved data system.

13. Indicate if your organization has an existing mechanism for collecting and reporting data. What type of data does the system provide and how is it used?

PART 5 – Leveraging Resources and Sustainability

During this funding cycle, contractors will be required to develop and/or update a written Sustainability Plan, complete periodic questionnaires and reports, submit supporting documentation for matching funds and in-kind services, and comply with other monitoring requests. The Commission will continue to support and offer technical assistance and capacity building strategies to this end.

The requirement of a written Sustainability Plan will have the goal of replacing Commission funding via a cash match, in-kind match, grants, donations, improved efficiencies, partnerships, and other sustaining strategies. By the end of the three-year strategic plan period (June 2024), funded contractors should be able to absorb an assumed 15% reduction in Commission funding and maintain the same level of service.

Ultimately, the Commission desires realistic and attainable plans. Good faith effort and progress is expected and will be monitored regularly. When targets are not being met, program improvement plan(s) or other methods may be employed to support contractors in achieving targets.

With this information in mind, please address the following questions in your proposal narrative:

14. Describe your organization’s sustainability efforts over the past three years. Has your organization been able to leverage partnerships and funding, and if so in what amount?

15. How does your organization intend to participate in the development and/or updating, monitoring, and reporting of a sustainability plan and sustainability activities over the FY 2021-24 period? Indicate which position or staff person will lead sustainability planning for your agency, their core duties, and the amount of time (FTE) to be dedicated to this effort.

16. Provide at least 3-5 realistic strategies your organization will implement between FY 2020-2025 to replace at least 15% of Commission funding and sustain core services in the 2020 funding cycle.
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Complete this Budget Justification together with the Proposed Budget. The Budget Justification MUST have the same (matching) figures from the Program Total column from the Proposed Budget. That is, insert on this justification form the line item totals requested for all years of requested funding for your project.

For each line item, provide sufficient detail to clearly explain how the proposed funds will be utilized for each line item, and the basis upon which the line item totals are derived. Explain any year-to-year changes, if applicable. Use the Budget Definitions List provided at the end of this document for explanations of line item content.

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<tr>
<th>BUDGET JUSTIFICATION FORM</th>
<th>FY 20/21</th>
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<tr>
<td>Salaries/Wages (include detailed description of all personnel in budget justification)</td>
<td>This line item must identify each position/classification, salary range, and percent of time (i.e., FTE) to be funded under this grant.</td>
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<td>Benefits</td>
<td>Express the benefits as a percentage of the aggregate salaries. Benefits cannot exceed those already established by the applicant prior to the award of the grant. Employer contributions or expenses for social security, life and health insurance plans, unemployment insurance, liability insurance and/or pension plans are allowable items.</td>
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<td>Rent / Space</td>
<td>The costs of office rental/lease must be identified according to the total square feet, the cost per square foot, and the percentage of time being used for the proposed activities.</td>
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<td>Utilities</td>
<td>Costs associated with power, heat, air conditioning, water, garbage and sewer services.</td>
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<tr>
<td>Office Expenses</td>
<td>Costs associated with office supplies, postage, copying, printing, etc., that are general to the operation of the program.</td>
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<td>Travel and Training</td>
<td>Travel or training related to the administration of the project must be identified, as related to staff specific activities.</td>
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<td>Audit Costs</td>
<td>Costs for obtaining a financial audit can be included in the budget; an independent financial audit of the project/organization must be obtained on an annual basis. Proposed audit costs requested of First 5 must be generally proportionate to the size of the proposed program compared to the overall agency budget.</td>
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<td>Communications</td>
<td>Costs for telephone/fax line services, pages, cellular phones, internet access, etc.</td>
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<tr>
<td>Other Expenses (describe)</td>
<td>Costs that are not general operating or program costs, but are related to program operations. Include itemized list and costs in explanation. Examples include purchase of equipment and insurance. Note: Equipment purchases used solely for program activities are allowable if essential to the implementation and operation of the program.</td>
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<td>Program Expenses (describe)</td>
<td>Costs that are essential to the provision of program services. Include itemized list and costs in explanation. Examples include purchase of program and outreach materials and incentives.</td>
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<td>Indirect Costs</td>
<td>Identify the percent and amount of the indirect costs, as a percent of salaries/wages (total personnel, less fringe benefits). The maximum allowable indirect rate is 10 percent of salaries/wages.</td>
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<td>Sub-Contractors</td>
<td>Subcontract services are those services provided on a contractual basis by individuals or organizations that are not employees of the applicant. List each specific subcontractor and the proposed subcontract amounts. .</td>
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<td>External/In-kind Funds</td>
<td>Identify any external or in-kind funds that will be used toward this program. Include amount and description of source. (Optional)</td>
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ATTACHMENT E  
Non-Supplantation Certification

CONTRACTOR hereby certifies that:

a) Any and all funds received from the First 5 Sacramento Commission will be used exclusively to develop new projects, expand existing programs and/or services or to enhance existing programs and services for children who are 0-5 years of age.

b) CONTRACTOR has not, and will not in the future, utilize such funds to supplant State/local general funds, State Categorical funds, Federal or grant funds.

c) To the extent that CONTRACTOR utilizes funds received from the First 5 Sacramento Commission to replace state or federal categorical funds, CONTRACTOR can demonstrate, upon request by the COMMISSION, that such state or federal categorical funds have been used to increase the level of services provided to children 0-5 years of age.

d) Any funds received by CONTRACTOR under its agreement with the COMMISSION on for prior years have been used consistent with subsections (a)-(c) of this Certification.

NOTE: Failure to comply with the anti-supplantation requirements stated in this Certification, the Agreement with the COMMISSION and/or Revenue and Taxation Code Section 30131.4 shall constitute breach of any agreement with COMMISSION which shall result in termination of such agreement. If the COMMISSION determines that supplantation has occurred, CONTRACTOR shall also be required in accordance with the terms of the Agreement with the COMMISSION to reimburse the COMMISSION for all funds that were used in violation of this Certification, the Agreement with the COMMISSION, and/or Revenue and Taxation Code Section 30131.4.
ATTACHMENT F
Anti-Tobacco Policy

First 5 Merced Commission believes that a comprehensive anti-tobacco policy is consistent with the purpose and intent of the Children and Families Act. Therefore, First 5 Sacramento Commission contractors shall be required to certify that they are in compliance with this Anti-Tobacco Policy prior to receipt of funds.

Contractors/funded programs shall comply with the following policy provisions:

1. Dissemination of Smoking Cessation and Tobacco Related Health Information:
   • Contractor shall provide to staff, parents and/or clients:
     a. Information about smoking cessation and support programs;
     b. Information and materials about secondhand smoke and children.
   • The contractor shall encourage families with small children to not allow smoking in their homes and cars whenever and wherever children are present, including outdoors.
   • Informational materials shall be available at no cost to the contractor.

2. Tobacco Use in the Workplace:
   • All contractor worksites must be in compliance with section 6404.5 of the California Smoke-Free Labor Law (AB 13):
     “No employer shall knowingly or intentionally permit, and no person shall engage in, the smoking of tobacco products in an enclosed space at a place of employment.”
   • Contractors/funded programs shall prohibit the use of any tobacco product at any time in contractor owned vehicles, buildings, and within twenty (20) feet of building entryways or windows.
   • Contractors who rent or lease facilities shall be required to request that their landlord impose smoking restrictions in compliance with this policy.

3. Tobacco Industry Funding:
   • Contractors receiving funds from the tobacco industry are not eligible to receive funds from First 5 Sacramento Commission.

**Note:** For the purpose of this policy, the term “tobacco industry” is defined as any entity directly involved in the manufacturing or production of any tobacco product. Additionally this policy does not apply to funding sources such as the Tobacco Litigation Settlement Funds.

**Policy Waivers:** A Contractor/funded program may request a waiver from a provision of this policy providing that:
1. The request is submitted in writing to the Commission’s Executive Director, or Designee;

2. Contractor/Funded program can establish to the satisfaction of the Commission’s Executive Director, that compliance with a provision of this policy would negatively impact the contractor’s ability achieve program outcomes.

CERTIFICATION

I, the official named below, hereby declare that _______________________________

Organization Name

is or will be in compliance with the provisions of this anti-tobacco policy and that I am duly authorized legally to bind _______________________________

Organization Name
to the above described certification. I declare under penalty of perjury that the foregoing is true and correct.

Signed this day of ___________, 20__, in _________________, Sacramento County, California.

______________________________
Signature

______________________________
Printed Name / Title
THIS AGREEMENT is made and entered into this__________, by and between the County of Merced, a political subdivision of the State of California (hereinafter referred to as “COUNTY”) on behalf of First 5 Merced County, established pursuant to County Ordinance 1747 in compliance with the Children and Families First Act of 1998 (hereinafter referred to as COMMISSION) and ________________________, ______________________ (hereinafter referred to as CONTRACTOR).

WHEREAS, COMMISSION has received funds under the Children and Families First Act of 1998 (Proposition 10) to enhance and improve early childhood development for children age 0 through 5 and their families, within Merced County, and

WHEREAS, COMMISSION has adopted a Strategic Plan to implement services and programs to achieve the intent of the Act, and

WHEREAS, the Strategic Plan provides for procurement processes for the COMMISSION to select projects for funding to achieve desired services and programs, and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform such services, and

WHEREAS, COMMISSION utilizes relevant administrative structure, policies and procedures of the County to distribute those funds, and

WHEREAS, CONTRACTOR submitted a proposal (Agency, Program Name) which COMMISSION has determined is in support of the furtherance of the intentions of the Strategic Plan and the Act and warrants funding.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. **GENERAL**

   CONTRACTOR shall provide such services in a good and professional manner in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this agreement or modified herein:
CONTRACTOR warrants it has the expertise, appropriate licenses, support staff and facilities necessary to provide the services described in this Agreement.

2. **SCOPE OF WORK**

Services to be provided under this agreement by CONTRACTOR shall include all necessary services to fulfill the SCOPE OF WORK, Exhibit A, as set forth herein, and made part of this agreement. CONTRACTOR shall perform all such services as an independent CONTRACTOR; not as an agent or employee of the COUNTY.

CONTRACTOR shall conduct the approved project as stated in Exhibits A, B, and C.

3. **TERM**

The term of this agreement shall commence on the __________, and end the ________________, unless sooner terminated in accordance with Sections TERMINATION FOR CONVENIENCE, TERMINATION FOR CAUSE, and/or CONDITION SUBSEQUENT / NON-APPROPRIATION OF FUNDING as specified elsewhere in this agreement.

4. **COMPENSATION**

In consideration of CONTRACTOR performing such work as set forth under Section 2: SCOPE OF WORK, COMMISSION shall, through the County Auditor-Controller, pay CONTRACTOR for actual project expenses in accordance with the categories and amounts established in the line item budget attached as Exhibit B budget.

In no event shall the total payments exceed ___________ for the entirety of the contract term.

Additionally, unless otherwise modified as allowed under the terms of this Agreement, in no event shall the payments for any fiscal year within the contract term (if applicable) exceed the amounts as shown in Exhibit B, Budget, and below:

- Fiscal year 2020/2021: ________________
- Fiscal year 2021/2022: ________________

No other expenses shall be paid to CONTRACTOR without formal approval by the COMMISSION and amendment of this agreement.

CONTRACTOR may request revisions in the line item budget for the project as included in Exhibit B, Budget during the term of this agreement in accordance with
COMMISSION’S budget revision procedures.

Indirect costs cannot exceed ten percent (10%) of personnel costs less fringe benefits.

If any funds have not been completely expended as approved, or otherwise modified and subsequently approved, at the end of any fiscal year within the term as described in Exhibit B, Budget, or at the end of the term of this agreement, CONTRACTOR shall return such funds to the COMMISSION.

CONTRACTOR warrants that no employee, volunteer, agent or independent subcontractor of CONTRACTOR who has been convicted of a felony or against whom a civil judgment has been entered based upon misappropriation of funds or similar action shall have authority or discretion in any way relating to funding provided to CONTRACTOR by COMMISSION such to be able to control disbursements/withdrawals of said funds.

CONTRACTOR warrants that all employees and volunteers, and employees and volunteers of agents or subcontractors of CONTRACTOR, who will have direct contact with service recipients in the course of providing services outlined in the Scope of Work, shall have finger print clearance through an entity determined by COMMISSION, prior to direct contact with service recipients. Documentation demonstrating this clearance shall be kept on file for examination by COMMISSION at its discretion.

5. TERMS OF PAYMENT

Payment for project expenses and satisfactory performance of such services set forth in Section 2: SCOPE OF WORK of this agreement shall be made in the following manner:

CONTRACTOR shall submit invoices, using Exhibit D, Invoice Form, on a quarterly basis, unless otherwise directed on an alternative schedule, for reimbursement of actual project expenses incurred during the previous period.

Invoices required quarterly are to be submitted by the following dates each fiscal year:

    October 31 for program expenses from July 1 – September 30
    January 31 for program expenses from October 1 – December 31
    April 30 for program expenses from January 1 – March 31
    July 31 for program expenses from April 1 – June 30

Invoices are to be accompanied by all required supporting documentation necessary to demonstrate that expenses incurred are consistent with the approved budget and budget narrative in this agreement.

CONTRACTOR may receive an advanced payment of funds provided for under the Compensation section of this Agreement when deemed to be in the interests of furthering the aims of the COMMISSION’s strategic plan and subsequent to
COMMISSION’S approval.

In order to be considered complete for processing for payment, invoices shall be prepared in accordance with Exhibit D, Invoice Form.

The COMMISSION may request any additional information or supporting data as deemed necessary for COMMISSION to properly evaluate or process CONTRACTOR’S invoice.

Upon approval by COMMISSION, the sum due hereunder shall be paid to CONTRACTOR through the disbursement process of the COUNTY in a timely manner. Payments will be held if CONTRACTOR is delinquent with any required reports or other submission requirements under this agreement.

Failure to comply with invoice submission and all related submittal requirements may result in the assessment of a late fee that reduces the amount of payment due to CONTRACTOR, per the COMMISSION’S procedures for late submission penalties.

Address for the purpose of remitting payment is as follows:

<table>
<thead>
<tr>
<th>Agency name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City, State, Zip code</td>
</tr>
<tr>
<td>First and Last Name, Title</td>
</tr>
</tbody>
</table>

If no expenses are incurred by CONTRACTOR in any reporting period, CONTRACTOR shall submit a letter to COMMISSION by the invoice submission deadlines, stating such.

6. NON-SUPPLANTATION

CONTRACTOR shall abide by the intent of the California Children and Families Act of 1998, and Section 30131.4 of the Revenue and Taxation Code which states: “All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of service and not to fund existing levels of service.”

CONTRACTOR warrants that no funds provided by COMMISSION shall be used to supplant existing funds from any source for any purpose.

7. SERVICES FOR CHILDREN AGE 0-5 YEARS AND THEIR FAMILIES

CONTRACTOR shall abide by the intent of the California Children and Families Act of 1998, and Section 130100 of the Health and Safety Code, which states the program is created for the “purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. Funds provided under this agreement shall be used solely for the benefit of, and/or
services to, children 0-5 and their families.

8. **EVALUATION AND MONITORING**

Services provided by CONTRACTOR shall be evaluated. CONTRACTOR shall submit evaluation data and related reports, and otherwise participate in the First 5 evaluation, using approved evaluation methods.

Required evaluation data shall be submitted on a regular basis as determined by the First 5 evaluation requirements.

Services provided by CONTRACTOR shall be monitored through quarterly, or as COMMISSION requires, program progress reporting and site visits.

Program progress reporting will be required on a regular basis to ensure compliance with contractual obligations.

At least once per year, the COMMISSION shall conduct a site visit as part of this monitoring process. Unless exercised sooner in accordance with Section 21: RECORDS AND INSPECTION, the COMMISSION may include the examination and auditing of records relating to program services during site visits.

Any deficiencies noted in the provision of services may be addressed by COMMISSION through a corrective action plan in order to remedy any identified deficiency(-ies).

Payments will be held if CONTRACTOR is delinquent with any required reports or submission requirements under this agreement or otherwise fails to address any deficiencies noted in the provision of services.

9. **TOBACCO & NUTRITION**

During the term of this agreement, CONTRACTOR agrees to:

Maintain a tobacco free environment on CONTRACTOR’S property including inside agency buildings and vehicles, and outside of building entrances within 15 feet of facilities or 25 feet of children’s play areas, and as otherwise required by law.

Provide referral information to staff and/or clients on smoking cessation and support programs, and the dangers of second hand smoke, as applicable.

If CONTRACTOR is a family day care provider, CONTRACTOR acknowledges that smoking in a private residence during the hours of operation as a licensed family day care home is prohibited by California law.

If CONTRACTOR is a licensed childcare center, CONTRACTOR acknowledges that smoking on the premises is prohibited by California law.

Provide healthy food and snack options when meals or foods are provided during
the course of implementing the Scope of Work, per the approved budget, Exhibit B.

10. **AUDITS & REPORTS**

    Annually, CONTRACTOR shall be responsible for the procurement and performance of an independent fiscal and compliance audit. Any audit undertaken must be performed in accordance with the following standards: Generally Accepted Auditing Standards, Governmental Auditing Standards, and OMB Circular A-133.

    CONTRACTOR shall submit to COMMISSION within one hundred twenty (120) days of CONTRACTOR'S fiscal year-end the completed audit for the prior year.

    An audit of a public agency, when performed pursuant to state law, will meet the requirements of this section.

    COMMISSION reserves the right to require a program specific audit at COMMISSION'S discretion.

    COMMISSION may request additional reports as deemed necessary or as required by the California State Children and Families Commission.

11. **TERMINATION FOR CONVENIENCE**

    This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COMMISSION at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

    Upon effective date of termination, COMMISSION shall have no further liability to CONTRACTOR except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COMMISSION. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

12. **TERMINATION FOR CAUSE**

    The COMMISSION may terminate this Agreement for and be relieved of making any payments to CONTRACTOR, and all duties to contractor should the CONTRACTOR fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COMMISSION may proceed with the work in any manner deemed proper by the COMMISSION. All costs to the COMMISSION shall be deducted from any sum otherwise due the contractor and the balance, if any, shall be paid to the CONTRACTOR upon demand. Such remedy is in addition to such other remedies as may be available to the COMMISSION provided by law.

13. **CONDITION SUBSEQUENT / NON-APPROPRIATION OF FUNDING**
The compensation paid to CONTRACTOR pursuant to this Agreement is based on COMMISSION’S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, COMMISSION, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation and/or continued retention of the necessary funds. In the event that funding is terminated and/or previously approved funds are de-appropriated or otherwise recaptured by the original funding entity, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COMMISSION arising from this Agreement shall be immediately discharged. COMMISSION agrees to inform CONTRACTOR no later than ten (10) calendar days after the COMMISSION determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COMMISSION prior to the final date for which funding is available. In the alternative, COMMISSION and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party’s rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COMMISSION may, if funding is provided to the COMMISSION in the form of promises to pay at a later date, whether referred to as “government warrants,” “IOUs,” or by any other name, the COMMISSION may, in its sole discretion, provide similar promises to pay to the CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash funding becomes available.

14. ASSESSMENT FOR LEVERAGING FUNDING

CONTRACTOR agrees to partner with COMMISSION in participating in necessary activities to assess opportunities for, and leverage external funding from, non-First 5 funding sources, as may be available for services described in CONTRACTOR’S Scope of Work.

15. EXTENSION OF CONTRACT

In the event the CONTRACTOR offers to supply their service for the same price as awarded from the result of this proposal for any succeeding period, or in the event the CONTRACTOR is willing to negotiate any justifiable price increase at the time of any succeeding Contract renewal period, if applicable, and it would be economical and in the best interest of COMMISSION, and provided the services have been to the satisfaction of COMMISSION, COMMISSION reserves the right to extend any Contract resulting from this proposal on a term-by-term basis to the CONTRACTOR awarded the Contract.

16. MODIFICATION OF AGREEMENT
Notwithstanding any of the provisions of this agreement, the parties hereafter, by mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law and which are signed by both parties. For any proposed revisions, CONTRACTOR shall submit a revised Scope of Work, Budget and/or Budget Narrative, for review and action by COMMISSION and/or COMMISSION Executive Director, per COMMISSION’S contract revision processes. In the event of any proposed modifications to CONTRACTOR’S budget, a budget revision must be approved prior to the expenditure of any funds in excess of prior-approved amounts.

17. **DURABLE EQUIPMENT**

Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expenses pursuant to the budget document attached as Exhibit B, having a useful life of three (3) years or greater or a value in excess of Five Thousand Dollars ($5,000.00), shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the COMMISSION at the termination of this Agreement unless the COMMISSION, at its sole discretion, makes an alternative disposition.

18. **CHANGES IN CONDITION**

CONTRACTOR agrees to provide written notice within 14 calendar days to the COMMISSION if significant changes or events occur during the term of this agreement which could potentially impact CONTRACTOR’S progress toward, or completion of, the Scope of Work, including, but not limited to changes in CONTRACTOR’S management personnel, loss of funding, or revocation of the CONTRACTOR’S tax-exempt status, business license or permit.

19. **ATTRIBUTION**

CONTRACTOR will ensure that all publications, including but not limited to media activities, posters, conferences, brochures, etc., that are used in the approved project shall include a statement that the project is funded by “FIRST 5 Merced County” with the official COMMISSION logo. (Official logo shall be provided CONTRACTOR for such use.) The cost for any materials not meeting the above provisions may not be reimbursed under this Agreement at the sole discretion of COMMISSION.

CONTRACTOR shall be required on occasion to disseminate COMMISSION materials on various issues to further the objectives of COMMISSION’S Strategic Plan. Such materials will be provided to CONTRACTOR with reasonable notice and instructions for dissemination.

20. **PROGRAM INCOME**
In the event that any funds provided under this agreement result in program income for CONTRACTOR (i.e., funds received from third party payor sources of any nature), COMMISSION may off-set future disbursements to CONTRACTOR in an amount up to the program income amount, at the COMMISSION’S sole discretion. CONTRACTOR shall notify and receive COMMISSION approval, prior to incurring any expenses of COMMISSION funds that may result in the earning of program income that COMMISSION may deduct from future disbursements.

21. **INSURANCE**

CONTRACTOR shall purchase and maintain the following type of insurance for minimum limits indicated during the term of this agreement and provide Certificates of Insurance evidencing such coverage to the COMMISSION Attn: Certificates of Insurance, 260 E. 15th Street, Merced, California 95341. Certificates of Insurance shall be submitted to the COMMISSION within the first 90 calendar days of the contract term.

1. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers’ Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer’s subrogation rights against the County.

(Note to Buyer – Waiver of auto & workers comp insurance “Use this clause only when appropriate to SCOPE OF WORK. If in doubt, coordinate with Risk Management”).

4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.

(Note to preparer of this agreement: Professional Liability, as indicated below should, only be inserted when contracting for clinical, medical, health, accounting, legal, insurance, advertising, architectural/engineering, or computer programming services.)

5. Professional Liability: $1,000,000 limit per occurrence and $5,000,000
annual aggregate limit covering Contractors wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

Insurance Conditions

Insurance is to be placed with admitted insurers rated by A.M. Best Co. As A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the COUNTY Risk Manager.

Each of the above required policies shall be endorsed to provide the COUNTY and the COMMISSION with 30 days prior written notice of cancellation. Neither the County nor the COMMISSION is liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this agreement.

22. **INDEMNIFICATION**

CONTRACTOR has the contracted duty (hereinafter “the duty”) to indemnify, defend and hold harmless COMMISSION, its governing board, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney’s fees, costs, experts’ fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONTRACTOR.

CONTRACTOR’S liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the CONTRACTOR, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COMMISSION. This duty shall arise at the first claim or allegation of liability against COMMISSION. CONTRACTOR will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted.

23. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR is an independent CONTRACTOR in the performance of the work duties and obligations devolving upon CONTRACTOR under this agreement. COUNTY and/or COMMISSION shall neither have, nor exercise any control or direction over the methods by which CONTRACTOR shall perform his professional work and functions. The sole interest and responsibility of the COUNTY and the COMMISSION is to assure that the services covered by this agreement shall be performed and rendered in a
competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and CONTRACTOR shall hold COUNTY and COMMISSION harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers compensation, unemployment insurance, social security, income tax, other statutes or codes applying to CONTRACTOR, or its sub-CONTRACTORS and employees, if any.

It is mutually agreed and understood that CONTRACTOR, its sub-CONTRACTORS and employees, if any, shall have no claim under this agreement or otherwise against the COUNTY or the COMMISSION for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

24. RECORDS AND INSPECTIONS

CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this agreement. To the extent permitted by law, the COUNTY and/or the COMMISSION shall have free access at all proper times or until the expiration of seven (7) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, premises, procedures, and activities pertaining to this agreement.

25. QUALITY OF SERVICE

CONTRACTOR shall comply with all applicable Federal, State and local laws, ordinances, codes and regulations in performing its services. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its reports, and other related items or services.

26. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the COUNTY and/or the COMMISSION as provided in this agreement are expressly conditioned upon the CONTRACTORS compliance with the provisions of the contract to the personal satisfaction of the COMMISSION and the COMMISSION shall determine compliance in good faith and as a reasonable person would under the circumstances.

27. COMPLETENESS OF AGREEMENT

This agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the agreement or any part thereof shall have any validity or bind any of the parties hereto.
28. COUNTY NOT OBLIGATED TO THIRD PARTIES

Neither the COUNTY nor the COMMISSION shall be obligated or liable hereunder to any party other than CONTRACTOR.

29. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The CONTRACTOR, the COUNTY and the COMMISSION agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, lobbying, and all other matters applicable to the CONTRACTOR, COUNTY and the COMMISSION, their sub-grantees, CONTRACTORS, or subcontractor and their work.

30. COUNTY’S AND COMMISSION’S RIGHTS NOT WAIVED BY PAYMENTS

In no event shall the making, by the COMMISSION, of any payment to CONTRACTOR constitute, or be construed as, a waiver by the COMMISSION or the County of any breach of covenant, or any default which may then exist, on the part of the CONTRACTOR, and the making of any such payment by the COMMISSION while any such breach or default shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under the agreement.

31. SUBCONTRACTS

CONTRACTOR assumes full responsibility for all services and activities covered by this Agreement, whether or not directly provided by CONTRACTOR. CONTRACTOR shall be considered the sole point of contact regarding contractual matters, including payment of any and all charges resulting from this Agreement.

If CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services covered by this Agreement, any such subcontract in excess of $5,000 shall be in writing, containing a proposed Scope of Work and Budget, and be subject to the review and action by COMMISSION prior to approval and execution.

COMMISSION shall have the right to reject any such proposed subcontract. Any such subcontract, together with all other activities by or caused by CONTRACTOR, shall not require compensation greater than the approved total program budget as set forth in Attachment B to this Agreement.

CONTRACTOR shall be responsible to COMMISSION for the proper performance of any subcontract.

Subcontractors shall be subject to the same terms, conditions, data collection, and other reporting requirements, that CONTRACTOR is subject to under this
32. **PERSONNEL**

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. All of the services required hereunder will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONTRACTOR’S personnel are expressly agreed to be the employees of the CONTRACTOR and not the employees of the COUNTY.

33. **NOTICES**

All notices, requests, demands or other communications under this agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

1) Personal delivery. When personally delivered to the recipient. Notice is effective upon delivery.

2) First class mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

3) Certified mail. When mailed certified mail, return receipt requested. Notice is effective upon receipt, if delivery is confirmed by a return receipt.

4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the senders account. Notice is effective on delivery, if delivery is confirmed by the delivery service.

5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purposes of giving notice are as follows:

**COMMISSION**
First 5 Merced County
260 E. 15th Street
Merced, CA  95341
Attn:  Executive Director

**CONTRACTOR**
Agency name
Address
City, State, Zip code
First and Last Name, Title

b) Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission by the party to be notified shall be deemed effective
as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery services.

c) Any party may changes its address or fax number by giving the other party notice of the change in any manner permitted by this agreement.

34. **APPLICABLE LAW**

All parties agree that this agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties to this agreement are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this agreement, any dispute concerning any question of fact or law arising under this agreement, which is not disposed of by agreement between the parties shall be decided by a Court of competent jurisdiction of the State of California.

35. **WAIVER**

Both parties reserve the right to waive any breach of this agreement and no waiver of any breach, failure of any term or any right to remedy contained in or granted by this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. This waiver shall not be construed as a waiver of any subsequent breach or failure of the same term, provision or condition or a waiver of any other term or condition in this agreement. This waiver does not establish or evidence any course of dealing between the parties.

36. **BREACH OF CONTRACT**

Upon breach of the agreement by CONTRACTOR, the COUNTY and the COMMISSION shall have all remedies, both in equity and/or at law, necessary to recover and satisfy CONTRACTOR’S obligation which it failed to provide as prescribed under the agreement.

37. **REMEDY FOR BREACH AND RIGHT TO CURE**

If CONTRACTOR fails to perform any agreement or obligation contained in this agreement, the COMMISSION may itself perform, or cause the performance of, such agreement and obligation. In that event, CONTRACTOR will on demand, fully reimburse the COMMISSION for all such expenditures. Alternatively, the COMMISSION at its option, may deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the COMMISSION by law or as otherwise stated in this agreement.
38. **SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of the agreement shall be binding and in full force and effect and inure to the benefit of the successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

39. **CONFLICT OF INTEREST**

CONTRACTOR warrants and covenants that no official or employee of the COUNTY, or the COMMISSION nor any business entity in which an official of the COUNTY or the COMMISSION has an interest has been employed or retained to solicit or aid in the procuring of the agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the COMMISSION.

40. **EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR shall comply with U.S. Executive Order 11246 entitled, Equal Employment Opportunity as amended by U.S. Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations (41 CFC Chapter 60).

41. **UNRUH CIVIL RIGHTS ACT**

Pursuant to §51.5 of the California Civil Code, CONTRACTOR shall not discriminate or in any way limit access to the business services to be performed under this agreement on the basis of race, creed, religion, color, national origin, sex, disability or medical condition.

42. **SECULAR ACTIVITIES**

CONTRACTOR, in the performance of the services pursuant to this agreement, shall refrain from any religious teaching, instruction, indoctrination, proselytizing, exposure or discussion. All services provided shall be secular and CONTRACTOR shall have the obligation to ensure compliance with this provision by employees or anyone under CONTRACTOR’S control. The failure of CONTRACTOR to comply with this provision shall be deemed a material breach of this agreement.

43. **DRUG-FREE WORK PLACE**

CONTRACTOR shall comply with the provisions for a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988 or as last revised.

44. **CAPTIONS**
The captions of each paragraph in the agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the agreement or in any way affect it.

45. ASSIGNMENT

CONTRACTOR shall not subcontract or consign this agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining written consent by COUNTY and COMMISSION.

46. FEDERAL, STATE, AND LOCAL TAXES

CONTRACTOR shall pay all taxes lawfully imposed upon it with respect to this agreement or any product delivered with respect to this agreement. COUNTY and COMMISSION make no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on CONTRACTOR.

47. SEVERABILITY

If a court or an arbitrator of competent jurisdiction holds any provision of this agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

48. COPIES OF AGREEMENT

This agreement is executed in counterparts, each of which shall be deemed a duplicate original.

COMMISSION

Date:___________ Signature:________________________________________
Scott Waite,
Executive Director, First 5 Merced County

CONTRACTOR

Date:___________ Signature:________________________________________
First and Last name, Title
Agency Name

APPROVED AS TO LEGALITY
LETTER OF INTENT

<table>
<thead>
<tr>
<th>Agency/Organization/Individual Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>E-Mail:</td>
</tr>
<tr>
<td>RFP Title: Prenatal and Postnatal Support Services</td>
</tr>
<tr>
<td>RFP #:</td>
</tr>
<tr>
<td>First 5 Contact: Scott Waite</td>
</tr>
<tr>
<td>Indicate how you plan to submit your proposal (circle): Electronic Mail Hand Delivery</td>
</tr>
</tbody>
</table>

Please provide a brief description of the key activities or services you plan to propose in response to the RFA. Include a list of potential subcontractors. Limit responses to one page.

_____________________________  ______________________
Signature of Authorized Agent    Date

Print Name of Authorized Agent

A signed Letter of Intent must be received by 5:00 p.m. on Monday November 16, 2020 by electronic submission to: Xee Lor. It is the responsibility of the proposer to ensure that the Letter of Intent is received by the deadline. Letters of Intent received after the deadline will not be accepted. Failure to submit a complete Letter of Intent will prevent your proposal from being accepted for consideration.
2020-10-022

Request for Proposals (RFP)
Help Me Grow (HMG)
AGENDA ITEM: Request for Proposals (RFP) for Help Me Grow FY 20/21 to FY 24/25

A. Background/History:
First 5 Merced approved a new Strategic Plan at the June 2020 Commission meeting. The new strategic plan created new funding streams and modified some existing ones. Each year, the Commission approves the funding guidelines and criteria; this allows staff the ability to implement the initiative.

Parent Education Grants

<table>
<thead>
<tr>
<th>Intent:</th>
<th>Funding mechanism for an agency to coordinate and operate a Help Me Grow (HMG) developmental screening and referral system.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max. award:</td>
<td>$300,000.00 per year with up to $1,500,000 over 5 years</td>
</tr>
<tr>
<td>Recipients:</td>
<td>1 qualified applicant</td>
</tr>
<tr>
<td>Cycle(s):</td>
<td>One</td>
</tr>
<tr>
<td>Approval:</td>
<td>Commission action</td>
</tr>
</tbody>
</table>

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:
Commission staff is requesting the Commission review, discuss and approve the release of the Request for Applications (RFA) for Help Me Grow (HMG) funding up to $1,500,000 in FY 20/21 to FY 24/25.

C. Timeframe:
If approved the Request for Applications (RFA) will be published November 2, 2020. Approved projects will be completed by June 30, 2025.

D. Costs:
This Request for Applications (RFA) could allocate up to $1,500,000 over 5 years.

E. Staff Recommendation:
Commission staff recommending the Commission approve the release of the Help Me Grow (HMG) Request for Applications(RFA) for FY 20/21 to FY 24/25.

F. Attachments:
- First 5 Merced Help Me Grow (HMG) Request for Applications FY 20/21 to FY 24/25
REQUEST FOR APPLICATIONS

Developmental Screening and Centralized Referrals
(July 1, 2020 through June 30, 2025)

October 2020
# TABLE OF CONTENTS

Timeline for Request for Applications .................................................. 3

1. Section 1: Intent of the Request for Applications (RFA) .................. 6

2. Section 2: Service Populations and Interventions ......................... 8

3. Section 3: Information to Applicants ............................................. 9

4. Section 4: Application Instructions and Content Requirements ......... 13

5. Section 5: Basis of Awards, Selection Process and Evaluation Criteria 18

6. Section 6: Contracting Requirements ........................................... 22

7. Section 7: Contact Information .................................................... 23

## Attachments

Attachment A – Application Cover Sheet and Certification Form
Attachment B – Proposal Narrative
Attachment C – Scope of Work
Attachment D – Budget and Budget Justification Form
Attachment E – Non-Supplantation Certification
Attachment F – Anti-Tobacco Policy
Attachment G – General Terms and Conditions for First 5 Contractors
Attachment H – Letter of Intent
## TIMELINE FOR REQUEST FOR APPLICATIONS

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Applications (RFA)</td>
<td>October 30, 2020</td>
</tr>
<tr>
<td>Mandatory Letter of Intent due (please submit electronically to Xee Lor at <a href="mailto:xee.lor@countyofmerced.com">xee.lor@countyofmerced.com</a>)</td>
<td>November 16 by 5:00 pm PST</td>
</tr>
<tr>
<td>Deadline for Submitting Questions for Clarification</td>
<td>December 1, 2020, at 4:00 pm PST</td>
</tr>
<tr>
<td>Closing Date (Deadline) for Applications</td>
<td>December 11, 2020 at 4:00 pm PST</td>
</tr>
<tr>
<td>Review of Applications Begins</td>
<td>December 14, 2020</td>
</tr>
<tr>
<td>Discussion Period with Responsive Applicants Begins</td>
<td>December 28, 2020</td>
</tr>
<tr>
<td>Notification of Intent of Award</td>
<td>January 4, 2021</td>
</tr>
<tr>
<td>Funding Recommendations Presented for Commission Action</td>
<td>January 11, 2021</td>
</tr>
<tr>
<td>Contract term Commences for Selected Applicants</td>
<td>Upon full execution of the Contract (anticipated February 1, 2021)</td>
</tr>
</tbody>
</table>

*NOTE: All dates are subject to change.*
First 5 Merced County Request for Applications (RFA)

All Applications including one (1) signed original, five (5) copies and one (1) electronic copy must be received by:

December 11, 2020 4:00 p.m. PST

If delivering applications in person, they will be considered late at 4:01 p.m. by the clock at the First 5 Merced County office located at the Department of Public Health, 260 E. 15th Street. Late applications will not be evaluated during the initial review.

Mail or hand deliver applications to:

First 5 Merced County
Attn: Developmental Screenings and Centralized Referrals
260 E. 15th Street
Merced, CA 95341
ABOUT FIRST 5 MERCED COUNTY

On November 12, 1998, California voters passed Proposition 10, adding a 50-cent tax to each pack of cigarettes or comparable product sold in California. These resources were then utilized to provide increased support for early childhood development of children from conception through age five. The importance of early childhood development is widely recognized as a key to future success in school and success in life. Early childhood development also impacts children’s physical, emotional and cognitive development.

With these funding resources, First 5 Merced County provides financial support for critical programs that impact child health and development, family strengthening, and the professional development of early education providers, all for the benefit of children prenatal to five years. Working in partnership with agencies and organizations throughout Merced County, First 5 Merced County fosters the active participation of parents, caregivers, educators and community members in the lives of young children, prenatal to five years old.

First 5 Merced County Vision
All children in Merced County will thrive in supportive, loving and nurturing environments and enter school healthy and ready to learn.

First 5 Merced County Mission
To provide for the optimal physical, social, emotional and intellectual growth of young children in Merced County.

First 5 Merced County Guiding Principles
- Practicing wise stewardship and maintaining accountability.
- Being transparent about funding decisions and expectations.
- Respecting the diversity, strength, uniqueness, and potential of all children, families and communities.
- Promoting sustainable change by investing in long-term policy, institutional, funding, and systemic changes that extend First 5 reach and impact.
- Soliciting and listening to the ideas of stakeholders and others and encouraging an open dialogue.
- Establishing partnerships and collaborations with similar mission-driven organizations to facilitate programs and services.
- Investing in systems-level changes to promote cultural equity and sustainability, while allowing for program innovation.
- Improving evidence-based programs and practices based on solid evaluation.
SECTION 1
INTENT OF THE REQUEST FOR APPLICATIONS

1. Introduction and Intent
The Commission routinely engages in a Strategic Planning process to determine community needs, assets, and gaps where the Commission may be able to have an impact in ensuring children have the best start in life. The 2020 to 2025 Strategic Plan, which was approved June 2020, identifies three desired outcomes and fifteen results for investment for Fiscal Years 2020-21 through 2024-25. The Commission developed the Strategic Plan by developing a needs assessment both of these documents are available on the First 5 Merced website.

The 2020 to 2025 Strategic Plan provides a roadmap for funding. It includes detail regarding priority strategies, community level indicators, and the five-year allocation in the areas of health and development, strong families, and high-quality learning. This funding opportunity is a competitive Request for Applications (RFA) that allows for the submission of applications detailing proposed services and a budget. Competitive RFAs enable the Commission to seek out qualified proposers that can provide effective services to target communities using evidence-based, best and promising practices.

The funding for this competitive RFA is focused on Desired Outcome #1 Health and Development - Children achieve optimal developmental, behavioral and social-emotional health. Strategy 1: Increase the number of children who receive early screening and referrals for follow-up services. Developmental Screening and Centralized Referrals - Help Me Grow: This early detection and intervention system will link families with children ages 0-5 to needed programs and services including screening and assessment, to address potential developmental delays and behavioral health challenges. The centralized access point will provide countywide outreach, information and referrals for parents who are concerned about their child’s developmental progress. Community partners, including medical providers, will be trained to conduct developmental and behavioral screenings, and will refer to HMG as needed. Assessment and referral data will be housed in a centralized system to identify gaps, barriers, and progress.

A. Contract Term
This RFA solicits applications for services to begin as early as January 12, 2021 and to extend through as late as June 30, 2025. Proposed interventions may be contracted for up to 5 years or less dependent on factors that may include, but are not limited to, proposed intervention, contractor performance and effectiveness, or availability of funds. First 5 Merced County reserves the right to consider and recommend funding for a lesser duration when consistent with the intent of this RFA.

B. Availability of First 5 Funds
Originally, the Commission allocated $300,000 per Fiscal Year for up to 5 years (total of $1,500,000) for Developmental Screenings and Centralized Referrals (Help Me Grow) contract/s.

Funding is available for five years beginning July 1, 2020 through June 30, 2025. Please see the RFA Requirements Sheet for the recommended funding amounts under this competitive RFA.

Funding for approved programs will be subject to periodic fiscal and program evaluation to ensure that the anticipated results are being achieved. The Commission is under no obligation to continue funding beyond the contract term.

C. Notice to Applicants
Prior to proceeding further, the reader is strongly encouraged to review the Contracting Requirements section on page 22 of this RFA which provides:

- Essential information on eligibility;
- Contract requirements and process;
- Important mandates regarding not supplanting;

D. Mandatory Letter of Intent
1. All applicants must submit the mandatory Letter of Intent (Attachment H) by the stated deadline to be eligible to apply.
2. A Letter of Intent must be received by 5:00 p.m. on Friday, November 16, 2020 by electronic submission to: Xee Lor at xee.lor@countyofmerced.com. It is the responsibility of the proposer to ensure that the Letter of Intent is received by the stated deadline. Letters of Intent received after the deadline will not be accepted.
SECTION 2
SERVICE POPULATIONS

A. Target Populations
When developing applications in response to this RFA, applicants may propose interventions for any target population of their choosing. However, applicants are required to align applications with First 5 Merced County’s Strategic Plan, which was developed over time with community input. Applications will be required to address adherence to the Priority Area and Objectives. Applicants shall also be aware that each application will be reviewed and scored relative to the Application review criteria (see Evaluation Criteria section, on page 16).

Applications must include a clear description of the intended target population(s) for the First 5 Commission to make the most discerning funding decisions. Applications also must target unique and identifiable system-level change and clearly demonstrate long-term and sustainable impacts the grant will have on the target population(s), which includes, either directly or indirectly, children 0-5 and their families/caregivers.
SECTION 3
INFORMATION TO APPLICANTS

A. Request for Applications Closing Date and Submission Information
Applications must be received by First 5 Merced County on or before 4:00 PM on December 11, 2020. Applications shall be presented under sealed cover and mailed or delivered to:

First 5 Merced County
Attn: Developmental Screening and Centralized Referrals
260 E. 15th Street
Merced, California 95341

No oral, email, or faxed applications will be considered. Applications received after the deadline will not be considered.

Without law or policy to the contrary, if the Applicant took reasonable steps to submit the application in due time, and failure of the application to be on hand at the time of closing was not the result of negligence or other fault of the Applicant, but was the result of negligence by First 5 Merced County, First 5 reserves the right to accept such application.

B. Applicant Eligibility
First 5 Merced County will consider programs and/or services proposed by any organization or entity that is registered as a non-profit entity, an educational or government unit, or a for-profit business or licensee. Entities without a business license or a business tax identification number must locate a fiscal agent prior to receiving First 5 funding.

C. Announcement of Applications
All applications received by the published date and time for submission will be publicly announced at First 5 Merced County. The name of each Applicant will be publicly read and recorded. Attendance by applicants is not required. No award decision, pricing, or exchange of views will be discussed at the application announcement.

D. Interpretation, Corrections, and Addenda to RFA
The Applicant must carefully examine the specifications, terms and conditions provided in the Request for Applications. If the Applicant has any questions regarding the RFA, such questions may be raised with First 5 Merced County until 4:00 PM on December 1, 2020. Questions are to be addressed to: Scott Waite, Executive Director, First 5 Merced County scott.waite@countyofmerced.com or (209) 385-7337.
Any changes in the RFA that may be required subsequent to its release will be made only by written addendum, issued by First 5 Merced County and incorporated into the RFA. Any addenda made to the RFA will be made publicly available through the means by which the RFA was originally disseminated.

E. **Discussion with Responsive Applicants Regarding Application**

Discussions may be conducted with applicants determined to be responsive and have the potential of being selected for an award. Such discussions may be for clarification or modification to the scope of proposed services to best meet the intent of this RFA. Modifications could include, reducing/expanding/modifying the application, subcontracting arrangements or the proposed budget and planned expenditures.

Such discussions may be permitted after submission of applications and prior to award for the purpose of obtaining best and final offers from applicants that best meet the intent of the RFA and First 5 Merced County’s efforts to achieve its Desired Outcomes and Objectives.

F. **Award and Contracting**

All applicants responding for consideration agree that their organization will be willing to enter into a final contract if awarded. The First 5 Merced County Commission will have authority to approve awards to qualifying applicants and approve/reject the final contract. Refer to the Contracting Requirements section, page 22 to be fully apprised of the contract requirements.

G. **False or Misleading Statements**

Applications that contain false or misleading statements, or that provide references that do not support an attribute or condition claimed by the Applicant, may be rejected.

H. **Rules for Application Withdrawal or Revision**

A application which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of applications, so long as the request is made by the Applicant’s duly authorized representative.

I. **Subcontracting**

Any Applicant using a Subcontractor(s) must clearly describe and explain the use of the Subcontractor(s) within their application, as described in the RFA instructions. If selected, the Applicant will be fully responsible for all work performed under this agreement as the primary contractor. Any subcontracting or other legal arrangements made by the Applicant are the sole responsibility of the Applicant.

J. **Confidentiality**

The contents of all applications shall be held in the strictest confidence until the contract is awarded. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Applicant shall be held confidential indefinitely unless the
public interest is best served by an item’s disclosure because of its direct pertinence to a decision agreement or an evaluation of the application. First 5 Merced County cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable thereunder, if requested by any third party.

The Applicant should clearly mark any of the information within their application that is proprietary. Designating the entire application as “proprietary” is not acceptable and will not be honored. Submission of a application by an Applicant shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Applicant’s RFA submittal that has been annotated as proprietary without the written consent of the Applicant.

K. General Information
First 5 Merced County reserves the right, at its sole discretion, to reject any or all applications or any part thereof, or to waive any informalities in the application and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of services proposed, their conformity with the RFA, and not confined to price alone.

L. Property of First 5 Merced County
All applications and accompanying documentation submitted become the property of First 5 Merced County and will not be returned.

M. Cost of Application Development
Costs for developing applications for this RFA are solely the responsibility of the Applicant whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the application will not be allowed as direct or indirect charges under any resulting contract.

N. Public Disclosure
All public records are available for disclosure except the contents of the applications received in response to an RFA, which are not open for public review until a contract has been signed. If an unsuccessful Applicant files an official request to view the awarded application, First 5 Merced County must comply with the appropriate public disclosure procedures. However, information specifically designated in the application as proprietary will not be made available.

O. Qualifications of Applicant
First 5 Merced County may make such investigation as it deems necessary to determine the ability of the Applicant to provide the services requested herein, and the Applicant shall furnish all information and data for this purpose as requested.

P. Applicant Disqualification
An Applicant may be disqualified and the application rejected, in addition to any other cause for rejection as set forth elsewhere in this RFA, or for any, but not limited to, one of the following reasons: Collusion, lack of responsibility and cooperation as shown by past work or services, non-compliance with current/past contract requirements, being in arrears on existing contracts or having defaulted on previous contracts, and/or incomplete information or missing documents as required in the application.

Q. **Gratuities**
Neither the Applicant nor any person, firm, or corporation employed by the Applicant shall give, directly or indirectly, to any employee or agent of First 5 Merced County, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, neither during the application process nor during the performance of any contract period resulting from this application.

R. **Extension of Contract**
In the event the successful Applicant offers to supply their service for the same price as awarded from the result of this application for any succeeding period, or in the event the successful Applicant is willing to negotiate any justifiable price increase at the time of any succeeding contract renewal period, if applicable, and it would be economical and in the best interest of First 5 Merced County, and provided the services have been to the satisfaction of First 5, First 5 reserves the right to extend any contract resulting from this application on a term-by-term basis to the successful Applicant awarded the contract.

S. **Cancellation Due to Lack of Funding**
First 5 Merced County reserves the right to cancel this RFA at any time should funding to support it be unavailable as determined by the Commission of First 5 Merced County.
SECTION 4
APPLICATION INSTRUCTIONS AND CONTENT REQUIREMENTS

This section describes the required application format and content. Failure to follow the prescribed format may result in rejection of the application.

a) Application Format
Narrative text sections of the application should be typewritten, **1.5 spacing and 12-point Arial font** with one-inch margins on all sides of the paper using 12-point font. Text should appear single-sided only. Pages should be numbered consecutively from beginning to end. Do not staple applications instead binder clip each application together. Expensive binding, colored displays, promotional materials, etc., are not necessary or desired. Do not use binders.

b) Number of Copies
Applicants must provide one (1) original application, five (5) copies, and one (1) electronic copy with signatures in blue ink by an individual legally authorized to bind the agency/organization.

c) Application Instructions
1. **Application Cover Sheet and Certification Form (Attachment A):** Complete the Application Cover Sheet and Certification Form provided in the Attachments section. Original signatures must be in blue ink by an individual legally authorized to bind the agency/organization.

2. **Executive Summary (not to exceed one page in length):** Provide an Executive Summary of the application in narrative format that briefly summarizes the proposed Innovation Grant, the specific outcome(s) pursued, the service population targeted, the proposed budget amount, and proposed subcontractors (if applicable).

3. **Table of Contents:** Provide a Table of Contents listing the application contents as required in the RFA, along with corresponding page numbers.

4. **Exceptions:** Provide a listing of Exceptions to the requirements and conditions taken by the Applicant. The Applicant’s exceptions should give an explanation as to why the Applicant is taking exception to the specific requirements. If no exceptions are taken, Applicant is to state, “No Exceptions Taken” in this section, and First 5 Merced County assumes that the Applicant meets all RFA requirements as specified.

5. **Application Narrative (Attachment B):** Provide a Narrative NOT exceeding twenty (20) pages in length that addresses the items contained in Attachment B regarding
your organization and proposed program. Applications less than ten pages in length that concisely provide the requested information and enable reviewers to have a clear understanding of the proposed effort are welcomed.

6. **Scope of Work Form (Attachment C):** Include a completed Scope of Work Form for each year of the proposed program. These forms are not counted as part of the Application Narrative 20-page maximum.

7. **Budget Forms (Attachment D):** Proposers should make every effort to develop budgets that are in line with common business practices and adequate to ensure program success. Complete the line item Budget Request Form using the instructions and template in Attachment D of the Supplement. The budget should include the amount requested of the Commission.

If staff, subcontractors, or consultants are currently full-time equivalent (FTE) and you are seeking Commission funds for this position, you must describe the actions to be taken to reassign the current duties and ensure the proposed funds will not supplant current funds. If staff, subcontractors, or consultants are part-time and you are seeking Commission funds for this position, you must identify the portion of a full-time position that is currently being funded (by percentage of FTE) and indicate the additional percentage of a FTE that will be funded by the Commission.

All budget request forms should be reviewed by and signed by the Proposer’s authorized fiscal officer or person with fiscal responsibility for the organization. The budget forms are not counted as part of the Application Narrative 20-page maximum.

A separate budget(s) must be prepared for each of your subcontractors and consultants, if any, for each fiscal year that the funds are requested for subcontractors and consultants.

8. **Appendices Section:**
Create an **Appendices** section of your application. The appendices are not counted as a part of the 20-page maximum for the Application Narrative. The following documents are to be included in the Appendices section in the order they are listed below:

- Organizational charts
- Resumes of key project staff (or job description if position is not yet filled)
- Biographical data on subcontractor(s) and consultant(s)

9. **Letters of Commitment/Memorandums of Understanding**
Letters of Commitment or Memorandums of Understanding are required from each collaborative partner involved in this effort. See Attachment B for more specific directions.
10. Certifications and Supporting Documents Required

The following certification and documents must be submitted with the RFA package. If your agency is not able to include one of the items listed below, please state why on Attachment A, Application Package Checklist. If your agency is selected for funding, your agency will need to sign additional certifications prior to the execution of the contract.

a) **Annual Non-Supplantation Certification Form (Attachment E)**

The proposer must sign and submit this form to certify that they are in compliance with the Commission’s Non-Supplantation policy. This form will be required annually for all contractors.

b) **Anti-Tobacco Policy Compliance Form (Attachment F)**

First 5 Merced Commission believes that a comprehensive Anti-Tobacco Policy is consistent with the purpose and intent of the Children and Families Act. First 5 Merced Commission contractors shall be required to certify that they are in compliance with this Anti-Tobacco Policy prior to receipt of funds. To facilitate this, all proposers shall sign and submit the Anti-Tobacco Policy and Certification Form with their request package.

c) **Contractor Certification of Compliance Form/Contractor Identification Form (Attachment G)**

All proposers shall be required to complete and attach the Contractor Certification of Compliance Form and Contractor Identification Form that states:

1. Principal owner information relating to any of the new contractor’s principal owners who are subject to a court-ordered child, family and spousal support order has been provided to the District Attorney.

2. New contractor’s principal owners are currently in substantial compliance with any court-ordered child, family and spousal support order, or, in the alternative, have made a good faith effort to become current or arrange a payment schedule with the District Attorney or the court.

3. New contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees.

4. New contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and
will continue to maintain compliance. All proposers shall include the completed two-page Contractor Certification of Compliance Form and Contractor Identification Form in their request package.

d) Certification Regarding Debarment and Suspension (Attachment H)
As a requirement of this RFA, the proposer is certifying that their organization has not been barred from receiving federal funding. This document must be signed and submitted with the application. The person signing the certification should have the authority to assure that the agreed upon policies are implemented and followed.

e) Tax Exempt Status, Business Licenses and/or Articles of Incorporation
Include the appropriate document(s) as indicated below.

1. Non-profit, public charity, religious, and other similar organizations must submit proof of its non-profit status from either the Internal Revenue Service or the Franchise Tax Board.
2. Private businesses must submit proof of their current business licenses and be in compliance with all applicable local, State, and Federal requirements.
3. A corporation shall submit evidence of incorporation by the California Secretary of the State. If the corporation is incorporated in a state other than California, it shall submit evidence of corporate registration consistent with that state’s incorporation requirements.

f) Audited Financial Statement
All Application must include the most recent and complete audited financial statement by an independent, certified public accountant, for a fiscal period not more than 18 months old. The audited financial statement must show evidence of solvency and adequacy of accounting practices. If an audited financial statement is not available, please submit a Federal Income Tax Return (Form 990). If the audit covers a parent firm, the parent firm shall be party to the contract. The Commission may require other information in lieu of the certified audit, if it is of equal value in determining the fiscal stability of the proposer.
Proposers may request an exemption from this requirement, provided all the following stipulations are met:

1. The proposer’s total annual budget is no more than $100,000;
2. Requested funding for the proposed project does not exceed $50,000; and
3. Audited financial statements do not exist.
Insurance
If selected for funding, your organization will be required to obtain and maintain insurance that fulfills Commission and Merced County requirements. Failure to conform to insurance requirements shall constitute grounds for termination of the contract.
SECTION 5
BASIS OF AWARDS, SELECTION PROCESS AND EVALUATION CRITERIA

A. Basis of Award
Funding recommendations will be made to the applicants whose applications demonstrate they will be the most qualified, responsive and advantageous to First 5 Merced County, and consistent with the intent of this RFA. First 5 Merced County shall not be obligated to accept the lowest cost applications, but will make awards in the best interests of First 5 Merced County after all factors have been evaluated.

First 5 Merced County reserves the right to reject any or all applications or any part thereof, to waive any informalities in the applications and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of services to be supplied, their conformity with the specifications and for the purposes for which they are required. False, incomplete, or non-responsive statements in connection with the application may be deemed sufficient cause for rejection. First 5 Merced County shall be the sole judge in making such determination.

First 5 Merced County reserves the right to cancel or discontinue with the RFA process and reject any or all applications in the event it determines that there is no longer a requirement for the furnishing of services, funding is no longer available for this RFA, or it is otherwise in First 5 Merced County's best interest to cancel the RFA process.

B. Selection Process for RFA
All application packets submitted timely will first be subject to technical review to ensure that the application meets the requirements. A Review Committee consisting of selected personnel will be established to evaluate the applications. The Committee may include representatives from the First 5 Merced County Commission, as well as First 5 Merced County staff, and reviewers from within and outside of Merced County. It is the intent of the committee to select responsive applicants whose applications meet desirable, minimum qualifications to initiate discussions with applicants, and potentially enter into contract negotiations, and execute contract agreements.

C. Evaluation Criteria
The Review Committee will consider only those applications which have been considered responsive to the RFA. Any application which fails to meet the RFA requirements will be considered non-responsive and may be rejected.

The committee may contact applicants to clarify any application responses provided, as well as contact and evaluate any references provided by the Applicant and/or subcontractor(s)(if applicable); solicit information from any available source concerning any aspect of a application; and seek and review any other information deemed pertinent to the evaluation process.
The selection of funding recipients under this RFA will be guided first and foremost by the merits of each application in directly contributing to the achieving the First 5 Merced County’s goals related to the Strategic Plan. As such, relevant scoring criteria are included.

Applications shall be ranked on a total score of 100, and shall be evaluated in accordance with the following criteria:

**Step 1: Application Package Checklist**
Each application will be reviewed for the submission of required items, documentation, and forms as specified in the application Package Checklist. If a box is not checked, a documented reason must be given for this item. The Checklist must be submitted and will be used by Commission staff to verify that the submitted application is complete and has passed or failed Step 1.

**Step 2: Review of Fiscal Solvency, Budget, Leveraging/Sustainability, Scope of Work,**
Each application that has successfully passed Step 1 will be reviewed by Commission staff to assess: Fiscal solvency; organizational capacity; program structure; budget, including accuracy and justifications; and feasibility. The point values are assigned for each criterion and weighted according to importance in the application.

<table>
<thead>
<tr>
<th>Step 2 – Internal Review Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Solvency</td>
<td>Low/med/high risk</td>
</tr>
<tr>
<td>Organizational Capacity</td>
<td>5</td>
</tr>
<tr>
<td>Program Structure</td>
<td></td>
</tr>
<tr>
<td>Best/Promising Practice and Strategies</td>
<td>10</td>
</tr>
<tr>
<td>Target Population</td>
<td>10</td>
</tr>
<tr>
<td>Collaborative Partners</td>
<td>5</td>
</tr>
<tr>
<td>Budget</td>
<td>10</td>
</tr>
<tr>
<td>Feasibility</td>
<td>10</td>
</tr>
<tr>
<td><strong>Maximum Total</strong></td>
<td><strong>50</strong></td>
</tr>
</tbody>
</table>

**Step 3: Review by Ad Hoc Review Team**
Applications will be reviewed and scored by an ad hoc review team that will be comprised representatives from the First 5 Merced and community representatives having expertise and/or experience in areas related to the applications.

The tool for this review team will result in an average score and comments as to strengths and weaknesses. It is critical for proposers to provide complete, clear information in the narrative text of the application that is consistent with other information, such as forms,
contained in the application. The point values are assigned for each criterion and weighted according to importance in the application.

<table>
<thead>
<tr>
<th>Step 3 – External Review Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part 1: Organization Overview</strong></td>
<td>10</td>
</tr>
<tr>
<td><strong>Part 2: Description of Program</strong></td>
<td>75</td>
</tr>
<tr>
<td>Target Population: __________ (10 pts max)</td>
<td></td>
</tr>
<tr>
<td>Program Structure: __________ (40 pts max)</td>
<td></td>
</tr>
<tr>
<td>Outreach: __________ (10 pts max)</td>
<td></td>
</tr>
<tr>
<td>Client Management and Retention: __________ (10 pts max)</td>
<td></td>
</tr>
<tr>
<td>Staffing: __________ (5 pts max)</td>
<td></td>
</tr>
<tr>
<td><strong>Part 3: Collaborative Partners</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>Part 4: Program Evaluation</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>Part 5: Leveraging Resources and Sustainability</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>Part 6: Budget</strong></td>
<td>30</td>
</tr>
<tr>
<td><strong>Part 7: Overall Feasibility of the Application</strong></td>
<td>20</td>
</tr>
<tr>
<td><strong>Maximum Total</strong></td>
<td><strong>150</strong></td>
</tr>
</tbody>
</table>

Final scoring will be derived from the **combined total of the scores from steps 2 and 3** according to the following:

<table>
<thead>
<tr>
<th>Review stages</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1 – Application Package Checklist</td>
<td>Pass or Fail</td>
</tr>
<tr>
<td>Step 2 – Internal Review Team Assessment</td>
<td>50</td>
</tr>
<tr>
<td>Step 3 – External Review Team Assessment</td>
<td>150</td>
</tr>
<tr>
<td><strong>Total Possible Points</strong></td>
<td><strong>200</strong></td>
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Applications achieving a **minimum cumulative score of 100** or more points will be considered for funding.

**D. Notification and Debriefing**

Each Applicant will be notified in writing of the outcome of their application following completion of the review, discussion, and negotiation process. Any Applicant with questions regarding the outcome of their application may contact the Executive Director following the notification to discuss those questions. A debriefing may be held prior to Commission action on funding recommendations upon the receipt of a written request for a debriefing (within 3 business days of written notification) by an unsuccessful Applicant for the purpose of receiving information concerning the evaluation of the Applicant’s application.
E. **Protest Procedures**

The protest process is made available in the event that an unsuccessful Applicant cannot reach agreement with First 5 Merced County after undergoing the debriefing process described herein above.

Should an unsuccessful Applicant request a debriefing, and believes its application to be the most responsive to the RFA and that First 5 has incorrectly selected another Applicant for award, the appealing Applicant may submit a protest of the selection. All protests must be made in writing, dated, signed by the Applicant or an individual authorized to sign contracts on behalf of the protesting Applicant, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Applicant must provide facts and evidence to support the protest. Protests are not allowed based solely on a mere disagreement with the application review outcome. Protests must be received no later than seven (7) working days following First 5 Merced County’s written notification to the Applicant regarding the outcome of their application.

Protests may be sent either by U.S. mail, postage paid, or hand delivered to:

First 5 Merced County  
ATTN: Executive Director  
260 E. 15th Street  
Merced, CA 95341

Upon receipt of the formal protest, the Executive Director will attempt to resolve the protest. If the protest has not been resolved, the Applicant will have an opportunity to address the Commission to state the concern. A protest shall be disallowed when, in the judgment of the Executive Director or other Commission designee, it has been submitted: 1) as a delay tactic; 2) for the purpose of posturing the protester advantageously for future procurement; 3) in a form that deviates from the prescribed; 4) without adequate factual basis or merit; or, 5) in an untimely manner.

The Commission will review accepted protests at the next available regularly scheduled Commission meeting. The Commission is the sole and final authority regarding the approval or disapproval of applications and the conditions under which they are funded. All decisions of the Commission shall be final.
SECTION 6
CONTRACTING REQUIREMENTS

A. Expectations for Successful Applicants
Upon approval of funding by the First 5 Merced County Commission, the successful Applicant organization or entity will be required to enter into a performance based contract agreement with the County of Merced, on behalf of First 5 Merced County. The application submitted in response to this RFA is not a legal agreement, but is instead a reference point for entering into a final contract with the County, specifically identifying the “Scope of Work” as well as the County’s and First 5 Merced County’s contract terms and conditions.

B. Contract Agreement – Terms and Conditions, Statutes and Rules
The general contract terms and conditions for recipients of First 5 Merced County funding are specifically incorporated into this RFA by reference, attached herein in the Attachments section, and should be reviewed carefully by all applicants. The contract will not be binding on either the Commission or the Applicant until executed by each.

C. Non-Supplanting / Services Benefiting Children 0-5 years and their Families
As described in the attached contract terms and conditions document, applicants shall be informed that Proposition 10 funds can only be expended for the purposes of supplementing existing levels of services and not to fund (supplant) existing levels of service. Additionally Proposition 10 funds are to be used solely for the benefit of, and/or services to, children 0-5 years of age and their families.

D. Pre-Contract Expectations
Successful applicants may be expected to attend informational meetings, orientations, and/or trainings prior to the execution of the contract in order to prepare for implementation of contracted services.
SECTION 7
CONTACT INFORMATION

First 5 Merced County is eager to facilitate your participation in this RFA process and has designated the staff person below as the contact for all prospective applicants. For such assistance, please contact:

Scott Waite, Executive Director
First 5 Merced County
260 E. 15th Street
Merced, CA 95341
Phone: (209) 385-7337
E-mail: scott.waite@countyofmerced.com
Developmental Screening and Centralized Referrals RFA Requirements

Overview:
Research shows that early intervention and referral services can greatly improve a child’s development to help mitigate challenges associated with developmental or behavioral delays and/or disabilities.

In 2018, First 5 Merced started the process to become a state and/or national affiliate of the Help Me Grow (HMG) system model. HMG utilizes and builds on existing resources to provide a comprehensive approach to early childhood prevention and intervention by:

1. Increasing early identification of delays through developmental and behavioral screenings,
2. Educating families, healthcare providers and the community about the importance of early identification and intervention,
3. Connecting families to services and supports and
4. Reviewing data to identify gaps and opportunities for improvement.

By joining the HMG statewide and national movement, Merced County will have a better opportunity to improve, expand, and sustain a comprehensive developmental detection and referral system for young children and their families. This system also improves First 5’s ability to inform policy, programs, and legislation about the far-reaching impact of early detection and early intervention service for a child’s healthy development. More information is available at Help Me Grow CA and Help Me Grow National

Focus of Funding:
Applicants should review the Priority Area: Health and Development in the 2020 to 2025 First 5 Merced Strategic Plan. Activities in the application must address the following Result, Indicator and Strategy:

Result 1: Increase the number of children who receive early screening and referrals for follow-up services.

Priority Strategy:
- Leadership or support of a multidisciplinary effort to establish an integrated early intervention in Merced County, (e.g., Help Me Grow or a comparable model).
- Integration of developmental and trauma informed screenings (e.g., ASQ, DRDP) as required by program and evaluation activities into all direct service contracts.

Community Level Indicators: Percent of children served by funded partners who receive a developmental screening.
Target Audience:
- All children ages 0-5 who have not been screened for developmental delays and behavioral health challenges.
- Children with an atypical screening result who need follow up services.
- High-risk populations in Merced County, including children living in transitional housing and/or shelters, children of color and other children with lower rates of screening.

Requirements:
For the purposes of this RFA, we are seeking applicants that will implement and enhance the current HMG system. Specific requirements of the proposed services are:

1. **Centralized telephone access point** for connecting children and their families to services and care coordination. Services must include access to early identification and intervention services, care coordination, and referrals and follow-up, including:
   a. Dissemination of information on developmental milestones, Adverse Childhood Experiences (ACEs) and community resources.
   b. Developmental and behavioral screenings, using the evidence based screening tools Ages and Stages Questionnaire and Ages and Stages Questionnaire Social Emotional
   c. ACEs screenings for parent and child desired, but not required
   d. Maternal mental health screening desired, but not required
   e. Referrals for follow-up services
   f. Coordination with early intervention partners

2. **Community and family outreach** to promote the use of HMG and to provide networking opportunities among families and service providers. Application must include direct family support services to connect families with resources that address the child’s developmental or behavioral delay, including trauma informed care, and provide on-going parent/child support. These services can be provided virtually, in the child’s home or in the community. Must include coordinated education, outreach, and training to early care educators, First 5 partners, parents/caregivers and the community.

3. **Child health care provider outreach** to strengthen skills in developmental surveillance including screening in pediatric/family practices. Must include coordinated education, outreach and training to health care providers on early detection of children at risk for adverse developmental and behavioral outcomes including ACEs awareness. Include details on how health care providers can work with families utilizing the HMG referral process.

4. **Data collection & analysis** to understand all aspects of the HMG system, including the identification of gaps and barriers. Collect and analyze countywide data across systems, including First 5 Merced partners that are conducting developmental screenings and referrals. Data reports must include a local, state and national analysis.
The pillars of the HMG system are interdependent and the system infrastructure should support each component to communicate, collaborate and integrate effectively with one another.

**Parameters:**
Successful implementation of the HMG model requires applicants to identify existing resources, think creatively about how to make the most of existing opportunities and build a coalition to work collaboratively toward a shared agenda.

**Amount of Funding Available:**
A maximum of $1,500,000 is available cumulatively over the five-year period. We strongly recommend that an equal budget amount is maintained across all five years as a means to plan for sustainability. Contractors are not allowed to front load costs in year 1 of the budget. Note that consistent services should be provided throughout all five years.

**Contract Term:** 07/01/21 – 06/30/24

**Eligibility to Apply:**
Agencies with existing relationships with medical and community providers throughout Merced County. Refer to page 22 in the RFA for additional eligibility requirements.
ATTACHMENT 1
APPLICATION COVER SHEET & CERTIFICATION FORM

Applicant Agency Name: ____________________________________________________________

Proposed Program Title: __________________________________________________________

Mailing Address: __________________________________________________________________

Street / P.O. Box

City State Zip Code

Contact Person: __________________________________________________________________

Name Title

Telephone Fax E-mail

Type of Applicant Agency (Check one):

☐ 501 (c) (3) organization (include copy of tax exempt status documentation)
☐ Governmental Unit
☐ Business License holder (include copy of Business License)
☐ Permit/License holder (include copy of Permit/License)

Federal/Tax ID No. ________________________________

Proposed Program Goal(s):
_________________________________________________________
_________________________________________________________
_________________________________________________________
_________________________________________________________
_________________________________________________________

Description of service population to be served:
_________________________________________________________

Proposed number of clients (or other service population type) the program will serve:
_________________________________________________________
Annual Agency Budget: _________________________________

Total Budget Request: _________________________________

Year 1 (July 1, 2020 – June 30, 2021) = ____________________
Year 2 (July 1, 2021 – June 30, 2022) = ____________________
Year 3 (July 1, 2022 – June 30, 2023) = ____________________
Year 4 (July 1, 2023 – June 30, 2024) = ____________________
Year 5 (July 1, 2024 – June 30, 2025) = ____________________

To the best of my knowledge, I certify that the information provided within this application is true and correct. By signing below, I agree and attest to the following:

A. I have reviewed the Contracting Requirements Section of the Request for Applications, including contract requirements for insurance and other applicable rules. I understand that selection of an applicant for funding does not constitute a contract, and the contract to be developed will not be binding on either the Commission or the applicant until executed by each.

B. I understand that in developing contract terms and negotiating a County Contract Agreement, certain informational meetings, orientations, and trainings may be required for successful applicants prior to contract execution.

C. I certify that all Proposition 10 funds will be used only to supplement existing levels of service and not to fund existing levels of service. No moneys shall be used to supplant state or local general fund money for any purpose, pursuant to Revenue and Taxation Code section 30131.4.

(Revenue and Taxation Code section 30131.4 identifies the specific manner in which moneys raised by the Children and Families Act of 1998 shall be appropriated and expended. Section 30131.4 not only requires that expenditures must be for the purposes expressed in the Act, but such moneys “shall be used only to supplement existing levels of services and not to fund existing levels of services. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose.” All moneys raised pursuant to the Act shall be appropriated and expended only to supplement (add to or augment) existing levels of services. In contrast, the Act specifically prohibits appropriation and expenditures of such moneys to supplant (replace) state or local General fund money. Further, moneys are prohibited to be used to fund any existing levels of service.)

D. I certify that all Proposition 10 funds received will be used solely for the benefit of, and/or services to, children 0-5 years of age and their families.

______________________________________________ _______________________________________        _____
Typed Name and Title of Individual  Authorized Signature  Date
Authorized to sign Contract
ATTACHMENT B
Application Narrative

The application narrative is the core component of the application where you summarize the key activities and services of your application. Carefully review the RFA Specifications Sheet to ensure that you are meeting all of the requirements listed. Respond to the questions in this Attachment to complete the application narrative. Remember, the narrative is limited to 20 pages total (10 double-sided pages), written in 12-point Arial font, 1.5 spacing, and 1-inch margins. Complete your application narrative in the following order, and please label your responses to the questions with the following headings:

PART 1 – Organization Overview

Description of the Organization(s)

1. Provide a brief background of the lead organization. Please indicate:
   • Your organization’s role in the proposed program; and
   • If there will be a separate organization (other than the one overseeing the program) that is acting as the fiscal agent, please provide an overview of that organization. What is the relationship between the fiscal agent and the organization implementing the program? Why does the organization have the capacity and qualifications to act as the fiscal agent?

2. Provide a brief background of your organization’s relevant experience. Please indicate:
   • The types of services your organization provides and to whom.
   • Your organization’s experience serving children ages 0-5 and their families.
   • Your organization’s experience providing health and social services.
   • Your organization’s existing relationship with the target community.
   • Your organization’s experience working with the Help Me Grow model.

3. Place a copy of the organizational chart, including staff names and functions in the Appendices Section.

PART 2 – Description of the Program

Scope of Work Narrative

The Scope of Work Narrative should reflect a summary of the core information contained in the Scope of Work form (Attachment C in Supplement). Your Scope of Work Narrative is included in the 20-page limit, should reflect the requirements of the RFA Specifications Sheet, and must address the following topics: target population, outreach, program structure, client management and retention, staffing, and collaborative partners. Carefully review the bullet points for specific questions to be addressed in each section.

Target Population for Services:

4. Describe who will be targeted by this program. Please indicate:
• Why have you selected the targeted community(ies)? How does this fit within the requirements of the RFA Specifications Sheet? Your response to this question should be as specific as possible, and should be broken down by the community(ies) to be served (i.e. neighborhood, zip code) and demographic identifiers (i.e. ethnic/language group) as applicable.
• Please complete the table below to indicate the number of people the program expects to serve over the five-year period.

<table>
<thead>
<tr>
<th>Proposed Target Population</th>
<th># of Parents &amp; Caregivers</th>
<th># of Children ages 0-5</th>
<th># of Providers</th>
<th>Total</th>
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Program Structure:

5. Describe the core elements and functions of your program:
• What best or promising practice will the program use to plan and implement the Help Me Grow model? Why will the program work for the target population?
• What are the inequities for the target population and how will the program reduce those inequities?
• What are the core activities and services the program will provide to meet the requirements of the RFA Specifications Sheet? Be sure to describe the type, frequency, and dosage of activities where applicable, and include where these services will take place.
• How will your program reduce barriers to access and increase utilization of services, particularly for under-served/isolated communities (e.g. hours of operation, interpreter services, transportation, and other appropriate actions or activities).
• The current COVID-19 pandemic has impacted families, organizations, and the way in which they can interact with each other. How will your program serve families while addressing COVID limitations? How will your organization conduct quality assurance activities based on these COVID limitations to monitor program progress and consistency across service delivery?
• If a similar program is already in existence within your organization, how will the Commission funds be utilized to significantly expand and enhance the services? Commission funding cannot be utilized to duplicate or supplant existing services and funding.

Outreach:

6. Describe outreach activities that will occur to promote the program:
• What will your program do to inform the target population about the program and increase the likelihood of participation?
• How will you augment outreach strategies in response to COVID limitations, if needed?
• How will your program gather client input (e.g. parents/caregivers involved in the planning, development, and review of program activities) to improve service design and delivery?

Client Management and Retention:

7. Describe how the program will manage and maintain engagement of clients:
• How do you plan to document client services and follow up with clients to ensure that their needs are met?
• What strategies will the program utilize to retain clients? If there is a particular or ideal dosage of services a client should complete, how will you help clients complete the entire range of services?

Staffing:

8. Describe the staffing pattern needed to support the oversight and implementation of the proposed program:
   • Please complete the following chart to: identify all staff that will work on this program, estimated time that each staff person will spend on the program, their titles, the key role(s) that each will play, and a summary of their experience that is relevant/necessary for the position. Place resumes (or job descriptions if position is not filled yet) of key program staff in the Appendices Section.

<table>
<thead>
<tr>
<th>Staff Name (or TBD if to be hired)</th>
<th>FTE</th>
<th>Title</th>
<th>Pole/Duties</th>
<th>Experience</th>
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• Identify the person who will have primary responsibility for coordinating the program and their connection to the program. Discuss this person’s experience in managing similar programs.
• How will your agency incorporate on-going mechanisms to increase the cultural responsiveness of staff and the services provided?
• Description of Subcontractors - A subcontractor includes individuals or organizations, including consultants, who will be paid if this application is funded. If you are proposing to work with a subcontractor(s) to provide needed skills or services for this proposed program, explain why it is necessary to contract with a subcontractor and what their role in the program will be. Also, address the key staff qualifications of subcontractor(s). Place resumes or other data reflecting qualifications in the Appendices Section.

Scope of Work (Attachment C)
Please complete the scope of work chart for each fiscal year in Attachment C to provide a snapshot of your proposed core activities and service targets. This scope of work chart in Attachment C is not counted as a part of the 20-page limit. Please attach the scope of work to your application, and email it to the Program Planner assigned to the RFA.

PART 3 – Collaboration

Description of Collaborative Partners
Collaborative partners are individuals or organizations that will assist with and support your program. They will not be paid if this application is funded.
9. If collaborative partners are proposed, describe their relevant experience, strengths, and the contributions they bring to the proposed program. Provide information on the roles and responsibilities of the collaborating partners.

Place Letters of Commitment or Memorandums of Understanding from each subcontractor and each collaborative partner involved in this effort, signed by the organization’s authorized designee, after the Appendices Section. Each letter must include evidence of the tangible, specific commitments for persons, time, and resources (services and/or supplies) for carrying out the program.

**Required Commission Collaborations:**

In addition, please note that the following are community collaborative efforts and issues that First 5 Merced will require programs to participate in, if funded. They are:

- **Help Me Grow (HMG)** - HMG is a centralized information and referral system that connects children ages 0-5 to developmental/behavioral assessments in order to identify issues as early as possible. Children with atypical assessments will be linked to early intervention programs and services. In your narrative, describe how your agency will collaborate with community partners on the referral and data collection process.

- **Adverse Childhood Experiences (ACEs) Aware** – ACEs and toxic stress represent a public health crisis. Cumulative adversity, especially when experienced during childhood development, is a root cause to some of the most harmful, persistent, and expensive health challenges facing the state and the nation. The COMMISSION recognizes the effect of trauma on child outcomes and the need to be responsive at all levels of service provision, including actively promoting Positive Childhood Experiences (PCEs) to prevent or reduce ACEs. A collaborative, called ACEs Merced

- **Home Visitation Collaborative** – Merced County is fortunate to have a variety of resources to support families with young children, including home visitation and many other health and social service programs. However, a common challenge for providers is knowing who to refer to and helping families efficiently navigate those referrals. The Home Visiting Collaborative is an opportunity for agencies to come together to create referral partnerships, streamline and maximize our efforts.

10. In your application narrative, please indicate the following:

- What referral processes to HMG will you put in place? If your program will be conducting developmental/behavioral assessments with clients, including the ASQ or ASQ-SE, how will your program regularly share assessment data with HMG?

- The Commission aims to support funded partners with becoming trauma informed organizations. Learning about ACEs, shifting practices, building capacity of staff, and building partnerships is key. How will your organization work towards becoming trauma informed?

- Addressing the many factors that can impact a family, such as the social determinants of health, can support their overall well-being and success in your program. This requires connecting families to other resources in the community, such as those that will be part of the Home Visitation Collaborative. Please identify a key staff person, with decision-making abilities for the organization, who will regularly attend the Home Visitation Collaborative meetings. How will your organization build referral partnerships with other organizations serving families?
• If not already addressed in other sections of the narrative, what steps will your program take to proactively address racial inequities and cultural responsiveness? Please identify a key staff person, with decision-making abilities for the organization, who will participate in discussions with the Commission on this issue and initiate steps at your organization.

PART 4 – Program Evaluation

The Commission utilizes a Results Based Accountability evaluation plan. It is expected that contractors will collaborate with Commission staff and will participate in its evaluation to demonstrate outcomes.

11. Who will oversee program evaluation activities? What are the individual’s relevant qualifications?

12. How will the program ensure that staff are adequately trained in data collection and data entry? What quality assurance measures will be taken to ensure clean data? Please note that if funded, your organization will be required to enter data in to a Commission approved data system.

13. Indicate if your organization has an existing mechanism for collecting and reporting data. What type of data does the system provide and how is it used?

PART 5 – Leveraging Resources and Sustainability

During this funding cycle, contractors will be required to develop and/or update a written Sustainability Plan, complete periodic questionnaires and reports, submit supporting documentation for matching funds and in-kind services, and comply with other monitoring requests. The Commission will continue to support and offer technical assistance and capacity building strategies to this end.

The requirement of a written Sustainability Plan will have the goal of replacing Commission funding via a cash match, in-kind match, grants, donations, improved efficiencies, partnerships, and other sustaining strategies. By the end of the three-year strategic plan period (June 2024), funded contractors should be able to absorb an assumed 15% reduction in Commission funding and maintain the same level of service.

Ultimately, the Commission desires realistic and attainable plans. Good faith effort and progress is expected and will be monitored regularly. When targets are not being met, program improvement plan(s) or other methods may be employed to support contractors in achieving targets.

With this information in mind, please address the following questions in your application narrative:

14. Describe your organization’s sustainability efforts over the past three years. Has your organization been able to leverage partnerships and funding, and if so in what amount?

15. How does your organization intend to participate in the development and/or updating, monitoring, and reporting of a sustainability plan and sustainability activities over the FY 2021-24 period? Indicate which position or staff person will lead sustainability planning for your agency, their core duties, and the amount of time (FTE) to be dedicated to this effort.
16. Provide at least 3-5 realistic strategies your organization will implement between FY 2020-2025 to replace at least 15% of Commission funding and sustain core services in the 2020 funding cycle.
### Desired Outcome

**OBJECTIVE:**

**STRATEGY:**

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<th>ACTIVITIES AND TASKS</th>
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<th>NUMBER SERVED/OUTPUT &amp; DELIVERABLE</th>
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**REPORTING REQUIREMENTS:**

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<td>REPORTING REQUIREMENTS:</td>
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Complete this Budget Justification together with the Proposed Budget. The Budget Justification **MUST** have the same (matching) figures from the Program Total column from the Proposed Budget. That is, insert on this justification form the line item totals requested for all years of requested funding for your project.

For each line item, provide sufficient detail to clearly explain how the proposed funds will be utilized for each line item, and the basis upon which the line item totals are derived. Explain any year-to-year changes, if applicable. Use the Budget Definitions List provided at the end of this document for explanations of line item content.

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<th>BUDGET JUSTIFICATION FORM</th>
<th>FY 20/21</th>
<th>FY 21/22</th>
<th>FY 22/23</th>
<th>FY 23/24</th>
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<td>Office Expenses Justification:</td>
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<tr>
<td><strong>BUDGET JUSTIFICATION FORM</strong></td>
<td>FY 20/21</td>
<td>FY 21/22</td>
<td>FY 22/23</td>
<td>FY 23/24</td>
<td>FY 24/25</td>
<td>Program Total</td>
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<td>Travel and Training Justification: (enter here)</td>
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<td>Subcontractor Costs Justification: (enter here)</td>
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<td>BUDGET JUSTIFICATION FORM</td>
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<td>FY 24/25</td>
<td>Program Total</td>
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<td>EXTERNAL/IN-KIND FUNDS</td>
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## Budget Definitions List

<table>
<thead>
<tr>
<th>Description</th>
<th>Definitions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Wages (include detailed description of all personnel in budget justification)</td>
<td>This line item must identify each position/classification, salary range, and percent of time (i.e., FTE) to be funded under this grant.</td>
</tr>
<tr>
<td>Benefits</td>
<td>Express the benefits as a percentage of the aggregate salaries. Benefits cannot exceed those already established by the applicant prior to the award of the grant. Employer contributions or expenses for social security, life and health insurance plans, unemployment insurance, liability insurance and /or pension plans are allowable items.</td>
</tr>
<tr>
<td>Rent / Space</td>
<td>The costs of office rental/lease must be identified according to the total square feet, the cost per square foot, and the percentage of time being used for the proposed activities.</td>
</tr>
<tr>
<td>Utilities</td>
<td>Costs associated with power, heat, air conditioning, water, garbage and sewer services.</td>
</tr>
<tr>
<td>Office Expenses</td>
<td>Costs associated with office supplies, postage, copying, printing, etc., that are general to the operation of the program.</td>
</tr>
<tr>
<td>Travel and Training</td>
<td>Travel or training related to the administration of the project must be identified, as related to staff specific activities.</td>
</tr>
<tr>
<td>Audit Costs</td>
<td>Costs for obtaining a financial audit can be included in the budget; an independent financial audit of the project/organization must be obtained on an annual basis. Proposed audit costs requested of First 5 must be generally proportionate to the size of the proposed program compared to the overall agency budget.</td>
</tr>
<tr>
<td>Communications</td>
<td>Costs for telephone/fax line services, pages, cellular phones, internet access, etc.</td>
</tr>
<tr>
<td>Other Expenses (describe)</td>
<td>Costs that are not general operating or program costs, but are related to program operations. Include itemized list and costs in explanation. Examples include purchase of equipment and insurance. Note: Equipment purchases used solely for program activities are allowable if essential to the implementation and operation of the program.</td>
</tr>
<tr>
<td>Program Expenses (describe)</td>
<td>Costs that are essential to the provision of program services. Include itemized list and costs in explanation. Examples include purchase of program and outreach materials and incentives.</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>Identify the percent and amount of the indirect costs, as a percent of salaries/wages (total personnel, less fringe benefits). The maximum allowable indirect rate is 10 percent of salaries/wages.</td>
</tr>
<tr>
<td>Sub-Contractors</td>
<td>Subcontract services are those services provided on a contractual basis by individuals or organizations that are not employees of the applicant. List each specific subcontractor and the proposed subcontract amounts.</td>
</tr>
<tr>
<td>External/In-kind Funds</td>
<td>Identify any external or in-kind funds that will be used toward this program. Include amount and description of source. (Optional)</td>
</tr>
</tbody>
</table>
ATTACHMENT E

Non-Supplantation Certification

CONTRACTOR hereby certifies that:

a) Any and all funds received from the First 5 Sacramento Commission will be used exclusively to develop new projects, expand existing programs and/or services or to enhance existing programs and services for children who are 0-5 years of age.

b) CONTRACTOR has not, and will not in the future, utilize such funds to supplant State/local general funds, State Categorical funds, Federal or grant funds.

c) To the extent that CONTRACTOR utilizes funds received from the First 5 Sacramento Commission to replace state or federal categorical funds, CONTRACTOR can demonstrate, upon request by the COMMISSION, that such state or federal categorical funds have been used to increase the level of services provided to children 0-5 years of age.

d) Any funds received by CONTRACTOR under its agreement with the COMMISSION on for prior years have been used consistent with subsections (a)-(c) of this Certification.

NOTE: Failure to comply with the anti-supplantation requirements stated in this Certification, the Agreement with the COMMISSION and/or Revenue and Taxation Code Section 30131.4 shall constitute breach of any agreement with COMMISSION which shall result in termination of such agreement. If the COMMISSION determines that supplantation has occurred, CONTRACTOR shall also be required in accordance with the terms of the Agreement with the COMMISSION to reimburse the COMMISSION for all funds that were used in violation of this Certification, the Agreement with the COMMISSION, and/or Revenue and Taxation Code Section 30131.4.

________________________________
Proposer’s Agency

________________________________
Proposer’s Representative Signature

________________________________
Representative Printed Name

________________________________
Date
ATTACHMENT F  
Anti-Tobacco Policy

First 5 Merced Commission believes that a comprehensive anti-tobacco policy is consistent with the purpose and intent of the Children and Families Act. Therefore, First 5 Sacramento Commission contractors shall be required to certify that they are in compliance with this Anti-Tobacco Policy prior to receipt of funds.

Contractors/funded programs shall comply with the following policy provisions:

1. Dissemination of Smoking Cessation and Tobacco Related Health Information:
   - Contractor shall provide to staff, parents and/or clients:
     a. Information about smoking cessation and support programs;
     b. Information and materials about secondhand smoke and children.
   - The contractor shall encourage families with small children to not allow smoking in their homes and cars whenever and wherever children are present, including outdoors.
   - Informational materials shall be available at no cost to the contractor.

2. Tobacco Use in the Workplace:
   - All contractor worksites must be in compliance with section 6404.5 of the California Smoke-Free Labor Law (AB 13):
     “No employer shall knowingly or intentionally permit, and no person shall engage in, the smoking of tobacco products in an enclosed space at a place of employment.”
   - Contractors/funded programs shall prohibit the use of any tobacco product at any time in contractor owned vehicles, buildings, and within twenty (20) feet of building entryways or windows.
   - Contractors who rent or lease facilities shall be required to request that their landlord impose smoking restrictions in compliance with this policy.

3. Tobacco Industry Funding:
   - Contractors receiving funds from the tobacco industry are not eligible to receive funds from First 5 Sacramento Commission.

Note: For the purpose of this policy, the term “tobacco industry” is defined as any entity directly involved in the manufacturing or production of any tobacco product. Additionally this policy does not apply to funding sources such as the Tobacco Litigation Settlement Funds.

Policy Waivers: A Contractor/funded program may request a waiver from a provision of this policy providing that:
1. The request is submitted in writing to the Commission’s Executive Director, or Designee;

2. Contractor/Funded program can establish to the satisfaction of the Commission’s Executive Director, that compliance with a provision of this policy would negatively impact the contractor’s ability achieve program outcomes.

CERTIFICATION

I, the official named below, hereby declare that

______________________________
Organization Name

is or will be in compliance with the provisions of this anti-tobacco policy and that I am duly authorized legally to bind

______________________________
Organization Name

certification. I declare under penalty of perjury that the foregoing is true and correct.

Signed this day of ___________, 20__, in __________________, Sacramento County, California.

______________________________
Signature

______________________________
Printed Name / Title
ATTACHMENT G
GENERAL TERMS AND CONDITIONS FOR FIRST 5 CONTRACTORS

AGREEMENT BETWEEN MERCED COUNTY,
ON BEHALF OF FIRST 5 MERCED COUNTY

AND

_______________________

THIS AGREEMENT is made and entered into this__________, by and between the County of Merced, a political subdivision of the State of California (hereinafter referred to as “COUNTY”) on behalf of First 5 Merced County, established pursuant to County Ordinance 1747 in compliance of the Children and Families First Act of 1998 (hereinafter referred to as COMMISSION) and _________________________ (hereinafter referred to as CONTRACTOR).

WHEREAS, COMMISSION has received funds under the Children and Families First Act of 1998 (Proposition 10) to enhance and improve early childhood development for children age 0 through 5 and their families, within Merced County, and

WHEREAS, COMMISSION has adopted a Strategic Plan to implement services and programs to achieve the intent of the Act, and

WHEREAS, the Strategic Plan provides for procurement processes for the COMMISSION to select projects for funding to achieve desired services and programs, and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform such services, and

WHEREAS, COMMISSION utilizes relevant administrative structure, policies and procedures of the County to distribute those funds, and

WHEREAS, CONTRACTOR submitted a proposal (Agency, Program Name) which COMMISSION has determined is in support of the furtherance of the intentions of the Strategic Plan and the Act and warrants funding.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. **GENERAL**

   CONTRACTOR shall provide such services in a good and professional manner in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this agreement or modified herein:
CONTRACTOR warrants it has the expertise, appropriate licenses, support staff and facilities necessary to provide the services described in this Agreement.

2. **SCOPE OF WORK**

Services to be provided under this agreement by CONTRACTOR shall include all necessary services to fulfill the SCOPE OF WORK, Exhibit A, as set forth herein, and made part of this agreement. CONTRACTOR shall perform all such services as an independent CONTRACTOR; not as an agent or employee of the COUNTY.

CONTRACTOR shall conduct the approved project as stated in Exhibits A, B, and C.

3. **TERM**

The term of this agreement shall commence on the __________, and end the ______________, unless sooner terminated in accordance with Sections TERMINATION FOR CONVENIENCE, TERMINATION FOR CAUSE, and/or CONDITION SUBSEQUENT / NON-APPROPRIATION OF FUNDING as specified elsewhere in this agreement.

4. **COMPENSATION**

In consideration of CONTRACTOR performing such work as set forth under Section 2: SCOPE OF WORK, COMMISSION shall, through the County Auditor-Controller, pay CONTRACTOR for actual project expenses in accordance with the categories and amounts established in the line item budget attached as Exhibit B budget.

In no event shall the total payments exceed ____________ for the entirety of the contract term.

Additionally, unless otherwise modified as allowed under the terms of this Agreement, in no event shall the payments for any fiscal year within the contract term (if applicable) exceed the amounts as shown in Exhibit B, Budget, and below:

- Fiscal year 2020/2021: ________________
- Fiscal year 2021/2022: ________________

No other expenses shall be paid to CONTRACTOR without formal approval by the COMMISSION and amendment of this agreement.

CONTRACTOR may request revisions in the line item budget for the project as included in Exhibit B, Budget during the term of this agreement in accordance with
COMMISSION’S budget revision procedures.

Indirect costs cannot exceed ten percent (10%) of personnel costs less fringe benefits.

If any funds have not been completely expended as approved, or otherwise modified and subsequently approved, at the end of any fiscal year within the term as described in Exhibit B, Budget, or at the end of the term of this agreement, CONTRACTOR shall return such funds to the COMMISSION.

CONTRACTOR warrants that no employee, volunteer, agent or independent subcontractor of CONTRACTOR who has been convicted of a felony or against whom a civil judgment has been entered based upon misappropriation of funds or similar action shall have authority or discretion in any way relating to funding provided to CONTRACTOR by COMMISSION such to be able to control disbursements/withdrawals of said funds.

CONTRACTOR warrants that all employees and volunteers, and employees and volunteers of agents or subcontractors of CONTRACTOR, who will have direct contact with service recipients in the course of providing services outlined in the Scope of Work, shall have finger print clearance through an entity determined by COMMISSION, prior to direct contact with service recipients. Documentation demonstrating this clearance shall be kept on file for examination by COMMISSION at its discretion.

5. TERMS OF PAYMENT

Payment for project expenses and satisfactory performance of such services set forth in Section 2: SCOPE OF WORK of this agreement shall be made in the following manner:

CONTRACTOR shall submit invoices, using Exhibit D, Invoice Form, on a quarterly basis, unless otherwise directed on an alternative schedule, for reimbursement of actual project expenses incurred during the previous period.

Invoices required quarterly are to be submitted by the following dates each fiscal year:

- October 31 for program expenses from July 1 – September 30
- January 31 for program expenses from October 1 – December 31
- April 30 for program expenses from January 1 – March 31
- July 31 for program expenses from April 1 – June 30

Invoices are to be accompanied by all required supporting documentation necessary to demonstrate that expenses incurred are consistent with the approved budget and budget narrative in this agreement.

CONTRACTOR may receive an advanced payment of funds provided for under the Compensation section of this Agreement when deemed to be in the interests of furthering the aims of the COMMISSION’s strategic plan and subsequent to
COMMISSION’S approval.

In order to be considered complete for processing for payment, invoices shall be prepared in accordance with Exhibit D, Invoice Form.

The COMMISSION may request any additional information or supporting data as deemed necessary for COMMISSION to properly evaluate or process CONTRACTOR’S invoice.

Upon approval by COMMISSION, the sum due hereunder shall be paid to CONTRACTOR through the disbursement process of the COUNTY in a timely manner. Payments will be held if CONTRACTOR is delinquent with any required reports or other submission requirements under this agreement.

Failure to comply with invoice submission and all related submittal requirements may result in the assessment of a late fee that reduces the amount of payment due to CONTRACTOR, per the COMMISSION’S procedures for late submission penalties.

Address for the purpose of remitting payment is as follows:

<table>
<thead>
<tr>
<th>Agency name</th>
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<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City, State, Zip code</td>
</tr>
<tr>
<td>First and Last Name, Title</td>
</tr>
</tbody>
</table>

If no expenses are incurred by CONTRACTOR in any reporting period, CONTRACTOR shall submit a letter to COMMISSION by the invoice submission deadlines, stating such.

6. NON-SUPPLANTATION

CONTRACTOR shall abide by the intent of the California Children and Families Act of 1998, and Section 30131.4 of the Revenue and Taxation Code which states: “All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of service and not to fund existing levels of service."

CONTRACTOR warrants that no funds provided by COMMISSION shall be used to supplant existing funds from any source for any purpose.

7. SERVICES FOR CHILDREN AGE 0-5 YEARS AND THEIR FAMILIES

CONTRACTOR shall abide by the intent of the California Children and Families Act of 1998, and Section 130100 of the Health and Safety Code, which states the program is created for the "purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. Funds provided under this agreement shall be used solely for the benefit of, and/or
services to, children 0-5 and their families.

8. **EVALUATION AND MONITORING**

Services provided by CONTRACTOR shall be evaluated. CONTRACTOR shall submit evaluation data and related reports, and otherwise participate in the First 5 evaluation, using approved evaluation methods.

Required evaluation data shall be submitted on a regular basis as determined by the First 5 evaluation requirements.

Services provided by CONTRACTOR shall be monitored through quarterly, or as COMMISSION requires, program progress reporting and site visits.

Program progress reporting will be required on a regular basis to ensure compliance with contractual obligations.

At least once per year, the COMMISSION shall conduct a site visit as part of this monitoring process. Unless exercised sooner in accordance with Section 21: RECORDS AND INSPECTION, the COMMISSION may include the examination and auditing of records relating to program services during site visits.

Any deficiencies noted in the provision of services may be addressed by COMMISSION through a corrective action plan in order to remedy any identified deficiency(-ies).

Payments will be held if CONTRACTOR is delinquent with any required reports or submission requirements under this agreement or otherwise fails to address any deficiencies noted in the provision of services.

9. **TOBACCO & NUTRITION**

During the term of this agreement, CONTRACTOR agrees to:

Maintain a tobacco free environment on CONTRACTOR’S property including inside agency buildings and vehicles, and outside of building entrances within 15 feet of facilities or 25 feet of children’s play areas, and as otherwise required by law.

Provide referral information to staff and/or clients on smoking cessation and support programs, and the dangers of second hand smoke, as applicable.

If CONTRACTOR is a family day care provider, CONTRACTOR acknowledges that smoking in a private residence during the hours of operation as a licensed family day care home is prohibited by California law.

If CONTRACTOR is a licensed childcare center, CONTRACTOR acknowledges that smoking on the premises is prohibited by California law.

Provide healthy food and snack options when meals or foods are provided during
the course of implementing the Scope of Work, per the approved budget, Exhibit B.

10. **AUDITS & REPORTS**

Annually, CONTRACTOR shall be responsible for the procurement and performance of an independent fiscal and compliance audit. Any audit undertaken must be performed in accordance with the following standards: Generally Accepted Auditing Standards, Governmental Auditing Standards, and OMB Circular A-133.

CONTRACTOR shall submit to COMMISSION within one hundred twenty (120) days of CONTRACTOR'S fiscal year-end the completed audit for the prior year.

An audit of a public agency, when performed pursuant to state law, will meet the requirements of this section.

COMMISSION reserves the right to require a program specific audit at COMMISSION'S discretion.

COMMISSION may request additional reports as deemed necessary or as required by the California State Children and Families Commission.

11. **TERMINATION FOR CONVENIENCE**

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COMMISSION at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COMMISSION shall have no further liability to CONTRACTOR except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COMMISSION. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

12. **TERMINATION FOR CAUSE**

The COMMISSION may terminate this Agreement for and be relieved of making any payments to CONTRACTOR, and all duties to contractor should the CONTRACTOR fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COMMISSION may proceed with the work in any manner deemed proper by the COMMISSION. All costs to the COMMISSION shall be deducted from any sum otherwise due the contractor and the balance, if any, shall be paid to the CONTRACTOR upon demand. Such remedy is in addition to such other remedies as may be available to the COMMISSION provided by law.

13. **CONDITION SUBSEQUENT / NON-APPROPRIATION OF FUNDING**
The compensation paid to CONTRACTOR pursuant to this Agreement is based on COMMISSION’S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, COMMISSION, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation and/or continued retention of the necessary funds. In the event that funding is terminated and/or previously approved funds are de-appropriated or otherwise recaptured by the original funding entity, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COMMISSION arising from this Agreement shall be immediately discharged. COMMISSION agrees to inform CONTRACTOR no later than ten (10) calendar days after the COMMISSION determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COMMISSION prior to the final date for which funding is available. In the alternative, COMMISSION and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party’s rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COMMISSION may, if funding is provided to the COMMISSION in the form of promises to pay at a later date, whether referred to as “government warrants,” “IOUs,” or by any other name, the COMMISSION may, in its sole discretion, provide similar promises to pay to the CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash funding becomes available.

14. ASSESSMENT FOR LEVERAGING FUNDING

CONTRACTOR agrees to partner with COMMISSION in participating in necessary activities to assess opportunities for, and leverage external funding from, non-First 5 funding sources, as may be available for services described in CONTRACTOR’ S Scope of Work.

15. EXTENSION OF CONTRACT

In the event the CONTRACTOR offers to supply their service for the same price as awarded from the result of this proposal for any succeeding period, or in the event the CONTRACTOR is willing to negotiate any justifiable price increase at the time of any succeeding Contract renewal period, if applicable, and it would be economical and in the best interest of COMMISSION, and provided the services have been to the satisfaction of COMMISSION, COMMISSION reserves the right to extend any Contract resulting from this proposal on a term-by-term basis to the CONTRACTOR awarded the Contract.

16. MODIFICATION OF AGREEMENT
Notwithstanding any of the provisions of this agreement, the parties hereafter, by mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law and which are signed by both parties. For any proposed revisions, CONTRACTOR shall submit a revised Scope of Work, Budget and/or Budget Narrative, for review and action by COMMISSION and/or COMMISSION Executive Director, per COMMISSION’S contract revision processes. In the event of any proposed modifications to CONTRACTOR’S budget, a budget revision must be approved prior to the expenditure of any funds in excess of prior-approved amounts.

17. **DURABLE EQUIPMENT**

Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expenses pursuant to the budget document attached as Exhibit B, having a useful life of three (3) years or greater or a value in excess of Five Thousand Dollars ($5,000.00), shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the COMMISSION at the termination of this Agreement unless the COMMISSION, at its sole discretion, makes an alternative disposition.

18. **CHANGES IN CONDITION**

CONTRACTOR agrees to provide written notice within 14 calendar days to the COMMISSION if significant changes or events occur during the term of this agreement which could potentially impact CONTRACTOR’S progress toward, or completion of, the Scope of Work, including, but not limited to changes in CONTRACTOR’S management personnel, loss of funding, or revocation of the CONTRACTOR’S tax-exempt status, business license or permit.

19. **ATTRIBUTION**

CONTRACTOR will ensure that all publications, including but not limited to media activities, posters, conferences, brochures, etc., that are used in the approved project shall include a statement that the project is funded by “FIRST 5 Merced County” with the official COMMISSION logo. (Official logo shall be provided CONTRACTOR for such use.) The cost for any materials not meeting the above provisions may not be reimbursed under this Agreement at the sole discretion of COMMISSION.

CONTRACTOR shall be required on occasion to disseminate COMMISSION materials on various issues to further the objectives of COMMISSION’S Strategic Plan. Such materials will be provided to CONTRACTOR with reasonable notice and instructions for dissemination.

20. **PROGRAM INCOME**
In the event that any funds provided under this agreement result in program income for CONTRACTOR (i.e., funds received from third party payor sources of any nature), COMMISSION may off-set future disbursements to CONTRACTOR in an amount up to the program income amount, at the COMMISSION’S sole discretion. CONTRACTOR shall notify and receive COMMISSION approval, prior to incurring any expenses of COMMISSION funds that may result in the earning of program income that COMMISSION may deduct from future disbursements.

21. **INSURANCE**

CONTRACTOR shall purchase and maintain the following type of insurance for minimum limits indicated during the term of this agreement and provide Certificates of Insurance evidencing such coverage to the COMMISSION Attn: Certificates of Insurance, 260 E. 15th Street, Merced, California 95341. Certificates of Insurance shall be submitted to the COMMISSION within the first 90 calendar days of the contract term.

1. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer’s subrogation rights against the County.

(Note to Buyer – Waiver of auto & workers comp insurance “Use this clause only when appropriate to SCOPE OF WORK. If in doubt, coordinate with Risk Management”).

4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.

(Note to preparer of this agreement: Professional Liability, as indicated below should, only be inserted when contracting for clinical, medical, health, accounting, legal, insurance, advertising, architectural/engineering, or computer programming services.)

5. Professional Liability: $1,000,000 limit per occurrence and $5,000,000
annual aggregate limit covering Contractors wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

Insurance Conditions

Insurance is to be placed with admitted insurers rated by A.M. Best Co. As A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the COUNTY Risk Manager.

Each of the above required policies shall be endorsed to provide the COUNTY and the COMMISSION with 30 days prior written notice of cancellation. Neither the County nor the COMMISSION is liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this agreement.

22. INDEMNIFICATION

CONTRACTOR has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless COMMISSION, its governing board, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONTRACTOR.

CONTRACTOR'S liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the CONTRACTOR, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COMMISSION. This duty shall arise at the first claim or allegation of liability against COMMISSION. CONTRACTOR will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted.

23. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR is an independent CONTRACTOR in the performance of the work duties and obligations devolving upon CONTRACTOR under this agreement. COUNTY and/or COMMISSION shall neither have, nor exercise any control or direction over the methods by which CONTRACTOR shall perform his professional work and functions. The sole interest and responsibility of the COUNTY and the COMMISSION is to assure that the services covered by this agreement shall be performed and rendered in a
competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and CONTRACTOR shall hold COUNTY and COMMISSION harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers compensation, unemployment insurance, social security, income tax, other statutes or codes applying to CONTRACTOR, or its sub-CONTRACTORS and employees, if any.

It is mutually agreed and understood that CONTRACTOR, its sub-CONTRACTORS and employees, if any, shall have no claim under this agreement or otherwise against the COUNTY or the COMMISSION for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

24. RECORDS AND INSPECTIONS

CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this agreement. To the extent permitted by law, the COUNTY and/or the COMMISSION shall have free access at all proper times or until the expiration of seven (7) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, premises, procedures, and activities pertaining to this agreement.

25. QUALITY OF SERVICE

CONTRACTOR shall comply with all applicable Federal, State and local laws, ordinances, codes and regulations in performing its services. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its reports, and other related items or services.

26. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the COUNTY and/or the COMMISSION as provided in this agreement are expressly conditioned upon the CONTRACTORS compliance with the provisions of the contract to the personal satisfaction of the COMMISSION and the COMMISSION shall determine compliance in good faith and as a reasonable person would under the circumstances.

27. COMPLETENESS OF AGREEMENT

This agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the agreement or any part thereof shall have any validity or bind any of the parties hereto.
28. COUNTY NOT OBLIGATED TO THIRD PARTIES

Neither the COUNTY nor the COMMISSION shall be obligated or liable hereunder to any party other than CONTRACTOR.

29. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The CONTRACTOR, the COUNTY and the COMMISSION agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, lobbying, and all other matters applicable to the CONTRACTOR, COUNTY and the COMMISSION, their sub-grantees, CONTRACTORS, or subcontractor and their work.

30. COUNTY’S AND COMMISSION’S RIGHTS NOT WAIVED BY PAYMENTS

In no event shall the making, by the COMMISSION, of any payment to CONTRACTOR constitute, or be construed as, a waiver by the COMMISSION or the County of any breach of covenant, or any default which may then exist, on the part of the CONTRACTOR, and the making of any such payment by the COMMISSION while any such breach or default shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under the agreement.

31. SUBCONTRACTS

CONTRACTOR assumes full responsibility for all services and activities covered by this Agreement, whether or not directly provided by CONTRACTOR. CONTRACTOR shall be considered the sole point of contact regarding contractual matters, including payment of any and all charges resulting from this Agreement.

If CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services covered by this Agreement, any such subcontract in excess of $5,000 shall be in writing, containing a proposed Scope of Work and Budget, and be subject to the review and action by COMMISSION prior to approval and execution.

COMMISSION shall have the right to reject any such proposed subcontract. Any such subcontract, together with all other activities by or caused by CONTRACTOR, shall not require compensation greater than the approved total program budget as set forth in Attachment B to this Agreement.

CONTRACTOR shall be responsible to COMMISSION for the proper performance of any subcontract.

Subcontractors shall be subject to the same terms, conditions, data collection, and other reporting requirements, that CONTRACTOR is subject to under this
32. **PERSONNEL**

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. All of the services required hereunder will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONTRACTOR’S personnel are expressly agreed to be the employees of the CONTRACTOR and not the employees of the COUNTY.

33. **NOTICES**

All notices, requests, demands or other communications under this agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

1) Personal delivery. When personally delivered to the recipient. Notice is effective upon delivery.

2) First class mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

3) Certified mail. When mailed certified mail, return receipt requested. Notice is effective upon receipt, if delivery is confirmed by a return receipt.

4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the senders account. Notice is effective on delivery, if delivery is confirmed by the delivery service.

5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purposes of giving notice are as follows:

<table>
<thead>
<tr>
<th>COMMISSION</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 5 Merced County</td>
<td>Agency name</td>
</tr>
<tr>
<td>260 E. 15th Street</td>
<td>Address</td>
</tr>
<tr>
<td>Merced, CA 95341</td>
<td>City, State, Zip code</td>
</tr>
<tr>
<td>Attn: Executive Director</td>
<td>First and Last Name, Title</td>
</tr>
</tbody>
</table>

b) Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission by the party to be notified shall be deemed effective
as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery services.

c) Any party may changes its address or fax number by giving the other party notice of the change in any manner permitted by this agreement.

34. **APPLICABLE LAW**

All parties agree that this agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties to this agreement are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this agreement, any dispute concerning any question of fact or law arising under this agreement, which is not disposed of by agreement between the parties shall be decided by a Court of competent jurisdiction of the State of California.

35. **WAIVER**

Both parties reserve the right to waive any breach of this agreement and no waiver of any breach, failure of any term or any right to remedy contained in or granted by this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. This waiver shall not be construed as a waiver of any subsequent breach or failure of the same term, provision or condition or a waiver of any other term or condition in this agreement. This waiver does not establish or evidence any course of dealing between the parties.

36. **BREACH OF CONTRACT**

Upon breach of the agreement by CONTRACTOR, the COUNTY and the COMMISSION shall have all remedies, both in equity and/or at law, necessary to recover and satisfy CONTRACTOR’S obligation which it failed to provide as prescribed under the agreement.

37. **REMEDY FOR BREACH AND RIGHT TO CURE**

If CONTRACTOR fails to perform any agreement or obligation contained in this agreement, the COMMISSION may itself perform, or cause the performance of, such agreement and obligation. In that event, CONTRACTOR will on demand, fully reimburse the COMMISSION for all such expenditures. Alternatively, the COMMISSION at its option, may deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the COMMISSION by law or as otherwise stated in this agreement.
38. **SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of the agreement shall be binding and in full force and effect and inure to the benefit of the successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

39. **CONFLICT OF INTEREST**

CONTRACTOR warrants and covenants that no official or employee of the COUNTY, or the COMMISSION nor any business entity in which an official of the COUNTY or the COMMISSION has an interest has been employed or retained to solicit or aid in the procuring of the agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the COMMISSION.

40. **EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR shall comply with U.S. Executive Order 11246 entitled, Equal Employment Opportunity as amended by U.S. Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations (41 CFC Chapter 60).

41. **UNRUH CIVIL RIGHTS ACT**

Pursuant to §51.5 of the California Civil Code, CONTRACTOR shall not discriminate or in any way limit access to the business services to be performed under this agreement on the basis of race, creed, religion, color, national origin, sex, disability or medical condition.

42. **SECULAR ACTIVITIES**

CONTRACTOR, in the performance of the services pursuant to this agreement, shall refrain from any religious teaching, instruction, indoctrination, proselytizing, exposure or discussion. All services provided shall be secular and CONTRACTOR shall have the obligation to ensure compliance with this provision by employees or anyone under CONTRACTOR’S control. The failure of CONTRACTOR to comply with this provision shall be deemed a material breach of this agreement.

43. **DRUG-FREE WORK PLACE**

CONTRACTOR shall comply with the provisions for a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988 or as last revised.

44. **CAPTIONS**
The captions of each paragraph in the agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the agreement or in any way affect it.

45. **ASSIGNMENT**

CONTRACTOR shall not subcontract or consign this agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining written consent by COUNTY and COMMISSION.

46. **FEDERAL, STATE, AND LOCAL TAXES**

CONTRACTOR shall pay all taxes lawfully imposed upon it with respect to this agreement or any product delivered with respect to this agreement. COUNTY and COMMISSION make no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on CONTRACTOR.

47. **SEVERABILITY**

If a court or an arbitrator of competent jurisdiction holds any provision of this agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

48. **COPIES OF AGREEMENT**

This agreement is executed in counterparts, each of which shall be deemed a duplicate original.

**COMMISSION**

Date:___________ Signature:__________________________

Scott Waite,  
Executive Director, First 5 Merced County

**CONTRACTOR**

Date:___________ Signature:__________________________

First and Last name, Title  
Agency Name

**APPROVED AS TO LEGALITY**
AND FORM

Date: ___________       Signature: ___________________________________

Tom Ebersole,
Counsel for First 5 Merced County
LETTER OF INTENT

Agency/Organization/Individual Name:

Contact Person: Title:

Address:

Phone: E-Mail:

RFP Title: Developmental Screenings and Centralized Referrals

RFP #: First 5 Contact: Scott Waite

Indicate how you plan to submit your proposal (circle): Electronic Mail Hand Delivery

Please provide a brief description of the key activities or services you plan to propose in response to the RFA. Include a list of potential subcontractors. Limit responses to one page.

_____________________________________  ______________________
Signature of Authorized Agent    Date

Print Name of Authorized Agent

A signed Letter of Intent must be received by 5:00 p.m. on Monday November 16, 2020 by electronic submission to: Xee Lor. It is the responsibility of the proposer to ensure that the Letter of Intent is received by the deadline. Letters of Intent received after the deadline will not be accepted. Failure to submit a complete Letter of Intent will prevent your proposal from being accepted for consideration.
Executive Director -

- **IMPACT 2020**
  - The final invoice, report and dataset for the original 5 year IMPACT contract have been completed and submitted to First 5 California.

- **Strategic Plan Implementation**
  - Now that the Commission has approved the First 5 Merced Strategic Plan 2020-2025, staff has started to develop new application. Over the next few months staff will develop and release the applications below.
    - Request for Applications – ACES Community Coalition “ACES Merced”
    - Request for Applications – Community Resource & Referral
    - Request for Applications – Family Resource Center (FRC) Planning Grant
    - Request for Applications – Capacity Building
    - Study Session: First 5 Merced Minimum Fund Balance

- **Audit**
  - Over the last two months First 5 Merced and Brown Armstrong have been working to complete the FY 19/20 Audit Report before the October 30, 2020 deadline. For the first time the audit was complete at a distance due to COVID-19. This created a few challenges but staff was able to navigate and a draft of the FY 19/20 is included in this agenda packet. Once approved it will be submitted to First 5 California and the California State Controllers Officer.

- **COVID-19**
  - First 5 Merced staff has continued to assist the Public Health Department with the response to the COVID-19 Pandemic. This has included safety logistics and support for community testing. Staff continues to document time spend as Disaster Service Workers (DSW) to potentially receive reimbursement.
• Staffing
  o First 5 Program Specialist – First 5 Merced received over 20 qualified applicants for this position. Interviews were conducted on October 14, 2020 that consisted of both a panel interview and practical exercise. First 5 Merced has made a conditional offer to a highly qualified individual with a strong background in health. The offer was accepted and a start date is being identified, it is anticipated that this new team member will join during the month on November.
  o Support Services Analyst – First 5 Merced and Public Health received a list of eligible candidates with over 100 qualified applicants. Interviews were conducted on October 16, 2020 with the goal of identifying 3 candidates (2 for Public Health and 1 for First 5). At this time, an offer has been made to the top qualified candidates.
  o Communications/Outreach – Staff is developing a job description and duty statement for a new position. Neighboring First 5s have been generous enough to share similar job descriptions. The goal is to start the recruitment by the start of 2021.

• Attachments
  o 2020 Legislative Session Overview from the First 5 Association
  o 2020 Legislative Tracker from the First 5 Association
2020 Legislative Session Overview

The 2020 legislation session officially adjourned and the Governor signed or vetoed all bills that were sent to his desk. Given the State of Emergency and truncated timeline for policy hearings, many bills did not continue on through the legislative process. The below synopsis provides the status of the bills that the First 5 Association supported, along with other key early childhood development (ECD) bills.

The Association’s final bill tracker can be [here](#). Please contact Margot with any questions: margot@first5association.org.

I. Signed by the Governor:

**SB 1383 (Jackson): Unlawful employment practice: family leave**
This law will expand Paid Family Leave (PFL) benefits to employees of employers with 5 or more employees, and provides unpaid job-protected leave for employees for up to 12 weeks, over a 12-month period, to bond with a newborn, adopted, or foster child, care for a seriously ill family member.


**AB 1876: EITC Expansion to ITINs Filers**
Last year, the California Earned Income Tax Credit (EITC) was significantly expanded and the Young Child Tax Credit (YCTC) was added for qualifying parents with children under age 6. The Association has supported the effort to expand the EITC to individuals who file using an Individual Tax Identification Number (ITIN). Through AB 1876 and the FY 20-21 Budget Negotiations, the EITC and YCTC will now be expanded to over 600,000 individuals and 200,000 children, putting money back in the pockets of families throughout California.


**SB 793 (Hill): Flavored tobacco products** *
Recognizing the prolific uptake of youth vaping habits, this law would prohibit tobacco retailers from selling flavored tobacco products, including menthol products, and sets a fine of $250 for each violation. Local ordinances with similar flavors restrictions remain in place.
Status: Signed into law. While scheduled to take effect January 1, 2021, a referendum was filed to overturn the statewide flavors ban. If the measure qualifies for the 2022 ballot, SB 793 implementation will be delayed until voters ultimately decide. Additional materials and factsheets produced by the Tobacco Free Kids Coalition can be found here.

II. Vetoed by the Governor:

AB 2405 (Burke): Right to safe, decent, and affordable housing
This bill declared that every individual in California has the right to safe, decent, and affordable housing. This right would mean housing is provided across the continuum of need and not just the shelter system. The bill contains methods to prevent individuals from losing their homes in the first place, including providing the funding and resources necessary to increase the supply of affordable units and addresses homelessness with a trauma-informed approach.

Status: The bill was vetoed, citing cost pressures, which could exceed $10 billion -- see veto message here.

AB 2164 (Salas & Rivas): Telehealth
Telehealth is crucial to ensuring the delivery of reliable care, such as medical, dental, and mental to the most vulnerable populations. This bill supports health centers to integrate virtual care innovation and technology into their programs. This bill expands the access of care by enabling FQHCs and RHCs to establish patients via telehealth at community sites, such as schools, early learning sites and nursing homes.

Status: The bill was vetoed, citing cost constraints and current work underway at DHCS -- see veto message here.

AB 2360 (Maienschein): Telehealth: mental health
This bill required health care plans and insurers subject to Knox-Keene to establish or provide access to a telehealth consultation program, and providers who treat children, pregnant and up to 1-year postpartum people, with access to a psychiatric consultation program by July 1, 2021. The bill would also require guidance on evidence-based treatment options as well as specialized training for providers, communicating information on the telehealth program at least twice a year in writing, authorize the triaging provider to make appropriate referrals in-network, and for plans/insurers to monitor utilization data.

Status: The bill was vetoed, citing cost constraints -- see veto message here.
III. Other Early Childhood Development Bills of Interest to the Network

SB 803 (Beall) Mental health services: peer support specialist certification
For the two fiscal years from 2020-22, this bill authorized DHCS to use Prop 63 funding to establish and administer a peer support specialist certification program, including to cover state administrative costs. DHCS would be required to create a certifying body, fee structure, curriculum and core competencies for licensing. Medi-Cal reimbursement for peer support specialist services would only be available if DHCS can get federal cost-sharing approval, and DHCS would have to adopt regulations by January 1, 2022. The provisions emphasize support for families throughout, and culturally competent and trauma-informed services.


AB 3216 (Kalra & Gonzalez): Unemployment: rehiring and retention: state of emergency
This bill would require an employer to offer its laid-off employees specified information about job positions that become available for which the laid-off employees are qualified, and to offer positions to those laid-off employees based on a preference system, largely based on years of service.

Status: This bill was vetoed by the Governor, saying the bill was too prescriptive and citing concerns for the hospitality industry. The Governor encouraged the legislative to re-examine the issue next session. Full veto message can be found here.

AB 826 (Santiago): Emergency Food Assistance: COVID-19
AB 826, co-sponsored by the California Association of Food Banks, CHIRLA and the Western Center on Law and Poverty, would establish a one-time fund to provide emergency food assistance for low-income Californians, regardless of legal status, financially struggling due to COVID-19. Each eligible adult would receive $600 to spend on groceries. With over 7 million Californians applying for unemployment insurance since March, this bill is crucial to address widespread food insecurity in our state.

Status: Vetoed by the Governor, citing that this administration is supporting food security programs inclusive of undocumented Californians. Full veto message can be found here.
### Resilient Families

<table>
<thead>
<tr>
<th>Bill Number</th>
<th>Author</th>
<th>Description</th>
<th>Position</th>
<th>Status</th>
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<tbody>
<tr>
<td>AB 1593</td>
<td>Reyes (D-San Bernardino)</td>
<td>Personal Income Taxes: earned income credit. This bill would expand the Earned Income Tax Credit to tax filers with Individuals Tax Identification Number (ITIN). It would be prohibited to use these documents as evidence of an individual's citizenship or immigration status. Association is also supporting corresponding budget request.</td>
<td>Support</td>
<td>Stalled, but extended EITC to ITNs filers with children under age 6 in budget; re-introduced late in session as AB 1876 to expand to all ITN filers – AB 1876 Signed into Law</td>
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<tr>
<td>AB 1876</td>
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<tr>
<td>AB 2405</td>
<td>Burke (D-Inglewood)</td>
<td>Right to safe, decent, and affordable housing. This bill would require local jurisdictions to establish and submit to the Department of Housing and Community Development an actionable plan to house their homeless populations based on their latest point-in-time count. This bill would declare that every individual has the right to safe, decent, and affordable housing. Would require relevant state agencies and departments to consider this when revising, adopting, or establishing policies and regulations. Would impose a state-mandated local program.</td>
<td>Support</td>
<td>Vetoed by Governor – see veto message</td>
</tr>
<tr>
<td>SB 1383</td>
<td>Jackson (D-Santa Barbara)</td>
<td>Unlawful employment practice: family leave. Applies to employees of employers with 5 or more employees. Provides unpaid job-protected leave for employees for up to 12 weeks, over a 12 month period, to bond with a newborn, adopted, or foster child, care for a seriously ill family member, address military exigency, or care for their own serious illness under the California Family Rights Act. Additionally provides job-protected leave for pregnancy and childbirth related disability, under the Pregnancy Disability leave Act.</td>
<td>Support</td>
<td>Signed into Law</td>
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</table>

Questions? Contact Margot Grant Gould at margot@first5association.org or 510.227.6968.
<table>
<thead>
<tr>
<th>Bill Number</th>
<th>Sponsor</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
</table>
| AB 898      | Wicks (D-Berkeley) | *Early and Periodic Screening Diagnosis, and Treatment services: behavioral health.*  
Currently, less than 5 percent of eligible children receive mental health services under the Medi-Cal program, and fewer than 3 percent receive ongoing clinical treatment. These estimates do not account for the children whose behavioral health needs diverge from strict diagnostic criteria required under EPSDT, many of which affect so many low-income children.  
This bill would create the Children's Behavioral Health Action Team to identify strategies and ways to connect children to critical behavioral health and EPSDT services. The First 5 Association or a designee is named as one of the 30 stakeholders in this group.  
*The bill is sponsored by the California Children's Trust.* | Support-Held in Senate Appropriations |
| AB 526      | Petrie-Norris (D-Laguna Beach) | *Medi-Cal: California Special Supplemental Nutrition Program for Women, Infants, and Children.*  
Currently, an estimated 120,000 kids, infants, and pregnant women are enrolled in WIC, but do not receive Medi-Cal benefits, despite eligibility. This bill will establish an expedited pathway for Medi-Cal enrollment based on existing information obtained through WIC. If a WIC applicant does not show Medi-Cal enrollment based on a query to the Medi-Cal database (MEDS), the applicant could initiate Express Lane Eligibility enrollment for Medi-Cal using the WIC eligibility findings.  
<table>
<thead>
<tr>
<th>Bill No.</th>
<th>Sponsor &amp; District</th>
<th>Description</th>
<th>Status</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>AB 2164</td>
<td>Salas (D-Bakersfield) &amp; Rivas (D-Arleta)</td>
<td>* Was amended to include AB 2007. * Telehealth. This bill would provide that an FQHC or RHC “visit” includes an encounter between an FQHC or RHC patient and a health care provider using telehealth by synchronous interaction or asynchronous store. The bill would specify that an FQHC or RHC is not precluded from establishing a patient who is located within the FQHC’s or RHC’s federal designated service area through synchronous interaction or asynchronous store and forward as of the date of service if specified requirements are met. The bill would require the department to adopt regulations, as specified, and to provide a status report to the Legislature on a semiannual basis until those regulations have been adopted. As was done in AB 2007, clarify that FQHC/ RHC can &quot;establish a patient&quot; using telehealth. This will still fix the provider manual challenges that are impacting the Virtual Dental Home. The bill would make these provisions inoperative 180 days after the state of emergency for the COVID-19 pandemic has been terminated.</td>
<td>Support</td>
<td>Vetted by Governor – see veto message</td>
</tr>
<tr>
<td>AB 2360</td>
<td>Maienschein (D-San Diego)</td>
<td>* Telehealth: mental health. * This bill would require health care service plans and health insurers, by July 1, 2021, to establish or provide access to a telehealth consultation program that meets specified criteria and provides providers who treat children and pregnant women and certain postpartum persons with access to a mental health consultation program. The bill would require the consultation by a mental health clinician with expertise appropriate for pregnant, postpartum, and pediatric patients to be conducted by telephone or telehealth video and to include guidance on the range of evidence-based treatment options, screening tools, and referrals.</td>
<td>Support</td>
<td>Vetted by Governor – see veto message</td>
</tr>
<tr>
<td>SB 793</td>
<td>Hill (D-San Mateo)</td>
<td>* Flavored tobacco products. * This bill would prohibit a tobacco retailer from selling a flavored tobacco product, without preempting local ordinances related to the prohibition on the sale of flavored tobacco products. A violation of this prohibition would result in a fine of $250 for each violation.</td>
<td>Support</td>
<td>Signed into law – Referendum filed to overturn Flavors Ban – see additional info here</td>
</tr>
</tbody>
</table>

**Quality Early Learning**

<table>
<thead>
<tr>
<th>Bill No.</th>
<th>Sponsor &amp; District</th>
<th>Description</th>
<th>Status</th>
<th>Action</th>
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<tbody>
<tr>
<td>AB 125</td>
<td>McCarty (D-Sacramento)</td>
<td>* Early Childhood Education: reimbursement rates. * This bill would provide that it is the intent of the Legislature to enact legislation that would establish a single regionalized state reimbursement rate system for childcare, preschool, and early learning services that would achieve specified objectives.</td>
<td>Support</td>
<td>Held in Senate Appropriations</td>
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*Sponsored by First 5 CA, CCRC, and EveryChild CA*
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<tbody>
<tr>
<td>AB 324</td>
<td>Aguiar-Curry (D-Winters)</td>
<td><em>Childcare services: state subsidized childcare: professional support stipends.</em>&lt;br&gt;The bill revamps the AB 212 stipend program for subsidized childcare professional development. This bill would require CDE to develop guidelines for the use of these professional support stipends, with the goal of creating guidelines that create a standardized, effective, and measurable funding program, while still allowing for local flexibility. AB 324 would also expand the availability of professional support stipends to all qualified child care providers who work directly with children who receive state-subsidized child care services.&lt;br&gt;<em>Sponsored by First 5 CA.</em></td>
<td>Held in Senate Appropriations</td>
<td>Bill language adopted in trailer bill around $195 million for one-time Professional Development Funding. Bill still applicable to current AB 212 stipends; this money was swept in the 2020 Budget.</td>
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<td>AB 2986</td>
<td>Reyes (D-Grand Terrace)</td>
<td><em>Family childcare education networks.</em>&lt;br&gt;Continuation of AB 2001 (Reyes). This bill would require family childcare home education network programs to include additional components in their educational objectives for family childcare homes that serve families eligible for subsidized care. This includes appropriate tools for provider assessments and developmental portfolios for each child, as well as including parent involvement opportunities. The contractors will also need to conduct site visits and offer training and technical assistance. The program providers will also have to adopt and use curriculum and provide age-appropriate and developmentally appropriate educational activities for children.&lt;br&gt;<em>Sponsored by Child Care Resource Center</em></td>
<td>Held at Authors Request</td>
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<tr>
<td>SB 174</td>
<td>Leyva (D-Chino)</td>
<td><em>Early Childhood Education: reimbursement rates.</em>&lt;br&gt;This bill would provide that it is the intent of the Legislature to enact legislation that would establish a single regionalized state reimbursement rate system for childcare, preschool, and early learning services that would achieve specified objectives.&lt;br&gt;<em>Sponsored by First 5 CA, CCRC, and EveryChild CA</em></td>
<td>Held in Assembly Appropriations.</td>
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<td>HR 2</td>
<td>DeFazio (D-OR)</td>
<td>The Moving Forward Act.</td>
<td>Stimulus package that includes funding for other critical infrastructure needs, in addition to child care, including: $30 billion for infrastructure updates to hospitals, strengthen the delivery of care, and increase capacity for community-based care. $100 billion to reduce housing inequalities, create jobs, and preserve existing affordable housing units. <em>(contains Child Care is Infrastructure Act)</em></td>
<td>Support; awaiting Senate committee referral</td>
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<tr>
<td>HR 7027</td>
<td>DeLauro (D-Connecticut) &amp; Murray (D-Washington) &amp; Scott (D-Virginia)</td>
<td>Child Care is Essential Act.</td>
<td>This act would provide $50 billion in funding to stabilize the child care industry. The new Child Care Stabilization Fund would be part of the CCDBG program, and would provide grant funding to child care providers to stabilize the child care sector and support providers to safely reopen and operate.</td>
<td>Support; referred to Senate Appropriations</td>
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<tr>
<td>HR 7201</td>
<td>Clark (D-MA)</td>
<td>Child Care is Infrastructure Act.</td>
<td>H.R. 7201 will provide a $10 billion investment in our nation’s child care infrastructure over the next 5 years and provide dedicated technical assistance resources through experienced intermediaries like Community Development Financial Institutions (CDFIs). The Child Care is Infrastructure Act (H.R. 7201) is included in two broader legislative packages; The Moving Forward Act (H.R. 2) and The Child Care for Economic Recovery Act (H.R. 7327).</td>
<td>Support; House Education &amp; Labor, and Energy &amp; Commerce, Ways &amp; Means, and Financial Service</td>
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<td>HR 7327</td>
<td>Lowey (D-NY)</td>
<td>The Child Care for Economic Recovery Act.</td>
<td>Makes additional supplemental appropriations for disaster relief requirements for the fiscal year ending September 30, 2020, and for other purposes. <em>(Contains Child Care is Infrastructure Act)</em></td>
<td>Support; referred to Senate Appropriations</td>
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<td>Bill</td>
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<td>Would create a task force to help better identify and address racial disparities related to the COVID-19 pandemic. Would inform weekly policy and funding recommendations provided to the U.S. Federal Emergency Management Agency (FEMA), other federal agencies and Congress; develop summaries of resource allocation throughout communities of color; and provide recommendations and advise to federal agencies on disbursement of CARES funding, including small businesses loans. Calls on the CDC to publish more detailed data on COVID-19 broken down by race and ethnicity, and establish a permanent Infectious Disease Racial and Ethnic Disparities Task Force to continue monitoring inequities within the health care system and improve future infectious disease responses.</td>
<td>Support</td>
<td>Senate Health, Education, Labor, and Pensions</td>
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<tr>
<td>S 3719</td>
<td>Harris (D-CA)</td>
<td>Closing the Meal Gap Act of 2020.</td>
<td>Support</td>
<td>Senate Agriculture, Nutrition, and Forestry</td>
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<td>Would permanently increase supplemental nutritional assistance program (SNAP) benefits by approximately 30 percent. The bill would accomplish this by requiring the U.S. Department of Agriculture (USDA) to calculate SNAP benefits based on a baseline “low-cost” bundle of groceries, rather than a “thrifty” bundle, as is currently done. Overall, by increasing the level of benefits SNAP provides, will decrease food insecurity, increase access to healthy food options, and support the nutritional needs of families and their developing children.</td>
<td>Support</td>
<td>Senate Agriculture, Nutrition, and Forestry</td>
</tr>
<tr>
<td>S 4112</td>
<td>Murray (D-WA)</td>
<td>Coronavirus Child Care &amp; Education Relief Act.</td>
<td>Support</td>
<td>Senate Health, Education, Labor, and Pensions</td>
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<td>This legislation would build on the educational investments from the CARES Act and provide almost $430 billion in funding for child abuse and neglect prevention, child care, K-12 education, postsecondary education, and workforce development. This act will provide $50 billion to the Child Care is Essential bill, $1.5 billion for CAPTA, $33 billion to governors to support educational programs significantly impacted by COVID-19. Governors may also use funds to support early childhood education programs, including State pre-K programs, in order to ensure young children continue to receive care and services during the pandemic. Also provides increases for IDEA Part C ($500 million) and 619 ($400 million).</td>
<td>Support</td>
<td>Senate Health, Education, Labor, and Pensions</td>
</tr>
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