



AGENDA ITEM: 10
DATE OF MEETING: January 24, 2013
ACTION: X
INFORMATION: _____

STRATEGIC PLAN PROCESS

SUMMARY OF REQUEST

Staff is requesting approval of a plan to develop a new strategic plan for First 5 California, including a contract with a consultant to facilitate a planning process involving First 5 county commissions and other key stakeholders, and the appointment of a Commission ad hoc advisory committee for strategic planning.

BACKGROUND

In January 2008, First 5 California implemented a five-year strategic plan as the Commission's roadmap for fulfilling the requirements and spirit of the California Children and Families Act (the Act, or Proposition 10) and identifying the Commission's unique role in meeting the needs of children 0 to 5. The 2008 Strategic Plan reflected the maturity and vision of First 5 California, established a challenging mission to be recognized by 2012 as California's unequivocal voice for children 0 to 5 to ensure greater equity in their readiness for school, and articulated a broad set of goals, strategies and objectives for the next five years.

The 2008 Strategic Plan embraced an earlier document adopted in 2001 by the Commission known as the Guiding Principles, which serve as the values-based foundation for all Commission decisions. The six Guiding Principles are:

- Child Centered*** Focus all programs and activities on the needs of California's children.
- Family Focus*** Support families as children's primary caregivers and first teachers.
- Diversity*** Ensure that families from all of California's diverse populations connect to services needed to succeed.
- Public Support*** Build a foundation of support for a comprehensive, integrated and holistic early childhood development system.

Quality Standards Incorporate the highest quality, evidence-based standards when assessing program effectiveness.

Partnerships and Leveraging Promote collaboration with public and private partners, building on existing systems.

At the highest level, the 2008 Strategic Plan adopted five Goals to achieve the mission:

Focus on Policy Development Implement a comprehensive policy agenda that elevates the needs of children 0 to 5.

Invest in Program Development Establish a distinctive set of sustainable health and education programs for children 0 to 5.

Broaden Public Awareness Build recognition and generate support for the needs of children 0 to 5.

Enhance Research and Evaluation Assess the value of programs for children.

Strengthen Organizational Operations and Systems Provide quality and cost-effective services to our partners.

Through regular reports and updates to the Commission over the past five years, staff reported on the status and accomplishment of the various strategies and objectives supporting these goals. In July 2012, all but four objectives had been accomplished. Two of the remaining objectives reflected the evolution in First 5 California's plans for data collection—in 2008 the Strategic Plan envisioned an enterprise system that would serve all First 5 California programs, whereas in 2012 the staff favored simple but powerful systems tailored to specific programs. The other two remaining objectives articulated research and evaluation goals—namely longitudinal studies and policy reports establishing the connection between First 5-funded programs and family self-sufficiency—which had not yet been launched due to the complexity of such efforts. At the July 2012 Commission meeting, the Commission approved extended timelines for these four remaining objectives to December 2014.

At the October 2012 Commission meeting, several members of the Commission remarked that, given the completion of virtually all of the objectives of the five-year 2008 Strategic Plan, it was time to begin a new strategic planning process to guide the Commission's future program, policy and funding decisions.

STAFF RECOMMENDATION

Staff seeks the Commission's approval to begin developing a new strategic plan for First 5 California. The prior 2008 Strategic Plan was integral to the Commission's development

of its Child, Parent and Teacher Signature Programs, and guided the Commission's decisions on critical investments in programs and partnerships. Now, the 2008 plan is virtually complete. A new strategic plan will serve as an important compass for the Commission's deliberations to decide how best to plan future work, investments and partnerships. It is especially important, given that First 5 California's financial condition is markedly different than when the 2008 plan was adopted. Since then, there has been a steady decline in tobacco tax revenues and an increase in administrative expenses claimed by the Board of Equalization. In addition, the recession has severely impacted the State's general fund, and the Governor and Legislature have sought a total of \$409,550,000 from First 5 California—of which the Commission has approved \$329,550,000 thus far—over the last five fiscal years. A renewed strategic plan which reflects this strained fiscal environment will enable the Commission and our partners to better understand how we can maximize our organizational effectiveness with shrinking resources.

The two key business elements of this request include:

- A contract with a consultant to facilitate a planning process that would include First 5 county commissions and other key stakeholders, and
- The appointment of an ad hoc advisory committee consisting of two Commissioners to work closely with staff in developing the proposed strategic plan.

Contract for a Consultant

Staff proposes to conduct a competitive bidding procurement process to obtain an expert in organizational development and strategic planning, who would coordinate the design and implement a work plan resulting in a new strategic plan for First 5 California.

In 2007, First 5 California contracted with Mr. Alan Glassman at California State University, Northridge, for \$150,000 to coordinate the development of a five-year strategic plan addressing the statutory mandates, authorities and the accompanying model for statewide alignment. (See Contract CCFC 7038, attached.)

For this new strategic plan, staff would develop a scope of work largely based on the previous contract. However, key improvements would be made to ensure clear leadership from Commissioners and Executive staff in the design of the process and to increase the level of input from First 5 county commission and other key stakeholders. First 5 California would be seeking a consultant with the demonstrated ability to effectively and efficiently deliver a statewide strategic plan.

The contract with Mr. Glassman initially anticipated that the strategic planning process would take approximately one year. The contract began on January 8, 2007. The first draft was presented to the Commission in July 2007, when the Commission provisionally approved it with recommended revisions. The final version reflecting the Commissioners' comments was adopted in October 2007.

Staff proposes a similar time frame for preparing this new strategic plan, and anticipates that a draft plan would be ready to present to the Commission by July 2013.

Appointment of an Ad Hoc Advisory Committee for Strategic Planning

Additionally, staff proposes that the Commission appoint an ad hoc advisory committee of two members of the Commission to lead staff's development of a proposed strategic plan. Given the importance of the strategic plan to the policy direction, programs, and evaluation of First 5 California, staff envisions a planning process that includes the active participation of Commissioners to enable the development of a proposed plan that is reflective of the Commission's perspective and priorities. Staff would ask the lead Commissioners to engage with county commission representatives and other stakeholders, to ensure that the input of important policy and program partners is considered in the plan. The consultant's scope of work would include working with the First 5 California Chief of Communications to develop a communications plan for the development of the strategic plan, including the identification of opportunities for interested persons to communicate with the ad hoc advisory committee.

As with the Commission's other standing committees, staff proposes this ad hoc committee be advisory in nature, with no delegated authority to make decisions on behalf of the Commission. The full Commission would retain its full authority to approve or reject the final proposed plan. Staff would look to the lead Commissioners to report on the progress of the strategic planning effort to the full Commission at the quarterly meetings, and to present the final proposed strategic plan to their colleagues when it is ready for consideration by the full body.

In sum, staff would highly value the participation and input from the ad hoc advisory committee, and believes the strategic plan will be enriched as a result of the committee's involvement.

FISCAL IMPACT

Staff anticipates contracting with a consultant for no more than \$150,000 to complete the scope of work associated with coordinating the development of the strategic plan. The contract would be assigned to the Unallocated Account. Although the funds would be allocated from Fiscal Year 2012-13, any amount in the contract not expended by June 30, 2013, would be rolled over to Fiscal Year 2013-14 through the end of the contract term.

In addition to the contract cost, there will be significant workload for First 5 California staff, the ad hoc advisory committee members (who will not be compensated for their services outside of per diem and reasonable expenses), and for commissioners and staff of First 5 county commissions who participate in the process. The cost of printing copies of the strategic plan beyond a limited number included in the consultant's contract may also be an added expense.

ADVISORY COMMITTEE REVIEW

Staff discussed this proposal with the Executive Committee, including Chair Jennifer Kent and Vice Chair Patrick Duterte, on January 9, 2013.

ATTACHMENTS

- Contract CCFC 7038

FUNDING REQUEST FISCAL DETAIL

Title of Request:	2013 Strategic Plan				<input checked="" type="checkbox"/> Contract <input type="checkbox"/> Program Disbursement <input type="checkbox"/> Special Disbursement	
Amount of Current Agreement:	Up to	\$ n/a	Expenditures to Date:	\$ n/a		
Current Term of Agreement:		Through				
			Fiscal Year Detail			
			FY 12-13	FY __-__	FY __-__	FY __-__
New Amount Requested:	Up to	\$150,000	\$150,000			
Total Amount of Agreement:	Up to	\$150,000	\$150,000			
Percent of Available Fund Balance Affected by Agreement						
Proposed Funding Term:	January 2013	Through	December 2013			
First 5 California Account Name:	Unallocated Account	Account Number	0639	Fund Availability Confirmed	<input checked="" type="checkbox"/> Yes By: Sandy Beck	
Statutory Purpose: Health and Safety Code 130105(a)(1)(L)	For expenditure by state commission for any of the purposes of this act described in Section 130100 provided that none of these moneys shall be expended for the administrative functions of the state commission.					
Do our funds leverage others?	<input type="checkbox"/> Yes (explain) <input checked="" type="checkbox"/> No	Commission Funds	Leveraged Funds	Total Funds		
Explanation:						
Key Deliverable Descriptions						Deliverable Date
Develop and implement a workplan for the development of the State strategic plan						TBD
Design data collection and analysis processes						TBD
Facilitated meetings and presentations to Commissioners, staff and stakeholders						TBD
Draft the strategic plan in coordination with the Commission advisory committee and staff						TBD
Present draft plan to the State Commission						TBD
Present final plan to the State Commission and provided electronic and 20 print copies of the final plan						TBD
Provide monthly status reports						Monthly

AGENDA ITEM: 10
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STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

CCFC 7038

REGISTRATION NUMBER

42500107157861.1

AMENDMENT NUMBER

A1

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
California Children and Families Commission (CCFC)
- CONTRACTOR'S NAME
University Corporation at California State University, Northridge
2. The term of this Agreement is: January 8, 2007 through December 31, 2007
3. The maximum amount of this Agreement after this amendment is: \$150,000.00
One Hundred Fifty Thousand Dollars and 00/100
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- A. The purpose of this amendment is to reflect the official date of contract execution and to extend the term of this agreement by six months. Therefore, Item 2 above shall read, "The term of this agreement shall be January 8, 2007 through December 31, 2007."

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
University Corporation at California State University, Northridge		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Scott Perez, Director of Sponsored Research		
ADDRESS		
18111 Nordhoff Street, Northridge, CA 91330-8222		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
AGENCY NAME		
California Children and Families Commission		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kris Perry, Executive Director		
ADDRESS		
2389 Gateway Oaks Drive, Suite 260, Sacramento, CA 95833		

AGREEMENT NUMBER CCFC 7038
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
California Children and Families Commission (CCFC)
 CONTRACTOR'S NAME
University Corporation at California State University, Northridge
2. The term of this Agreement is: **September 15, 2006 through June 30, 2007**
3. The maximum amount of this Agreement is: **\$ \$150,000.00**
One Hundred Fifty Thousand and 00/100
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:

Exhibit A – Scope of Work	1 Page(s)
Attachment I – Detailed Scope of Work	5 Page(s)
Exhibit B – Budget Detail and Payment	2 Page(s)
Attachment I – Detailed Cost/Budget	1 Page(s)
Exhibit C* – General Terms and Conditions	GIA-101
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	2 Page(s)
<input type="checkbox"/> Exhibit D* Special Terms and Conditions	
Exhibit E – Additional Provisions	3 Page(s)

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 www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, the parties have executed this Agreement hereto.

CONTRACTOR	California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
University Corporation at California State University Northridge	
BY (Authorized Signature)	DATE SIGNED (Do not type)
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Scott Perez, Director Sponsored Research	
ADDRESS	
18111 Nordhoff Street Northridge, CA 91330-8222	
STATE OF CALIFORNIA	
AGENCY NAME	
First 5 California Children and Families Commission	
BY (Authorized Signature)	DATE SIGNED (Do not type)
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Jerri L. Dale, Chief Deputy Director	
ADDRESS	
501 J Street, Suite 530 Sacramento, CA 95814	
<input type="checkbox"/> Exempt per _____	

**EXHIBIT A
 (Interagency Agreement)**

SCOPE OF WORK

1. University Corporation at California State University, Northridge (CSU Northridge) agrees to provide the following services, through the Center for Management & Organization Development:

Coordinate the development of a five-year strategic plan for the First 5 California Children and Families Commission (CCFC) for fiscal years 2006/07 through 2011/12.

- Design and develop a new fiscal year, five-year strategic plan addressing the statutory mandates, authorities, and the accompanying model for statewide alignment.

2. The CCFC agrees to provide the following services:

Provide project support related to monitoring, reviewing, and commenting on project submissions, as well as access to necessary business and technical documents for the Contractor to complete the tasks/deliverables identified.

The project representatives during the term of this Agreement will be:

Requesting Agency: First 5 California, Children and Families Commission	Providing Agency: University Corporation at California State University (CSU), Northridge
Name: Jerri L. Dale, Chief Deputy Director	Name: Scott Perez, Director of Research Graduate Studies, Research & Intl. Programs
Phone: 916-323-0056	Phone: 818-677-2901
Fax: 916-323-0069	Fax: 818-677-6691

Direct all inquiries to:

Requesting Agency: First 5 California, Children and Families Commission	Providing Agency: University Corporation at CSU, Northridge
Section/Unit: Executive	Section/Unit: California State University—Northridge Center for Management & Organization Development (CSUN-MOD)
Attention: Marc Brandon	Attention: Alan Glassman, Executive Director
Address: 501 J Street, Suite 100 Sacramento, CA 95814	Address: 18111 Nordhoff Street Northridge, CA 91330-8376
Phone: 916-323-2555	Phone: 818/677-6400
Fax: 916-327-8493	Fax: 818-677-6401

**ATTACHMENT I
DETAILED SCOPE OF WORK
(Interagency Agreement)**

The Contractor shall provide expertise and services to the First 5 California Children and Families Commission (CCFC) as described in the tasks below:

Task #1: Project Management

The Contractor will assign a Project Manager to provide leadership and oversight for all work, including, but not limited to the preparation of monthly status reports, design of data collection and analysis processes, presentations to Commission members, stakeholders, and staff, and development of change management and implementation recommendations.

Project Management Tasks

The Contractor's Project Manager will:

- 1.1 Provide a written design of a comprehensive methodology to engage in the development of a new fiscal year, five-year strategic plan addressing the mission of the CCFC. The written design must be completed within seven working days from the time a contract is signed by all parties and deemed fully executed and provide all contract deliverables by May 30, 2007. The CCFC reserves the right to authorize an extension of the project deliverables through June 30, 2007, if the Contractor can establish a compelling reason for the delay in product delivery and with prior approval from the CCFC.
- 1.2 Develop and submit to the CCFC a detailed Project Work Plan and Schedule for review and approval by the CCFC's Project Manager. The Work Plan and Schedule will:
 - 1.2.1 Detail the Contractor's strategic goals and objectives associated with this project.
 - 1.2.2 Detail the Contractor's procedures and processes for developing the strategic plan.
 - 1.2.3 Identify key stakeholders in the process.
 - 1.2.4 Identify tasks and deliverables related to the strategic plan development.
 - 1.2.5 Identify key milestone dates for process and product completion.
 - 1.2.6 Identify and clearly explain all responsibilities of CCFC personnel.
 - 1.2.7 Identify any subcontractors and work associated with the subcontract
 - 1.2.8 Include a plan and process for managing changes to the scope of work.
- 1.3 Identify key staff, subcontractors, and others involved in the development of the methodology and subsequent plan.
- 1.4 Submit to the CCFC within seven working days from the time a contract is signed by all parties and deemed fully executed the names, titles, and resumes of the Project Manager and key staff involved with the design, coordination, facilitation, and development of the strategic plan. The Contractor shall not reassign professional personnel assigned to the executed contract during the term of the contract without prior written approval of the CCFC Project Manager. If a Contractor employee is unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

**ATTACHMENT I
DETAILED SCOPE OF WORK
(Interagency Agreement)**

- 1.5 Oversee and coordinate any required change management processes.
- 1.6 Provide written status reports and meet (by phone or in person) with the CCFC's Project Manager monthly, or as requested, to review the progress against the Project Work Plan and Schedule.

The Contractor agrees to be reasonably available to the CCFC staff at all times to address any issues related to this contract.

The Contractor is not limited to the strategic plan components presented in this scope of work and the Contractor is encouraged to expand on the suggested Work Plan components and the approach they would take to facilitate development of a comprehensive Strategic Plan.

Task #2: Documentation Review

- 2.1 Immediately upon contract execution, Contractor shall examine and gain an understanding of the following key project documents, to be provided by the CCFC.
 - California Children and Families First Act of 1998
 - Current CCFC Strategic Plan
 - List of appointed Commissioners
 - CCFC Organization Chart
 - Strategic Planning Guidelines for County Commissions
 - CCFC Principles on Equity
 - Regional Commission Groups
 - Bureau of State Auditor Reports
 - Commission Meeting Minutes beginning August 2005 through July 2006
 - State Contracting Manual Section 3.06, Agreements With Other Governmental Entities and Public Universities

Task #3: Planning Coordination/Preparation Session with CCFC Executive Management Team

- 3.1 The Contractor shall conduct a planning coordination/preparation session with the CCFC Executive Management Team to review the documents, information, and materials referred to in TASK #1 above to ensure that the Contractor and the CCFC are in agreement on the methodology and plan for the development the fiscal year, five-year strategic plan.
- 3.2 The Contract shall secure written approval from the CCFC on the proposed work plan for the development of the five-year strategic plan before implementation of the plan.

Task #4: Stakeholders Input Sessions (related to Task 1.2.4)

- 4.1 Contractor will produce a Stakeholders Input Plan that outlines the structure of the stakeholder's involvement, ensures diversity in stakeholder representation, specifies the involvement of the stakeholders in the tasks associated with the development of the strategic

**ATTACHMENT I
DETAILED SCOPE OF WORK
(Interagency Agreement)**

plan including, but not limited to, conducting preliminary meetings with staff, conducting external and internal environmental analyses; documenting issue identification, conducting research, identifying metrics for measuring goal achievement, developing strategies, planning support, tracking and evaluation.

- 4.2 Contractor shall provide the Stakeholder Input Plan to the CCFC for review and approval before implementation.
- 4.3 Contractor shall conduct stakeholder meetings, document, summarize, analyze, and submit to the CCFC a written report of stakeholder input. Contractor may develop and conduct an electronic survey of selected stakeholders to gain feedback on future early childhood development programs and funding impacts.
- 4.4 Through stakeholder input, possibly an on-line survey, Contractor will assess the success of previous media campaigns specifically targeted to CCFC's program objectives.

Task #5: Presentation Before the State Commission

- 5.1 Contractor will present initial planning approach to State Commission members at the October 19, 2006, meeting.
 - 5.1.1 The Contractor shall submit to the Executive Director of the CCFC the presentation outline, speaking points, and all materials planned to be presented to the State Commission at least 15 days prior to the scheduled meeting.
- 5.2 At the January 2007 Commission meeting, Contractor will facilitate input for the strategic plan from the Commissioners and members of the public.
 - 5.2.1 The Contractor shall submit to the Executive Director of the CCFC the facilitation plan, presentation outline, speaking points, and all materials planned to be presented to the State Commission at least 15 days prior to the scheduled meeting.
- 5.3 The Contractor will provide written documentation of all materials presented before the Commission and a written summary of the Commission's responses to the presentation for incorporation into the Commission Minutes.
- 5.4 The Contractor will develop a comprehensive response to the Commission and modify the proposed Work Plan and Schedule to reflect all input from the Commission meeting, as appropriate.

Task #6: Key Strategic Plan Components

The Contractor will:

- 6.1 Identify recipients of CCFC services as well as CCFC Stakeholders.
- 6.2 Plan, schedule required meeting(s), and facilitate the review and validation of CCFC's mission statement and, if necessary, create a new mission statement.

**ATTACHMENT I
DETAILED SCOPE OF WORK
(Interagency Agreement)**

- 6.3 Plan, schedule required meeting(s), and facilitate the identification and development of CCFC's core values and philosophies that will determine how the CCFC carries out its mission.
- 6.4 Plan, schedule required meeting(s), and facilitate a review of the CCFC's vision to ensure it is a compelling and vivid conceptual image of the desired future.
- 6.5 Plan, schedule required meeting(s), and facilitate the identification and documentation of CCFC's strategic goals and associated objectives or specific measurable targets for accomplishing the goals.
- 6.6 Plan, schedule required meeting(s), and facilitate the development of a comprehensive Action Plan that will provide a detailed description of all key strategies to be used to implement each objective and will clearly identify accountability for each strategy.
- 6.7 Plan, schedule required meeting(s), and facilitate the development of an organizational design that will enable the CCFC to effectively reach its goals.
- 6.8 Develop a Strategic Planning Monitoring Plan that will identify performance measures to enable management to gage progress and ensure accountability.
- 6.9 Research and advise on the use of automated monitoring and tracking systems to monitor strategic plan progress, compile management information, and keep the plan on track.
- 6.10 Plan, schedule required meeting(s), and facilitate the development of a Resource Allocation Plan that will enable the CCFC to determine the allotment of assets or resources necessary to carry out the identified strategies and achieve the stated objectives, within a priority framework.
- 6.11 Develop a strategy for communicating the Strategic Plan, so that all managers, staff, and stakeholders have a clear understanding of the plan and their role in it.

Contractor Requirements

In addition to the tasks and deliverables listed above, the Contractor must:

- Report any problems and or issues and recommended solutions as they occur, or are identified.
- Communicate (via e-mail, phone, or in person) as necessary to ensure timely and adequate communications between the contractor, CCFC Executive Management team, State Commission, and other identified stakeholders.
- Ensure the deliverables described above are approved and accepted by the CCFC.
- Ensure the timelines set forth in their Work Plan and Schedule can be met.

**ATTACHMENT I
DETAILED SCOPE OF WORK
(Interagency Agreement)**

- Deliver project deliverables on time as agreed to by due dates specified.
- Ensure the final fiscal year, five-year strategic plan represents a professional product that includes appropriate graphics and is grammatically correct, organized, well-formatted, and reader friendly.
- Submit to the CCFC 20 print copies of the final approved product and an electronic copy that is compatible with CCFC system capabilities and State of California accessibility guidelines for electronic posting on the Internet.

If the CCFC declines to accept deliverables, the Contractor will be required to make required changes to deliverables within five (10) business days after the CCFC acceptance was declined. The Contractor will be required to ensure that all changes reference the task to be documented in the delivery schedule.

CCFC Requirements

The following requirements will apply to the CCFC. The CCFC must reasonably provide the following to the Contractor:

- Within five work days from the date of the executed contract, provide the Project Manager a list of stakeholders.
- Within three work days from the date of the executed contract, provide the Project Manager contact information for key CCFC staff
- Within 10 calendar days from the date of the executed contract, develop and disseminate notice to key stakeholders of the strategic plan development process, introduce the contractor for the process, and encourage participation and responsiveness to contractor inquires or requests to meet.
- Immediate access to documents listed in Task #2.1 and other documents and resources requested by the contractor, as appropriate.
- Meeting facilities for meetings with CCFC staff, as appropriate.
- Staff support in coordinating required meetings with the CCFC Executive Management team.

The CCFC will conduct an acceptance and approval process at the end of each major deliverable. The CCFC has a maximum of five (5) business days for review and acceptance of a deliverable.

**EXHIBIT B
(Interagency Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the CCFC agrees to compensate the University Corporation at California State University, Northridge for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. All invoices must be submitted in triplicate, approved by the Contractor's Project Manager and include the following:
- Transmittal with the Contract number
 - A certification statement signed by a representative of the contractor, attesting to the accuracy of the invoice data
 - Invoices shall be submitted by the Contractor in sufficient scope and detail to define the actual work performed, including a description of the activities of the Contractor and subcontractors and the hours allocated to those activities and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Children and Families Commission
Attention: Sandy Beck
501 J Street, Suite 530
Sacramento, CA 95814
(916) 323-0056

Failure to submit such documents may result in nonpayment of invoices.

- C. The CCFC reserves the right to review service levels or billing procedures as they relate to this Agreement. Expenditures must be commensurate with the services provided. The CCFC reserves the right to adjust the spending authority and/or invoices if expenditures are not commensurate with services.

2. 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 or this Agreement in any manner.
- B. 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 & Families Trust Fund. If sufficient funds are not available in the appropriate account of

**EXHIBIT B
(Interagency Agreement)**

the California Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation Code section 30131.2, this Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or the California Families and Children Commission 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.

- C. The CCFC reserves the right to transfer the budget amounts from one category in the proposed budget to another category based developmental contingencies upon written submission of the Contractor and approval by the CCFC.

3. Advance Payment

Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

4. Travel Reimbursement

The CCFC agrees to reimburse authorized travel and per diem expenses incurred in the performance of services being provided to the CCFC. Any necessary travel will NOT exceed state rates and be in accordance with current Department of Personnel Administration (DPA), Section 599.619. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on State travel forms. No travel outside California will be reimbursed without PRIOR written authorization from CCFC. Any invoices submitted without this referenced information may be returned to the Contractor for further re-processing.

**ATTACHMENT I
 DETAILED COST/BUDGET
 (Interagency Agreement)**

Complete the Staffing Plan Detail Table listing proposed staff for all tasks. Expand table as needed. Complete a separate staffing plan detail table for any proposed work performed by subcontractors.

STAFFING PLAN DETAIL TABLE					
Task	Proposed Staff Name(s)	Personnel Classification	Hourly Rate	Total Number of Hours	Total Cost
1					
				Task 1 Total	
2					
				Task 2 Total	
3					
				Task 3 Total	
4					
				Task 4 Total	
5					
				Task 5 Total	
6					
				Task 6 Total	
Contract Labor Category Total					

INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)

Overhead Rate _____

Fringe Benefits _____

Indirect Cost Category Total \$ _____

DIRECT COSTS (EXCEPT LABOR)

Travel Costs _____

Equipment and Supplies (Itemized) _____

Other Direct Costs (Itemized) _____

Direct Cost Category Total \$ _____

TOTAL COSTS \$ _____

**EXHIBIT D
(Interagency Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Confidentiality

- A. All data and information related to CCFC operations, which are designated confidential by CCFC or developed by the Contractor and deemed confidential by CCFC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, CCFC paper and or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. The Contractor and his or her 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 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 shall immediately notify the Contract Manager of any request from a third party for disclosure of any information relating to this agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless the Contract Manager authorizes the disclosure of the information in writing, the Contractor and all subcontractors shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

2. 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.
 - (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

**EXHIBIT D
(Interagency Agreement)**

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 contract funds to promote a yes or no vote on a ballot measure.
- C. The Contractor shall not use contract funds to promote, directly or indirectly, any candidate for an elective public office.
- D. The Contractor and its subcontractors 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 works generated by this Agreement.

3. News Releases and Publicity

The Contractor shall not issue any news release or make any statement to the news media regarding the 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 CCFC.

EXHIBIT E
(Interagency Agreement)

ADDITIONAL PROVISIONS

1. Copyrights and Ownership of Products

- A. The State shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all Products created, provided, or developed under this Agreement, whether or not published or produced. The copyright to any and all Products created, provided, or developed under this Agreement, whether or not published or produced, belongs to the State from the moment of creation.
- B. The State retains all rights to use, reproduce, distribute, or display any Products created, provided, developed, or produced under this Agreement and any derivative products based on Agreement Products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.
- 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 for any Products created, provided, 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 CCFC. This notice shall be placed prominently 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 "California Children and Families Commission". When space does not permit, and with advance approval of CCFC Contract Manager or his/her designee, "California Children and Families Commission may be abbreviated "CCFC".

**EXHIBIT E
(Interagency Agreement)**

2 Rights in Data

Notwithstanding any other provision of this Agreement or its Exhibits, Contractor and CCFC understand and agree that the provision entitled "Copyrights and Ownership of Products" governs all ownership right to data files and databases.

3 Release of Products

The Contractor shall not release or disclose any products created, produced, or developed pursuant to this Agreement to any person, except to contractor personnel, subcontractors, attorneys, prospective vendors, Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, distribution of the products. Products include, but are not limited to, drafts or works in progress. The Contractor shall employ reasonable procedures to protect these products from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

4 Subcontracting

All subcontracting shall be conducted in accordance with the State Contracting Manual, Volume 1, Section 3.06.

5 Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors 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 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 moneys to any subcontractor.

6 Principles on Equity

In recognition of the significant gaps and disparities in the provision of services for children and their families and as observed in educational, health and other outcomes, the State Commission adopted the Principles on Equity in October 2001. With the adoption of the Principles on Equity, it is CCFC's expectation that

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contractors' policies and programs will equitably provide California's children (prenatal to 5) from diverse backgrounds and with diverse abilities with accessible, family-friendly, culturally competent, quality early childhood services and programs designed to help the Prop 10 funded programs embrace the spirit and direction of the Principles on Equity. Elements of the Principles on Equity must be evident in the contractor's work plan from program development through implementation and evaluation/reporting. There are four major components to the Principles on Equity:

1. Inclusive Governance and Participation
2. Access to Services
3. Legislative and Regulatory Mandates
4. Results-based Accountability

Contractor can refer to the booklet "A Guide To Doing Business With California Children & Families Commission" or the First 5 California Web site www.ccfc.ca.gov for the full text with the complete listing of the Principles on Equity.