

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
LAA CFF DLLE 2020-12PURCHASING AUTHORITY NUMBER (If Applicable)
CFC - 4250

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 Santa Barbara

2. The term of this Agreement is:

START DATE

Upon Approval from the Department of General Services

THROUGH END DATE

December 31, 2021

3. The maximum amount of this Agreement is:

\$557,722.00 Five Hundred Fifty-Seven Thousand Seven Hundred Twenty-Two Dollars and Zero Cents

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Exhibit A, Attachment 1	DLL Pilot Expansion Phase Funding for COVID-19 Recovery	5
Exhibit A, Attachment 2	DLL Pilot Expansion Phase Funding Invoice Template	1
+ Exhibit A, Attachment 3	DLL Pilot Expansion Phase Work-plan Instructions and Template	9
+ Exhibit A, Attachment 4	Proposed Evaluation Plan for the DLL Pilot Expansion Phase Funding	3
+ Exhibit B	Budget Detail and Payment Provisions	5
+ Exhibit B, Attachment B-1	Additional Budget Detail and Payment Provisions	3
+ Exhibit B, Attachment B-2	DLL Pilot Expansion Phase Funding Budget	1
+ Exhibit B, Attachment B-3	DLL Pilot Expansion Phase Funding Budget Narrative	7
+ Exhibit C*	General Terms and Conditions	04/2017
+ Exhibit D	Special Terms and Conditions	13

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>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER LAA CFF DLLE 2020-12	PURCHASING AUTHORITY NUMBER (If Applicable) CFC - 4250
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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 Santa Barbara

CONTRACTOR BUSINESS ADDRESS

5385 Hollister Avenue, Building 10, WSuite 110

CITY

Santa Barbara

STATE

CA

ZIP

93111

PRINTED NAME OF PERSON SIGNING

Wendy Sims Moten

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

Wendy Sims-Moten

Digitally signed by Wendy Sims-Moten
Date: 2021.01.12 09:37:16 -08'00'

DATE SIGNED

01/12/2021

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

First 5 California

CONTRACTING AGENCY ADDRESS

2389 Gateway Oaks Drive, Suite 260

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Camille Maben

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK
(Local Assistance 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 2016, the First 5 California Commission authorized \$20 million for a Dual Language Learner (DLL) Pilot Study to evaluate the effectiveness and feasibility of existing early learning, professional development (PD), and family engagement strategies for DLLs in early learning and care (ELC) settings. The study is being implemented in three phases: background, in-depth, and expansion.

- a) The **background phase**, completed in late 2019, sought to understand county priorities, policies, and infrastructure to support learning outcomes for DLLs and challenges in carrying out efforts to implementing priorities and supporting DLLs.
- b) The **in-depth phase**, implemented in the 2019–20 school year, is designed to describe the range and distribution of learning experiences for DLLs in California and to understand how these experiences are linked to positive child and family outcomes in 16 target counties identified based on number and diversity of DLLs or regional sampling.
- c) The **expansion phase**, which is the focus of this Local Assistance Agreement (LAA), supports expansion of effective strategies to support DLLs and the identification of policy recommendations for overcoming barriers to scaling these strategies in the context of the COVID-19 public health emergency. Exhibit A, Attachment 1 provides an overview of this phase.

This funding is designed to address three overarching goals:

- a) Strengthen teacher knowledge and use of instructional strategies that are effective in supporting DLL children’s learning and development during the

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COVID-19 public health emergency and recovery from the pandemic, including English and home language support.

- b) Strengthen family engagement strategies that support DLLs and their families through this public health emergency, prevent DLLs from falling further behind, and emphasize the importance of home language and how to support children's home language development.
- c) Strengthen a systemwide commitment to DLLs and cross agency plan for supporting DLLs' learning and development as the early learning and care systems rebuilds from the COVID-19 public health emergency.

3. Purpose

The Fiscal Lead Agency, a county First 5 organization or other public agency, will facilitate instructional support, professional development, family engagement, and/or systems-building strategies that support DLLs and immigrant children and their families during the COVID-19 public health emergency and through recovery, with an emphasis on sustainable and scalable practices for DLL children and families in poverty.

This LAA is contingent upon the F5CA DLL Pilot Expansion Phase Funding Request for Application (RFA) released July 3, 2020. Section I, Background and Funding Context and Section II, DLL Pilot Expansion Phase Funding for COVID-19 Recovery provides additional information and aligns with California Department of Finance Budget Letter 20-11.

4. Programmatic Benefits

In response to the global COVID-19 public health emergency, programmatic benefits include:

- DLL and immigrant children and their families receive the services they need to overcome the effects of COVID-19
- Early Childhood Education (ECE) providers access high quality DLL Professional Development (PD) opportunities
- Families support children's home language development and competency so the DLL children are better prepared for kindergarten

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5. Terms of Agreement

First 5 California shall enter into an LAA with Santa Barbara County Children and Families First – Proposition 10 Commission aka First 5 Santa Barbara (Fiscal Lead Agency, or Contractor).

The term of this Agreement is upon execution through December 31, 2021. Contractor is eligible to receive up to \$557,722.00. Funding is authorized only for expenditures incurred within the approved performance period of this LAA.

Contractor shall not be authorized to deliver or commence performance of services as described in this LAA outside the performance period set forth in the LAA as approved in writing by the California Department of General Services (DGS). Any delivery or performance of services commenced outside the performance period set forth in the LAA as approved by DGS shall be considered voluntary on the part of Contractor.

6. Project Representatives

The Contract and Fiscal Managers during the term of this LAA shall be:

First 5 California Contract Manager	First 5 Santa Barbara
Laxmi Gurajada, Education Programs Consultant	Sharol Viker, Program Officer
2389 Gateway Oaks Drive, Suite 260	5385 Hollister Ave, Bldg 10, Suite 110
Sacramento, CA 95833	Santa Barbara, CA 93111
(916) 263-1155	(805) 803-8745
lgurajada@ccfc.ca.gov	sviker@First5sbc.org

Direct all fiscal inquiries to:

First 5 California Fiscal	First 5 Santa Barbara
Laxmi Gurajada, Education Programs Consultant	Suzanne Hayes, Accounting Manager
(916) 263-1155	(805) 884-8089

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SCOPE OF WORK
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lgurajada@ccfc.ca.gov	shayes@first5sbc.org
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7. Contractor Responsibilities

Task 1: Project Management

- A. Contractor shall work with the First 5 California Contract Manager or their 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 progress reports and complying with data requests
 - Ensuring oversight and accountability for expenditure of funds, including verifying accuracy of all invoices and supporting documentation
 - Working with local partners to coordinate activities set forth in the DLL Pilot Expansion Phase Workplan
 - Managing processes in case of redirection and response to the COVID-19 recovery efforts
- B. Contractor will submit invoices (Exhibit A, Attachment 2) accompanied by documentation of expenses as specified in Exhibit B, Budget Detail and Payment Provisions.

Invoices shall be submitted no more frequently than quarterly or semi-annually, as follows:

- By October 31 for the period July 1 – September 30
- By January 31 for the period October 1 – December 31
- By April 30 for the period January 1 – March 31
- By July 31 for the period April 1 – June 30

The first invoice should cover the period starting from the date of contract execution to the remaining time in the respective reporting period.

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- 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. Submit the invoices by email to:

Invoices@ccfc.ca.gov

A delay in the submission of invoices and associated documentation may result in the delay in payment.

Task 2: Reporting and Data Requirements

- A. Contractor shall submit the county's DLL Pilot Expansion Project Workplan (DLL Project Workplan, Exhibit A, Attachment 3)
1. Within 45 calendar days of the execution of the LAA, submit the DLL Project Workplan for the county's expansion projects, outlining the goals of the county's DLL expansion project and the processes by which counties will accomplish the project goals.
 2. If the due date for the submission of the DLL Project Workplan falls on a Saturday, Sunday, or State recognized holiday, the DLL Project Workplan shall be submitted on the next business day. The Contractor shall submit the DLL Project Workplan to the DLL Pilot e-mail box at DLLPilot@First5.ca.gov.
 3. A delay in the submission of the DLL Project Workplan may result in the delay in processing the contractor's invoice. In order to remedy delays, the Contractor shall contact the F5CA Contract Manager or their designee immediately in the event the Contractor discovers a delay and to discuss a possible solution.
- B. Contractor shall complete one annual performance report (APR) describing activities and accomplishments during the project period. The APR will be structured to elicit data on DLL expansion activities, as well as barriers that could inform policy and statewide supports. The APR shall be in a format that is agreeable to both parties. The APR will be due on December 1, 2021. F5CA will make available an annual performance reporting template on the DLL webpage at <http://www.ccfc.ca.gov/partners/investments.html#dll>.
- C. Contractor and its evaluator shall comply with F5CA evaluation participation and data requests as outlined in Exhibit A, Attachment 4.

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Task 3: Participate in Statewide DLL Pilot Expansion Phase Contractor Convenings

- Attend contractor convenings virtually organized by F5CA for DLL Expansion contracted agencies and their key partners to learn from one another. The convenings will take place approximately monthly for up to 90 minutes, and be coordinated and scheduled by F5CA staff or designee.
- Pending COVID-19 restrictions, one in-person convening will be held in October or November 2021. Some convenings also will include DLL Experts and DLL Policy Advocates to facilitate two-way conversations about what counties are learning in their DLL expansion project implementation and how it can be translated to policy.

8. Deliverables

Task	Deliverable	Due Date
Task 1 A	Submit quarterly Invoice (Exhibit A, Attachment 2)	<ul style="list-style-type: none"> • By October 31 for the period July 1 – September 30 • By January 31 for the period October 1 – December 31 • By April 30 for the period January 1 – March 31 • By July 31 for the period April 1 – June 30
Task 2 A	Submit DLL Pilot Expansion Phase Project Workplan (Exhibit A, Attachment 3)	Within 45 calendar days from the date of execution of the LAA
Task 2 B	Submit Annual Performance Report	<ul style="list-style-type: none"> • December 1, 2021
Task 2 C	Cooperate with statewide evaluation (Exhibit A, Attachment 4)	<ul style="list-style-type: none"> • Ongoing
Task 3	Participate in statewide DLL Pilot Expansion Phase contractor convenings	<ul style="list-style-type: none"> • Ongoing

EXHIBIT A, ATTACHMENT 1
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DLL Pilot Expansion Phase Funding for COVID-19 Recovery

The following provides an overview of the expansion phase funding. Refer to section II of the Request for Application (available at <https://drive.google.com/drive/folders/19fyYUI3MEfJxgsELOT6lznqz9b2ZwqvO>) for additional information.

The F5CA DLL Pilot builds upon research, policy, and policy recommendations emphasizing the importance of effective instructional practices, family engagement, and PD for educators, with the goal for California's young DLLs to thrive, develop bilingual ability, be ready for kindergarten, and succeed in school and beyond. The overarching focus of the expansion stage strategies remain the same as the DLL Pilot Study overall: family engagement, PD, and instructional strategies. DLL Pilot expansion funding adds infrastructure as a fourth component to recognize the important systems work that must take place to ensure strategies implemented during COVID-19 recovery are sustainable and scalable in the future.

Required Components

F5CA requires all counties participating in this funding to incorporate the following two priorities:

1. Activities that address the needs of DLL families in poverty to help recover from the effects of COVID-19. The Public Policy Institute of California (available at <https://www.ppic.org/publication/child-poverty-in-california/>) reported in 2017, one in five children in California lived in households without enough resources to make ends meet. DLLs and immigrant families are more likely to live in poverty than English-speaking families, and poverty is among the highest among children compared to adults. Nearly half (42 percent) of children under age 6 live in low-income families compared to more than half (54 percent) of immigrant families with children under age 6. In California, 9 percent of children under age 6 live in deep poverty (below 50 percent of the federal poverty level), yet 21 percent of children under age 6 in deep poverty live in households without English speakers.
2. Distribution of age and language-appropriate books to families. Research shows reading aloud to children from a young age, using books in the child's home language, can close the achievement gap. Therefore, counties are required to incorporate book distribution to families in any project they choose. This may include beginning, expanding, or augmenting a book distribution program to ensure books are available in the home languages of DLL families, and providing family education

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to encourage them to read in their home language.

Project Goals

This RFA is designed to address three overarching goals, described below:

***Goal 1:** Strengthen teacher knowledge and use of instructional strategies that are effective in supporting DLL children's learning and development during COVID-19 and recovery from the pandemic, including English and home language support.*

Instructional strategies and PD strategies go hand-in-hand to ensure the learning needs of young DLLs are met by a well-prepared workforce. COVID-19-related school closures and social distancing requirements over the past months surfaced key issues for educators both in accessing PD and maintaining continuity of learning for children in their care. These challenges are compounded when serving DLL children and families. As social distancing guidelines ease and the early learning system returns to a new normal, early learning settings and PD must be flexible to continue responding to the unknown impacts of the pandemic.

As counties look to identify effective instructional practices and PD to support children's development and learning during this uncertain time, and deliver it in a way that is accessible to children and families, it is important to consider whether the PD meets the setting, age, and language needs of the children and families in the providers' care. For example, some PD is geared to teachers of preschoolers and would not be appropriate for teachers in infant or toddler classrooms (and the reverse). DLL Pilot Expansion Phase funding may be used to:

- Develop and provide developmentally, culturally, and linguistically appropriate resources and support to help unlicensed caregivers, such as family, friends, and neighbors (FFNs), meet the early learning and care needs of young DLLs through COVID-19 and recovery
- Pilot or expand alternative methods of DLL PD that have been adapted to alternative methods of delivery in response to COVID-19 guidelines while retaining the components of effective training (e.g., feedback, modeling, peer learning, practice-embedded)
- Provide additional support, resources, and/or PD to help educators assist DLLs and their families experiencing trauma due to the economic and health crisis from the pandemic

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- Overcome obstacles to early childhood educator access to effective PD so they can meet the early learning needs of young DLLs throughout COVID-19 recovery
- Implement or expand other effective instructional and/or PD strategies to support DLLs and their families through this public health emergency, maintain continuity of learning and care, and prevent DLLs from falling further behind

All PD and instructional strategies must incorporate age-appropriate content, curriculum that addresses cultural and linguistically relevant strategies, and information to help providers partner with and support families during this critical period.

***Goal 2:** Strengthen family engagement strategies that support DLLs and their families through this public health emergency, prevent DLLs from falling further behind, and emphasize the importance of home language and how to support children's home language development*

California's families come from many diverse linguistic and cultural backgrounds. There is widespread agreement by both researchers and early childhood educators that when ELC settings partner with families beginning in the earliest years, these relationships allow parents to establish strong home-school connections that support their children's achievement long-term. However, over the past months of COVID-19, data shows families of color are more likely to experience stresses related to the COVID-19 crisis, including job loss, isolation, excessive confinement, and anxieties over health and finances. These stressors may impede a family's ability to continue helping children learn. We also know children's social-emotional and cognitive development can be negatively affected by the secondary effects of their parents' stress and trauma.

School readiness and school success for children who are DLLs are associated with mastery development of their home language. Thus, during COVID-19 recovery while families are being asked to support home learning more than ever before, educators have an opportunity to reinforce with families the importance of home language competency and support effective parenting so children are nurtured and thrive during this uncertain time. DLL Pilot Expansion Phase funding may be used to implement other types of family engagement strategies, including, but not limited to:

- Promoting families' support of home language and understanding that bilingualism is an asset
- Develop and provide resources to support families in their role as their children's first

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and most important teacher, with an emphasis on children ages birth through two, to maximize infants and toddlers' exposure to home language and early learning opportunities during COVID-19 and through recovery

- Supporting the development of partnerships (e.g., multilingual resources, multilingual staff, strategies) with DLL families that consider family strengths and assets as well as family challenges and obstacles exacerbated by the stress and trauma from the public health emergency
- Implementing, expanding, or modifying evidence-based two-generation programs that address the learning needs of DLL children through the COVID-19 crisis, promote school readiness, and emphasize the importance of home-language competency
- Implementing other effective family engagement to support DLLs and their families through this public health emergency and prevent them from falling further behind. For example, parents may be supported to read to their young children through book gifting or library loan programs with age and language-appropriate books

Goal 3: *Strengthen a systemwide commitment to DLLs and cross-agency plan for supporting DLLs learning and development as the early learning and care systems rebuilds from the COVID-19 crisis*

The COVID-19 crisis and its economic aftermath further eroded fragile and underfunded early childhood development, education, and family support systems and illuminated critical inequities in the ELC system for DLLs and others. As systems recover and rebuild to deliver services to children and families, it is imperative that partners work to ensure these infrastructure-building and recovery efforts address the specific needs of young DLLs.

Counties are encouraged to consider how these funds can help build or strengthen partnerships across stakeholders to emerge from the pandemic with a stronger systemwide focus on DLLs and increased equity in access to resources. For example:

- Embed an intentional focus on the needs of DLLs in the local Quality Counts California (QCC) consortium decision-making process as counties rebuild ELC settings and ensure DLLs have access to high quality ELC settings
- Work to build/rebuild a cohesive early learning system with stronger connections to

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the K-12 system so DLL families have access to the resources and strategies that help children thrive

- Develop a uniform process to identify DLLs as a critical first step in the ability to address the immediate and long-term effects of the pandemic on children and families, and provide high-quality early childhood services focused on supporting the needs of DLL children

Implement other DLL ecosystem-building strategies that contribute to addressing the recommendations in the DLL Policy Platform released on February 3, 2020, by the Advancement Project California and Early Edge California (DLL Policy Platform) and address the critical needs of children, families, and systems during COVID recovery (see DLL Policy Platform at <https://earlyedgecalifornia.org/the-dual-language-learner-policy-platform/>).

EXHIBIT A, ATTACHMENT 2
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DLL Pilot Expansion Phase Funding Invoice Template

This form is available at <http://www.cafc.ca.gov/partners/investments.html#dll>

Left Indent:	Agreement Number		
	Invoice Number		
	Invoice Date		
	Invoice Period		
	Lead Agency		
Budget Category		Units	Local Administration
A. Personnel			
1. Salaries			\$ -
2. Benefits			\$ -
Total Personnel			\$ -
B. Operations			
1. Materials and Supplies			\$ -
2. Travel			\$ -
3. Equipment			\$ -
4. Incentives/Stipends			\$ -
5. Contractual			\$ -
6. Other			\$ -
Total Operations			\$ -
C. Total Direct Costs (A+B)			\$ -
Indirect Costs (may not exceed 15% of Item C, Total Direct Costs)	Indirect rate: XX%		\$ -
D. Grand Total			\$ -
E. Signature			
I, the official named below hereby request California DLL Pilot Study funding in the amount shown in the table above. I certify that the information provided on this form is true and correct to the best of my knowledge and compliant with the requirements and conditions in the DLL Pilot Expansion LAA.			
Lead Agency Executive Director or			
Authorized Designee Name:			
Name of the Lead Agency:			
Authorized Signature:			
Date Signed:			
F. Addresses			
Bill To:		Remit To:	
First 5 California 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833 invoices@ccfc.ca.gov			
G. First 5 California Use Only			
Contract Manager	Initial:	Date:	
Program Manager	Initial:	Date:	

**Exhibit A, Attachment 3
DLL Pilot Expansion Phase
Workplan Instructions and Template**

I. Instructions

There are three parts to the DLL Expansion Phase Workplan:

- **The Project Workplan** (Section II) will outline goals and action steps for how the county will use its funding, and the processes by which counties will accomplish the goals specified in their DLL Expansion Phase Application.
- **Project Targets** (Section III) will provide detailed information about the estimated number of children, families, and providers to be served through the project, as well as other data. F5CA recognizes some counties may not have all of the data requested at the time the workplan is due. The tabled represents the data elements that counties will be asked to track and report on over the course of their DLL Expansion projects. The detailed table is provided now, so that counties can develop systems to gather and document the key data elements listed moving forward.
- **Additional Questions** (Section IV) requests additional information not fully captured in the original application about planned outreach and identification of populations served.

Submit the completed workplan, project targets, and additional questions to the F5CA DLL Pilot team by emailing them to dllpilot@first5.ca.gov within **45 days of execution** of the LAA. Templates will be available on the [DLL Pilot webpage](http://ccfc.ca.gov/partners/investments.html#dll) at <http://ccfc.ca.gov/partners/investments.html#dll>.

II. Project Workplan

Every Workplan 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.

- A. Goals:** The project goal is the high-level, overarching purpose of this project. If the outcomes of the project are achieved, what is the impact on the organization(s), community, or system? The following goals were outlined in the RFA and should be used to frame the Workplan, as applicable to the county's project.

1. Strengthen teacher knowledge and use of instructional strategies that are effective in supporting DLLs' learning and development during COVID-19 and recovery from the pandemic, including English and home language support.
2. Strengthen family engagement strategies that support DLLs and their families through this public health emergency, prevent DLLs from falling behind, and emphasize the importance of home language and how to support children's home language development.
3. Strengthen a systemwide commitment to DLLs and cross-agency plan for supporting DLLs' learning and development as the early learning and care systems rebuild from the COVID-19 crisis.

Counties may include additional local goals as long as the relevant, required goals are included in the Workplan.

B. Action Steps: Every goal will require multiple action steps. Each action step must include five parts:

1. 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.
2. 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.
3. Timeframe: For each action step, indicate the timeframe it will be carried out.
4. 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.
5. 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.

C. Sample Workplan Format

The following is a sample of a Workplan template that includes the goal and action steps. Counties will likely have more than one goal; each goal should have its' own series of action steps.

Goal 1: _____

Action Steps

Description	Milestones	Timeframe	Resources	Responsibility
1.				
2.				
3.				
4.				
5.				

III. Project Targets

In section B, please provide **estimated, unduplicated counts** of the targets for your project, using the following guidance.

I. Guidance

Data Element Not applicable: Depending on the design of the project, activities may not be applicable to each category listed in the tables in section B, in which case enter “N/A” in Column 2 of the table where appropriate.

Data Not Yet Available: In some cases, counties may not yet have targets for every data element listed in the tables. For example, counties may not have information on the number of children and families to be served by language group. Counties should develop a system to track each data element in the table as services are delivered going forward. The county will be asked to report on these data elements in future progress reports.

Table 1. Families Directly Served. Provide the number of families directly served by the project. This includes training, workshops, outreach, or other activities that involve direct (in-person or virtual) contact with families. This figure should exclude families who receive books through the project – this number should be reported separately in Table 5.

Following total families directly served, provide targets for the estimated number of families to be served by their home language, if known. Counties should track this information moving forward as services are delivered.

Table 2. Children in Families Served Directly. This figure represents the number of children indirectly served through the project, through families who are directly served. Enter the estimated number and primary race/ethnicity of children living with families who will be directly served by the project (e.g., 40 children of parents who participate in Parent Cafes or other family engagement training).

Table 3. Providers Trained. In rows 3a1–4, enter the total number of providers to be trained who work in your county. In rows 3b1–4, enter the totals for providers trained from other counties, if applicable. In addition,

- Provide breakdowns by the type of setting in which providers work: family child care, center-based programs, unlicensed community based settings. Unlicensed community-based settings include Family, Friend and Neighbor providers, home visitors, or family resource centers
- Indicate the number of each type of provider to be trained, in general, and those who will be trained as trainers. The two columns should be an unduplicated count (e.g., 30 providers to attend a DLL PD course, and another 10 providers to be trained as trainers).
- Provide information about languages spoken by trainees, and language in which the curriculum and training will be available.

Table 4. Children Benefitting from Provider Training. Enter the estimated number, languages spoken at home, and primary race/ethnicity of children who will benefit from trained providers recorded in Table 3 (include both children served by providers in the Lead Agency's county and other counties, as applicable).

Table 5. Book Distribution. Enter the estimated number of books to be distributed to children and families through the project, either directly or through providers. This count should include all books, including those that are included in any learning kits distributed to families. In addition:

- Enter the estimated number of families who will receive books and the corresponding number of children in those families.
- Provide information about the written language(s) of the books you anticipate distributing

Table 6. Public Awareness Campaign. Estimate the number of families the project anticipates reaching through outreach, messaging, and public awareness campaign(s), if applicable.

II. Data Tables

1. Unduplicated Number of Families to Be Served Directly: Total and by Primary Language Spoken at home

Data Element	Targets (enter # or NA)
Estimated total families to be served directly	
Estimated number of families by primary language spoken at home	
Spanish	
Other language group (identify):	
Other language group (identify):	
Other language group (identify):	
Other language group (identify):	

2. Unduplicated Number of Children in Families Served Directly: Total and by Race/Ethnicity of Child

Data Element	Targets (enter # or NA)
Estimated total number of children ages 0 to 5 years in households of family members served directly	
Estimated number of children by race/ethnicity	
Latinx	
White, non-Latinx	
Black, non-Latinx	
Asian	
Two or more races	
Other racial or ethnic group (identify):	

3. Unduplicated Number of Providers to Be Trained Within and Outside Lead Agency's County: Total and by type of provider

Data Element	Trained Providers (not trained as-trainers)	Trained as Trainers
a. Total number of individual providers to be trained who work <u>within your county</u>		
Estimated number of trainees from the county by provider type		
a1. Number of family child-care providers/educators		
a2. Number of center-based providers/educators		
a3. Number of providers from unlicensed community based settings (see definition in section III.A. Guidance).		
a4. Other:		
b. Total number of providers to be trained who work <u>outside of your county</u> , if applicable		
Estimated number of trainees <u>outside the county</u> by provider type		
b1. Number of family child-care providers/educators		
b2. Number of center-based providers/educators		
b2. Number of providers from unlicensed home or community-based settings, including Family, Friend and Neighbor providers, home visitors, or family resource centers		
b4. Other:		

c. What language(s) are spoken by staff receiving training? Check all that apply and track languages spoken by staff receiving training.

- English only
- Spanish only
- Other language(s) only (identify all):
- Bilingual English/Spanish
- Bilingual English/Other language (identify):
- Other (Please explain.)

d. In what language(s) is the training curriculum available? _____

e. In what language(s) will the training be offered? _____

4. Unduplicated Number of Children Benefitting from Provider Training (e.g., Children Served Indirectly) by Language and Race/Ethnicity

Data Element	Targets (enter # or NA)
Estimated total number of children indirectly benefiting from providers who receive training (both within and outside your county)	
Estimated number of children by race/ethnicity	
Latinx	
White, non-Latinx	
Black, non-Latinx	
Asian	
Two or more races	
Other racial or ethnic group (identify):	
Estimated number of children by primary language spoken at home	
Spanish	
Other language group (identify):	
Other language group (identify):	
Other language group (identify):	
Other language group (identify):	

5. Number of Books to Be Distributed and Estimated Number of Children and Families to Receive Them

Data Element	Targets (enter # or NA)
a. Total number of books to be distributed	
b. Estimated number of children and families to receive books	
Total number of families receiving books	
Total number of children in families receiving books	

c. In what languages will the books be written? Check all that apply and track number and languages of actual books purchased and distributed.

- Wordless picture books
- English only
- Spanish only
- Bilingual English/Spanish
- Other language(s) only (identify):
- Bilingual English/Other language (identify):
- Other (Please explain.)

6. Estimated number of families to be reached through indirect outreach and messaging to families

Data Element	Targets (enter # or NA)
Estimated number of families to be reached through public awareness/media campaign:	
Estimated number of families to be reached through other outreach efforts (describe):	

IV. Additional Questions

The following three questions are designed to augment the county’s application and provide specific information about outreach to the hardest to-reach populations.

1. **Recruiting Providers.** What strategies will be used to recruit and engage the hardest-to-reach providers for professional development opportunities? How do these strategies differ from or incorporate lessons learned from past strategies? If applicable, specify by provider type or demographic factor(s).
2. **Engaging Families.** What strategies will be used to identify and engage the most underserved DLL families for project activities, particularly DLL families who have been marginalized during the pandemic? How do these strategies differ from or incorporate lessons learned from past strategies? If applicable, specify by demographic factor(s).

3. **Identifying DLL Children.** The DLL Policy Platform recommends there be a uniform process to identify DLLs across the ELC system. Will this project be developing and/or incorporating a process to identify DLLs across the local early learning system?

No

Yes (Please describe.): _____

EXHIBIT A, ATTACHMENT 4
(Local Assistance Agreement)

Proposed Evaluation Plan for the DLL Pilot Expansion Phase Funding

I. Overview

The DLL Pilot Study Expansion Phase Evaluation will focus on (1) the conditions that support implementation of a range of strategies that have an ultimate goal of supporting DLL children and families, (2) if and how those strategies change systems within and across counties, and (3) the extent to which strategies are scalable and sustainable during and after COVID-19. Statewide evaluation of the DLL Pilot Study Expansion Phase will be conducted by F5CA's contracted evaluator ("state evaluator") and/or select staff of F5CA.

II. Principles and Context

- **The Expansion Phase Evaluation will align with the In-Depth Phase of the DLL Pilot Study conducted during FY 2019–20.** The in-depth study focuses on identifying instructional and family engagement practices associated with outcomes for children (i.e., effective practices) in different settings and for different age and language groups. Practices specifically measured in the in-depth study are based on what literature suggests is effective. F5CA recommends that the best focus for the Expansion study, is to examine the systems factors, barriers, and facilitators that influence whether such evidence-based practices can be implemented well and feasibly.
- **The Expansion Phase Evaluation will examine how counties adapt their work within the context of the COVID-19 pandemic.** Findings from the study will answer questions about what is working well and what is not in regard to virtual strategies (and other strategies that align with public health guidelines) to support DLL children and families, particularly those in deep poverty. The study will explore what strategies are scalable within a "pandemic landscape" and which of these strategies are applicable – and scalable – in a post-pandemic context.
- **The overall Expansion Phase Evaluation will align with the local evaluations of counties.** The state's Expansion Phase Evaluation will summarize findings across the local evaluations in participating counties and will work with local evaluators throughout the study period to avoid duplication of effort and leverage existing work.

EXHIBIT A, ATTACHMENT 4
(Local Assistance Agreement)

III. Overarching Research Questions

- **Implementation.** What factors drive or hinder successful implementation of counties' chosen strategies? Specifically, what factors facilitate or detract from effective strategies to (1) build the capacity of ECE educators to support DLL children and (2) engage and support DLL families, particularly those most in need?
- **Systems Change.** To what extent, and in what ways, did the DLL Expansion projects help change child-, family-, and provider-serving local systems in support of DLL children? What can the state learn from local system change efforts to strengthen statewide systems?
- **Sustainability and Scalability:** What are the lessons learned in regard to scaling and sustaining practices (locally and statewide) for DLL children and families, in the context of COVID-19 and in a post-COVID landscape?

IV. Evaluation Design and Data Collection Activities

The Expansion Phase state evaluator will engage all 16 counties in some capacity, mindful that at least seven counties will contract with an external evaluator to examine local efforts. During the evaluation planning phase, the state evaluator will work with local evaluators and DLL expansion lead agency staff to discuss their evaluation approaches, areas of focus, and data collection activities, as well as to engage in a dialogue about how the state evaluator can leverage, and not duplicate, local efforts. The state evaluator will work with counties to collect consistent data across counties without duplicating local efforts or overburdening staff, providers and families.

Some data collection activities will be conducted across all 16 counties (key informant interviews and convenings), whereas other strategies (provider and family surveys/interviews) will need to be adapted based on what counties are planning for their local evaluations. Data collection strategies may include, but are not limited to:

1. **Document Review:** Reviewing and analyzing all county work plans and other relevant documents such as progress reports that include updates on work achieved, numbers/demographics of clients served, and information about book

EXHIBIT A, ATTACHMENT 4
(Local Assistance Agreement)

distribution.

2. **County Leader Key Informant Interviews:** Conducting key informant interviews with county DLL Expansion project leaders, up to two individual or small group interviews per county.
3. **Provider Survey and Focus Groups:** Designing a set of survey items that are applicable across county projects (e.g., questions relevant across different types of PD activities) for counties to administer electronically as part of virtual activities (e.g., a link to a survey following provider trainings or a poll embedded into the a webinar) or integrate into existing local evaluation efforts. Follow-up focus groups may be created from a sample of early childhood educators who participated in DLL professional development events to provide in-depth qualitative data as context for the provider survey findings.
4. **Family Surveys and Family Interviews:** Designing a short set of survey items to assess family perspectives on implementation, barriers, helpful features, and perceived outcomes – this survey, like the provider survey, would be relevant across different types of activities. Optional follow-up phone interviews would be used to gather in-depth family feedback on their experiences with Expansion Phase activities, as well as about their needs with respect to the COVID-19 health crisis.
5. **Convenings:** Documenting discussions during the DLL Expansion Phase county lead agency-hosted county convenings as a means to track ongoing implementation, including perceived impacts, barriers, facilitators, and system-level implications of the expansion funds.

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 quarterly 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 quarterly in arrears 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 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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

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 Dual Language Learner (DLL) Pilot Expansion Phase 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 DLL 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

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.

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

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>
(CalHR Rules for Excluded Employees)
- <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std262.pdf>
(Travel Expense Claim Form)

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 \$557,722.00 for DLL Pilot Expansion 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, DLL Pilot Expansion 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, DLL Pilot Expansion 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.

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 DLL Pilot Expansion 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 DLL Pilot Expansion 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.

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

DLL Pilot Expansion 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, or local funds used for DLL Pilot Expansion project activities.

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.

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.

¹ The First 5 Financial Management Guide is available on the First 5 California Web site at: http://www.cffc.ca.gov/about/about_fiscal.html


EXHIBIT B, ATTACHMENT B-2
DLL Pilot Expansion Phase Study Budget Template
FY 2020-21 and 2021-22

Fiscal Lead Agency:	First 5 Santa Barbara County
Agency Address:	5385 Hollister Ave, Bldg. 10, Suite 110
City, Zip Code:	Santa Barbara, Ca 93111
Fiscal Lead Agency Contact:	Suzanne Hayes
Phone Number:	805.884.8089
Email:	shaves@first5sbc.org

Budget Category	FY 2020-2021	FY 2021-2022	Total
A. PERSONNEL			
1. Salaries	\$ 30,248.00	\$ 23,365.00	\$ 53,613.00
2. Benefits	\$ 18,136.00	\$ 14,010.00	\$ 32,146.00
Total Personnel	\$ 48,384.00	\$ 37,375.00	\$ 85,759.00
B. OPERATIONS			
1. Materials and Supplies	\$ 2,000.00	\$ 1,716.65	\$ 3,716.65
2. Travel	\$ 900.00	\$ -	\$ 900.00
3. Equipment	\$ -	\$ -	\$ -
4. Incentives/Stipends			\$ -
5. Contractual	\$ 228,100.00	\$ 166,500.00	\$ 394,600.00
6. Other	\$ -	\$ -	\$ -
Total Operations	\$ 231,000.00	\$ 168,216.65	\$ 399,216.65
C. TOTALS			
Total Direct Costs (A+B)	\$ 279,384.00	\$ 205,591.65	\$ 484,975.65
Indirect Cost Rate (not to exceed 15%)	15.00%	15.00%	
Total Indirect Costs	\$ 41,907.60	\$ 30,838.75	\$ 72,746.35
GRAND TOTAL	\$ 321,292	\$ 236,430	\$ 557,722.00

Certification

I, the official named below hereby request First 5 California DLL Pilot Expansion funding in the amounts represented in the table above. I certify that the information represented on this form is true and correct to the best of my knowledge and compliant with the requirements and conditions in the DLL Pilot Expansion Phase RFA.

Lead Agency	First 5 Santa Barbara	First 5 CA Staff Only
Executive Director/Authorized Designee	Wendy Sims-Moten	<i>Fiscal Analyst:</i>
E-mail	wmoten@first5sbc.org	<i>Program Manager:</i>
Phone Number	805.884.8086	
Authorized Signature		
Date Completed	8.13.20	

**EXHIBIT B, ATTACHMENT B-3
 DLL Pilot Expansion Phase Funding Budget Narrative Template**

County: Santa Barbara

Fiscal Lead Agency: First 5 Santa Barbara County

A. Personnel

Total Personnel (Salaries + benefits)

FY 2020–2021	FY 2021–2022	Total
\$ 48,384	\$ 37,375	\$ 85,759

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1. Salaries

FY 2020–2021	FY 2021–2022	Total
\$ 30,248	\$ 23,365	\$ 53,613

Program Manager will coordinate the project and oversee the subcontracts, convene and communicate with partners, oversee the evaluation and report to First 5 CA

Time base= 0.25 FTE Base salary = \$97,388/year (8,115/mo); FY 2020-21 = 8 months (November 2020-June 2021).
 Calculation for FY 2020-21: \$8,115 x 0.25 x 8 mo. = **\$16,230**

In FY 2021-22 Program Manager will receive a 3% Cola = \$8,358/month beginning July 1, 2021
 Calculation for FY 2021-22: \$8,358x.25 x 6 month = **\$12,537**

Communication/Clerical/Fiscal Support will provide the translation for the communication campaign and support with the paperwork associated with contracts, invoicing, book distribution etc.

Time base= 0.25 FTE Base salary = \$ 84,108/year (\$7,009/mo.) FY 2020-21 = 8 months.(November 2020 – June 2021) Calculation for FY 20-21: \$7,009 x.0.25 x 8 mo. = **\$14,018**

In 2021-22 Communication Staff will receive a 3% Cola = \$7,219/month beginning July 1, 2021

Calculation for 2021-22: $\$7,219 \times 0.25 \times 6 \text{ months} = \mathbf{\$10,828}$

2. Benefits

FY 2020–2021	FY 2021–2022	Total
\$ 18,136	\$ 14,010	\$ 32,146

0.25 FTE Program Manager Benefits
 32% full county benefit package including health insurance and retirement

0.25 FTE yearly benefits = 57,817\$/year (\$4,818/mo) FY 2020-21 = 8 months (November 2020- June 2021).

Calculation for FY 2020-21: $\$4,818 \times 0.25 \times 8 \text{ mo.} = \mathbf{\$9,636}$

In FY 20-21 expected increase to benefits by 3% = \$4,963/mo. beginning July 1, 2021.

Calculation for FY 2021-22: $\$4,963 \times 0.25 \times 6 \text{ month} = \mathbf{\$7,445}$

Communication/Clerical/Fiscal Support Benefits
 32% full county benefit package including health insurance and retirement

0.25 FTY yearly benefits = \$51,000/year (\$4,250) FY 2020-21 = 8 months (November 2020 – June 2021)

Calculation for FY 20-21: $\$4,250 \times 0.25 \times 8 \text{ months} = \mathbf{\$8,500}$

In 20-21 expected increase to benefits by 3% = \$4,377/mo..beginning July 1, 2021

Calculation for FY 2021-22: $\$4,377 \times 0.25 \times 6 \text{ mo.} = \mathbf{\$6,565}$

B. Operations

Total operations (Sum of B. 1–6)

FY 2020–2021	FY 2021–2022	Total
\$ 231,000	\$ 168,216.65	\$ 399,216.65

Please see the detailed explanations and calculations below

1. Materials and Supplies

FY 2020–2021	FY 2021–2022	Total
\$ 2,000	\$ 1,716.65	\$ 3,716.65

FY 20-21 (Nov 20-June 21)
 \$2,000 for printed materials & collateral – posters, flyer, children’s materials & supplies, postage

FY 21-22 (July 21 – Dec 21)
 \$1,716.65 for printed materials and collateral – posters, flyers, children’s materials & supplies, postage

2. Travel

FY 2020–2021	FY 2021–2022	Total
\$ 900	\$ 0	\$ 900

FY 20-21 (Nov 20 – June 21)
 1 Program Manager x 1 trip to Sacramento for state meeting regarding DLL = \$800 for hotel, travel and per diem = **\$900**

3. Equipment

FY 2020–2021	FY 2021–2022	Total
\$ 0	\$ 0	\$ 0

N/A

4. Incentives

FY 2020–2021	FY 2021–2022	Total

\$ 0	\$ 0	\$ 0
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See contract section. Incentives are included into contracts with the LEA's and SBCEO Workforce Pathways. First 5 will not be distributing incentives directly.

5. Contractual

FY 2020–2021	FY 2021–2022	Total
\$ 228,100	\$ 166,500	\$ 394,600

***Contract with AHC for Course Development and Faculty PD = \$10,400**

FY 20-21 (November 2020 – June 2021)

1 Faculty to develop course & degree x 80 hours X \$50 = **\$4,000**

Faculty incentive to attend PD training related to DLL/Diversity/COVID affects =
 8 faculty x \$50 per hour x 3 hour PD session x 1 PD sessions per faculty =
\$1,200

FY 21-22 (July 2021 – December 2021)

1 Faculty to develop course & degree x 80 hours X \$50 = **\$4,000**

Faculty incentive to attend PD training related to DLL/Diversity/COVID affects = 8
 faculty x \$50 x 3 hours PD session x 1 PD sessions per faculty = **\$1,200**

***Contract with UCSB for Evaluation = \$10,000**

FY 20-21 (January 2021- May 2021)

1 grad student x \$1,000 per month x 5 months = \$5,000

FY 2021-22 (August 2021 – December 2021)

1 grad student x \$1,000 per month x 5 months = \$5,000

***Contract with Four (4) Targeted LEA's = \$300,200**

Approximately per LEA = \$75,050

Family Literacy Project = \$63,200

FY 20-21 (Nov 20 – June 21)

Video Webinar and Package for 2 people to be trained plus 180 books = \$1,950
X 4 LEA's x 1 cohorts per LEA = \$7,800 + 800 (estimated tax + shipping) =
\$8,600

Infant/Toddler Kit = \$1,500+ \$ 200(estimated tax+ shipping) = **\$1,700**

20 chrome books x \$250 x 4 ELP's= \$20,000 + \$2,600 (estimated tax and
shipping) = **\$22,600**

Family incentive = 4 LEA's x 1 cohorts x 20 fam. per cohort x \$125 = **\$10,000**

FY 21-22 (July 21 – Dec 21)

Video Webinar and Package for 2 people to be trained plus 180 books = \$1,950
X 4 LEA's x 1 cohort per LEA = \$7,800 + \$800 (estimated tax + shipping) =
\$8,600

Infant/Toddler Kit = \$1,500+ \$ 200(estimated tax+ shipping) = **\$1,700**

Family incentives = 4 LEAS x 1 cohort x 20 fam per cohort x \$125 = **\$10,000**

Community Wide DLL Model = \$237,000

FY 20-21 (Nov 2020 – June 2021)

Each LEA will select one of the following two models to be implement over the year. It is being estimated that 2 LEA's will select CSUCI and 2 will select GLAD. If all select GLAD - slight adjustments may need to be made and additional books will be purchased for families or incentives may be adjusted.

Break down for California State University Channel Island Cohort =

25 X \$1,000 tuition = \$25,000

1 instructor = \$8,500

25 incentives x \$500 = \$12,500

Books for families = \$10,000

Coordination = \$5,000

Total = \$61,000

Breakdown for GLAD training for cohort of 20

25 x \$1,200 = \$30,000

25 incentives x \$500 = \$12,500

Books for families = \$10,000

Coordination = \$5,000

Total = \$57,500

FY 21-22 (July 2021 – December 2021)

Break down for California State University Channel Island Cohort =

25 X \$1,000 tuition = \$25,000

1 instructor = \$8,500

25 incentives x \$500 = \$12,500

Books for families = \$10,000

Coordination = \$5,000

Total = \$61,000

Breakdown for GLAD training for cohort of 20

25 x \$1,200 = \$30,000

25 incentives x \$500 = \$12,500

Books for families = \$10,000

Coordination = \$5,000

Total = \$57,500

***Contract with Radio Bilingue or other communication consultant = \$25,000**

Estimated cost based on past contracting. Communication plan for messaged around importance and value of being bilingual targeted at Mixtec and Spanish speaking families.

FY 20-21 (Nov 20- June 21)

\$12,500

FY 21-22 (July 21 – Dec 21)

\$12,500

*** Contract with SBCEO for Quality Counts/ Workforce Development = \$49,000**

FY 20-21 (Nov 20 – June 21)

80 individuals x \$500 x (21 hours focused on DLL/anti-bias/equity/diversity/trauma) = **\$40,000**

Special Training Series
 4 trainings x 1,000 = **\$4,000**

FY 21-22 (July 21 – Dec 21)
 2 trainings x \$2,500 = **\$5,000**

6. Other

FY 2020–2021	FY 2021–2022	Total
0	0	0

The following table reflects the figures found on DLL Pilot Expansion Study Budget Template

Funding Category	Total FY 2020–2021	Total FY 2021–2022	Grand Total
Total Personnel	\$ 48,384	\$ 37,375	\$ 85,759
Total Operations	\$ 231,000	\$ 168,216.65	\$ 399,216.65
Total Direct Costs	\$ 279,384	\$ 205,591.65	\$ 484,975.65
Indirect Cost Rate (not to exceed 15%)	15 %	15 %	
Indirect Costs	\$ 41,907.60	\$ 30,838.75	\$ 72,746.35
Total First 5 Funds	\$ 321,292	\$ 236,430	\$ 557,722

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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.

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- (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 with proper documentation.
- (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

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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.

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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.

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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.

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- (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

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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.

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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.

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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

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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

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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.

18. Conflict of Interest

It is the policy of F5CA, to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, or employees, officers, and directors of the Contractor or subcontractors. Thus, the State reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.

19. Ownership of Intellectual Property, Products, and Copyrights

- A. The State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to, any and all intellectual property or other products created or developed under this Agreement, whether published or produced. The copyright and other property rights to any and all products created or developed under this Agreement, whether published or produced, belongs to the State from the moment of creation. If the Contractor should lose its ability to service the Agreement with the State, the State shall retain the right to use said materials without further compensation to the Contractor.
- B. The State retains all rights to use, reproduce, distribute, or display any products created, developed, or produced under this Agreement and any derivative

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products based on Agreement products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.

- C. At any time the Contractor enters into an agreement with another party in order to perform the work required under this Agreement, the Contractor shall require the agreement to include language granting the State the copyright or other intellectual property rights for any products created, developed, or produced under the agreement and ownership of any products not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to the State in a format prescribed by the State. For any products for which the copyright is not granted to the State, the State shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such products in any manner for governmental purposes and to have or permit others to do so.
- D. All products distributed under the terms of this Agreement and any reproductions of products shall include a notice of copyright in a place that can be visually perceived at the direction of F5CA. This notice shall be prominently placed on products and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©," the year in which the work was created, and "First 5 California," or other appropriate mark as directed by F5CA.

20. Return, Destruction, and/or Release of Data or Products

In the event of conflict between Term 14 and the reviewing Institutional Review Board's interpretation of federal regulations regarding retention of consent forms or data collected for research, the Contractor will notify F5CA regarding this conflict for discussion and resolution between the IRB, the Contractor, and F5CA.

21. Human Subjects Protection and Data Security

To meet requirements for human subjects' protection under the state government institutional review board, the Contractor shall:

- Follow protocols approved by the state Committee for the Protection of Human Subjects (CPHS) including use of relevant notices or consent forms provided by F5CA for early educators, parents, or other individuals indicated.


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- Maintain local data securely by administrative, electronic, or physical safeguards in general accordance with the *CPHS Data Security Requirements* document:
<http://www.oshpd.ca.gov/Boards/CPHS/DataSecurityRequirements.pdf>.

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.

<i>Contractor/Bidder Firm Name (Printed)</i> FIRST 5 SANTA BARBARA COUNTY		<i>Federal ID Number</i> 95-6002833
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> WENDY SIMS-MOTEN, Executive Director		
<i>Date Executed</i> 1-12-2020	<i>Executed in the County of</i> CA	

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 lessor 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.

Current State Employees (Pub. Contract Code §10410):

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))

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 lessor 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,

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):

Company/Vendor Name (Printed): FIRST 5 SANTA BARBARA COUNTY	Federal ID Number: 95-6002833
Printed Name and Title of Person Initialing (for Options 1 or 2): WENDY SIMS-MOTEN, EXECUTIVE DIRECTOR	

1. We do not currently have, and have not had within the previous three years, business activities
Initials _____ or other operations outside of the United States.

OR

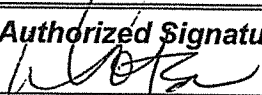
2. We are a scrutinized company as defined in PCC section 10476, but we have received written
Initials _____ permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to PCC section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. We currently have, or we have had within the previous three years, business activities or other
Initials _____ 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.

By (Authorized Signature): 	
Printed Name and Title of Person Signing: WENDY SIMS-MOTEN, EXECUTIVE DIRECTOR	
Date Executed: 1-12-2021	Executed in the County and State of: CA

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.

Race Classification – As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <https://www.whitehouse.gov/wp-content/uploads/2017/11/Revisions-to-the-Standards-for-the-Classification-of-Federal-Data-on-Race-and-Ethnicity-October30-1997.pdf>

- 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: \$ 557,722.00

Contract Award Date: 10/01/2020

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.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
FIRST 5 SANTA BARBARA COUNTY	95-6002833

By (Authorized Signature)

Wendy Sims-Moten

Digitally signed by Wendy Sims-Moten
Date: 2021.01.12 09:44:38 -08'00'

Printed Name and Title of Person Signing

WENDY SIMS-MOTEN

Executed in the County of	Executed in the State of
SANTA BARBARA COUNTY	CA

Date Executed

01/12/2021