

A G E N D A

REGULAR MEETING FIRST 5 ORANGE COUNTY, CHILDREN & FAMILIES COMMISSION

Wednesday, February 4, 2026, 9:00 A.M.

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

SOLEDAD L. RIVERA
Chair

VICENTE SARMIENTO
Vice Chair

MADELYNN HIRNEISE
Commissioner

YVETTE LAVERY, MPA, MBE
Commissioner

IRENE SALAZAR
Commissioner

RAMIN BASCHSHI, MD
Commissioner

VERONICA KELLEY, DSW, LCSW
Commissioner

KATY MCINNES
Commissioner

AN TRAN
Commissioner

President/CEO
Kimberly Goll

Commission Counsel
Cassie Trapesonian

Clerk of the Commission
Maria Lopez, Deputy

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

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

Please click the link below to join the webinar:

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Instructions for Public Comments: Members of the public may address the Commission regarding any item in person, via Zoom, or by submitting in written comments as outlined below. All speakers providing public comment in person or through Zoom will be recognized by the Chair at the time the agenda item is to be considered. If you wish to speak on a matter that does not appear on the agenda, you may do so during the Public Comments period at the close of the meeting. A speaker's comments shall be limited to three minutes.

A G E N D A

1. In-Person Comment - Members of the public may attend the meeting in person and address the Commission regarding any item contained in the agenda. If you wish to speak on an agenda item, please complete a Speaker Form identifying the item(s) and deposit it in the Speaker Form Return box located next to the Clerk. Speaker Forms are available at the entrance of the Conference Center
2. Verbal Comment (Zoom) – Public Comment may also be made by member of the public participating via Zoom. When the item is called, use the “Raise Hand” feature in Zoom or dial *9 if participating by phone. Please wait to be called upon by staff.
3. Written Comment - Public comments may be submitted in writing by emailing them First5OC@first5.oc.gov. The comments will be distributed to all of the Commissioners and read into the meeting record. If you wish to comment on a specific agenda item, please identify the item in your email. General public comments will be addressed during the general public comment item on the agenda. In order to ensure that staff has the ability to provide comments to the Commissioners in a timely manner, please submit your comments by 12:00 p.m. on **February 3, 2026**. Public comments will be made available to the public upon request.

Any member of the public requiring a reasonable accommodation to participate in this meeting should contact the Commission at least 48 hours prior to the meeting at First5OC@fcoc.ocgov.com or (714) 834-2206.

All supporting documentation is available for public review online at <https://first5oc.org/> and in the office of the Clerk of the Board of Supervisors located in the County Administration North, 400 W. Civic Center Dr., 6th Floor, Santa Ana, California 92701 during regular business hours, 8:00 a.m. - 5:00 p.m., Monday through Friday

9:00 A.M.

PLEDGE OF ALLEGIANCE

PRESENTATIONS: (Item 1)

1. Receive Presentation on First 5 Orange County’s Community Outreach

REGULAR ITEMS: (Items 2 - 8)

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

2. Approve Roster for Qualified Consultant Applicants
3. Receive Report on First 5 Orange County Strategic Plan Process
4. Receive and Confirm Update to the Annual Long-Term Financial Plan
5. Authorize Receipt of Funds and Adopt Resolutions Authorizing Amendment to Extend Agreement with the Orange County Social Services Agency and New Agreements with Designated Subcontractors for Participation in the CalWORKs Home Visiting Program
6. Adopt Resolution Authorizing an Amendment to Agreement with Community for Innovation, Entrepreneurship, Leadership and Opportunity (CIELO) to Increase Funds for Stipends to Family Child Care Business Incubator Participants

A G E N D A

7. Adopt Resolution Authorizing Agreement with Full Circle Health Network for Community Health Worker, Enhanced Care Management, and Community Supports Services
8. Authorize Memorandum of Understanding (MOU) with CalOptima Health

PRESIDENT/CEO REPORT: (Item 9)

9. Receive the President/Chief Executive Officers Report
 - a. New Conditions of Children Report Released
 - b. Policy Update
 - c. First 5 OC 2026 Board Recruitment
 - d. Financial Update
 - e. Action Plan Update

PUBLIC & COMMISSION COMMENTS & ADJOURNMENT:

At this time members of the public may address the Commission on any matter not on the agenda but within the jurisdiction of the Commission. The Commission or Chair may limit the length of time each individual may have to address the Commission.

PUBLIC COMMENTS:

COMMISSION COMMENTS:

ADJOURNED:

NEXT MEETING:

April 1, 2026 Regular Meeting, 9:00 A.M.



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

Commissioners:
Soledad Rivera, Chair, Vicente Sarmiento, Vice Chair
Ramin Baschshi, M.D, Madelynn Hirneise, Veronica Kelley Ph.D.
Yvette Lavery, Katy McInnes, Irene Salazar, An Tran

CEO/President: Kimberly Goll

Agenda Item 1
February 4, 2026

DATE: January 5, 2026

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Receive Presentation on First 5 Orange County's Community Outreach

A handwritten signature in black ink that reads "Kimberly Goll".

SUMMARY:

First 5 Orange County's community outreach work builds relationships, meets families where they are, and break down barriers that prevent children from accessing the support they need to thrive. Consistent engagement with community partners, local agencies, and families helps us ensure our programs reflect the needs of Orange County's diverse communities.

The Partnerships and Government Affairs team, led by Tiffany Alva, Director of Partnerships and Government Affairs, and Vy Na, Community Outreach and Partnerships Manager, plays a key role in this work by strengthening local relationships and coordinating outreach efforts. Tiffany and Vy will provide a recap of community outreach and engagement efforts for 2024-25, highlighting partnerships, outreach activities, and collaborations that supported children and families throughout the county. They will also share priorities for the coming year, focusing on new strategies to expand community connections, strengthen partnerships, and improve outcomes for young children and their families.

ATTACHMENT:

1. Community Outreach Recap of 2024-25 and Overview for 2026-27.

CONTACT: Tiffany Alva

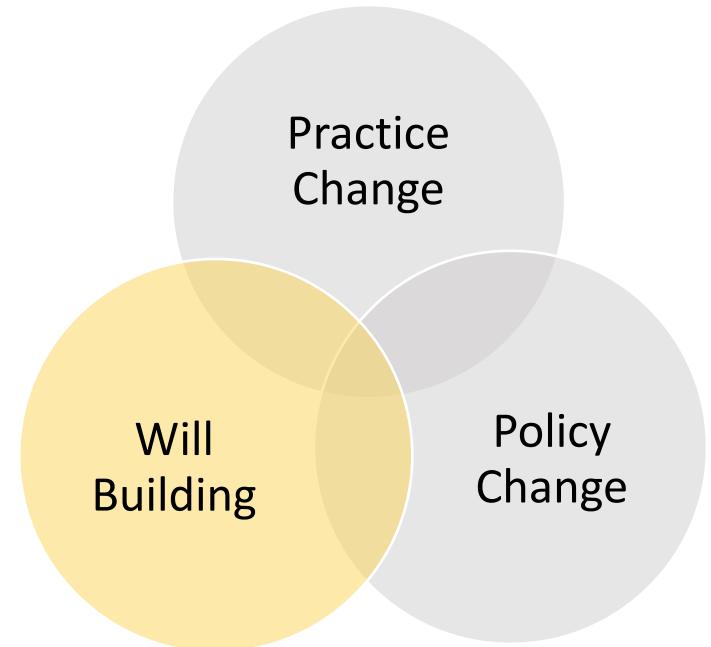
First 5 Orange County's Community Outreach

February 4, 2026



First 5 Orange County Community Outreach

- General awareness
- Build trust with families
- Create an entry point into First 5 OC system of supports
- Develop relationships with key stakeholders
- Share early childhood data and resources





Kid Builders Relaunch: Driving Community Outreach

- Relaunch of Kid Builders in 2023
- Proved to be a powerful outreach tool
- Consistent and growing demand for Kid Builders since its launch

2024-2025 Kid Builders Outreach Plan

- Showcase Kid Builders at 50 events
- Modify activities to fit different needs for different communities
- Engage funded partners and other stakeholders to promote Kid Builders
- Expand use with early educators and pediatric clinics
- Work with families from Engaged Neighborhoods and Family Ambassadors to create videos

2024-2025 Accomplishments

146 community events (July 2024 to Dec. 2025)

- 9 Kid Builder events hosted by First 5 OC
- 65 Kid Builder events held by Engaged Neighborhoods
- 72 events showcasing Kid Builders (e.g., tabling, participating host)
- 50 community partners engaged
- Over 15,500 families reached



2024-2025 Accomplishments (cont.)

- 2,000+ Kid Builders resources and program flyers distributed
- 18 Kid Builders videos created by families
- 9 “Grown Up Tips” videos developed with staff and Board members
- 19 new speech activities and 20 speech videos created
- Parents enrolled in our newsletter and connected to First 5 OC funded programs

Success Beyond the Numbers

- Cohosted a Home Visiting Regional Connection event with home visiting partners
- Increased engagement with the Vietnamese community
- Onboarded Vietnamese consultant
- Facilitated speech and language parent/caregiver focus groups
- Created strategic partnerships with libraries (Westminster and Anaheim)

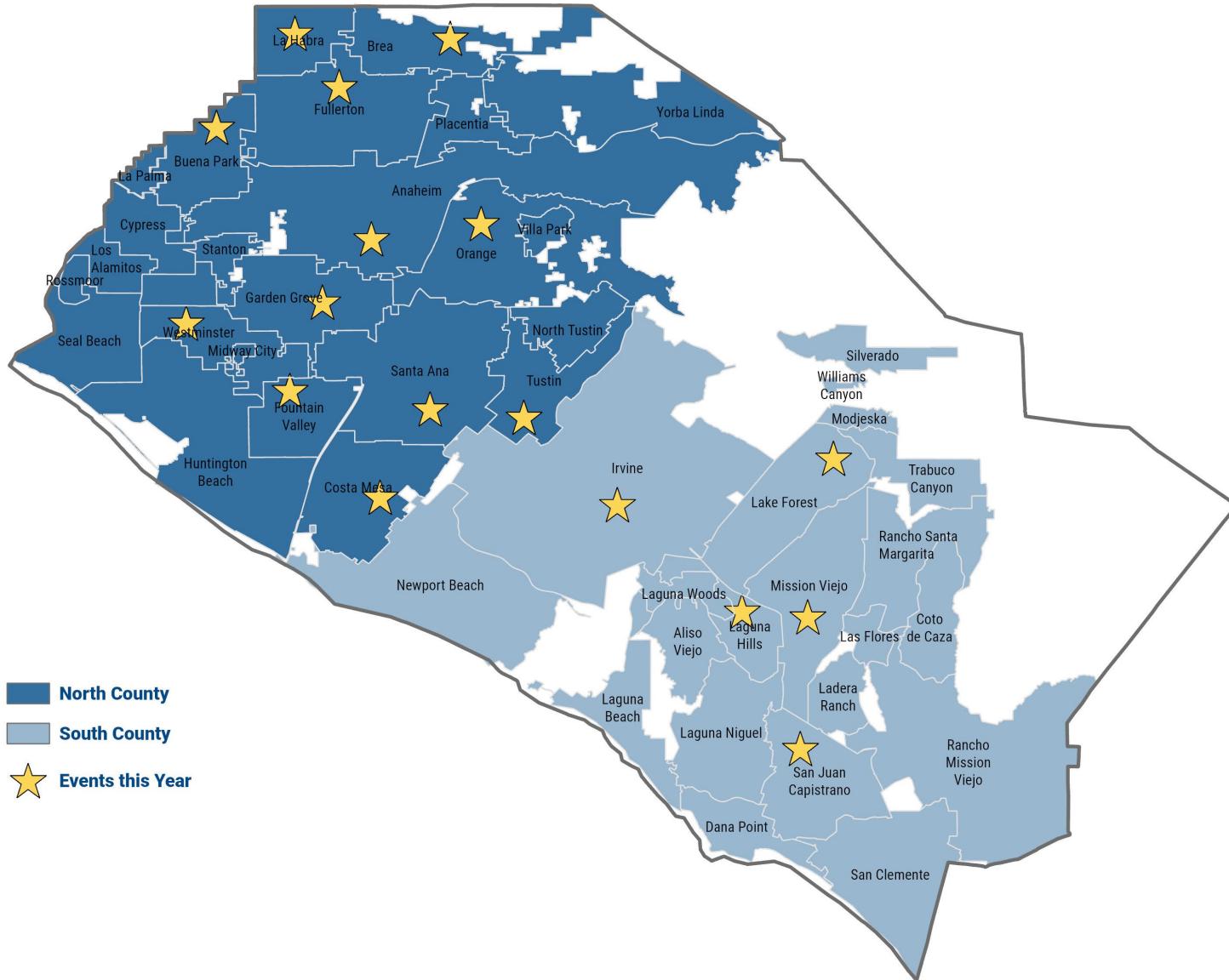




“Partnering with First 5 Orange County to host Kid Builder events at Westminster Library has been a rewarding experience. Over the last three months, the community has shown great enthusiasm for these gatherings, appreciating the emphasis on preparing young children for kindergarten.”

- Lisa Larson, Librarian, Westminster Library

2024-2025 Event Map



Volunteer Impact

- This Year at a Glance
 - 12 volunteers engaged at 3 Kid Builders events
 - Over 2,000 families reached
- What Volunteers Did
 - Supported Kid Builders activities at community events
 - Assisted with outreach and resource distribution
 - Engaged parents and caregivers in early learning and child development conversations
 - Extended First 5 OC's presence at community events
- Who We Engaged
 - College students from UC Irvine School of Public Health
 - Community members and Family Ambassadors





“It has been a great pleasure to engage with First 5 OC. Our IMED members who have participated in First 5 OC–hosted events experienced meaningful and impactful moments that further strengthened their drive and aspirations to serve their community.”

- Maiza Galicia
UCI Public Health student, IMED

What We Learned

- Families attend events when hosted by trusted partners
- Meeting basic needs increases participation
- Smaller and more intentional events drive stronger engagement
- Lower South County attendance signals need for deeper partnerships
- Different strategies are needed to engage early education providers and pediatricians



2025-2026 Community Outreach



Events and Outreach

- Kid Builders events and library story times
- Outreach at clinics and community events
- Expand partnerships with trusted organizations

Workforce Development and Responsiveness

- Training and development for outreach volunteers and Family Ambassadors
- Engagement strategies responsive to diverse populations (culture, language, neurodivergence, unhoused)





Visual and Branding Strategy

- Continue to build photo library of real families – kids and caregivers
- Update community outreach materials to align with messaging and branding for a cohesive look

Questions?



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Yvette Lavery, Katy McInnes, Irene Salazar, An Tran

CEO/President: Kimberly Goll

Agenda Item 2
February 4, 2026

DATE: January 26, 2026

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Approve Roster for Qualified Consultant Applicants

A handwritten signature in black ink that reads "Kimberly Goll".

SUMMARY:

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

DISCUSSION:

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

The most recent RFQ was completed this January, and we received 65 responses from individuals or organizations. Attachment 1, Roster of Qualified Applicants, lists all submittals with the required documents. Staff recommends approval of the new roster.

Responses to the RFQ received within the application window were placed on the attached roster. Due to extensive server and email outages, the application window was held open for an additional business day to ensure all submittals could be retrieved and added to the pool. First 5 OC reserves the right to accept and evaluate additional qualifications after the initial submission period in order to add consultants to the qualified pool as specific needs arise.

STRATEGIC PLAN & FISCAL SUMMARY:

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

PRIOR COMMISSION ACTIONS:

- June 2025 – Approve Updated Rosters for Qualified Applicants and Adopt Resolution Approving Various Consultant Agreements
- June 2022 – Approve Roster of Qualified Applicants and Adopt Resolutions Authorizing Agreements and Amendments to Agreements with Designated Individuals and Organizations to Provide Consulting and Data Collection and Management Services

RECOMMENDED ACTION:

Approve roster for qualified consultant applicants.

ATTACHMENT:

1. Roster of Qualified Applicants by Subject Matter Expertise

CONTACT: Michael Garcell

**ROSTER OF QUALIFIED APPLICANTS
BY SUBJECT MATTER EXPERTISE**

Attachment 1

Early and Ongoing Health and Development	Andrews Bush & Associates LLC CEEQ, Center for Empathy and Emotional Intelligence, LLC Debra Mathias Ehrenpreis Consulting, Inc. Health Management Associates, Inc. Health Plus Studio, Inc. Katie Tran Luisa Mari Soto Margarita McCullough	MK Consulting Syndicate, Inc. Noorture, LLC Principle Strategic Advisors Reflective AF LLC San Diego Strategy Group, LLC. (dba NP Strategies) Sharyn Konick Social Impact Advising Group, LLC Start Well
Safe, Stable and Nurturing Homes	Anila A. Neumeister CEEQ, Center for Empathy and Emotional Intelligence, LLC CM Consulting & Wellness, LLC Deborah McBee Health Management Associates, Inc. Health Plus Studio, Inc. Kidz Koncierge LLC Luisa Mari Soto Margarita McCullough Maria Guadalupe Gomez	MK Consulting Syndicate, Inc. MY Team Effort Inc. Nicolas Mazzeo Noorture, LLC Principle Strategic Advisors Raygoza Consulting, LLC Reflective AF LLC Sharyn Konick Start Well Susan Diaz
Neighborhoods that Support Young Children and Families	Andrews Bush & Associates LLC CEEQ, Center for Empathy and Emotional Intelligence, LLC Charitable Ventures Deborah McBee Ersoylu Consulting Garrett Maxwell Agency LLC Ginger Lee Global Consulting Group, LLC Health Plus Studio, Inc. Jacqueline Tran Nakasone dba Jacqueline Tran Jennifer L. Shepard Joan Lundbohm Katie Tran Looking Ahead LLC	Low Income Invesment Fund Maria Guadalupe Gomez MK Consulting Syndicate, Inc. Muckenthaler & Associates, Inc. Napa County Office of Education, Research and Professional Development Center Ponce Consulting LLC Reflective AF LLC San Diego Strategy Group, LLC. (dba NP Strategies) Social Impact Advising Group, LLC Sudario and Associates, Inc. Susan Diaz Venture Strategic Wallace Walrod

**ROSTER OF QUALIFIED APPLICANTS
BY SUBJECT MATTER EXPERTISE**

Attachment 1

Equitable Distribution of Resources	Andrews Bush & Associates LLC Charitable Ventures Ersoylu Consulting Garrett Maxwell Agency LLC Ginger Lee Global Consulting Group, LLC Health Management Associates, Inc. Health Plus Studio, Inc. Jacqueline Tran Nakasone dba Jacqueline Tran Katie Tran Low Income Invesment Fund	Maria Guadalupe Gomez MK Consulting Syndicate, Inc. Muckenthaler & Associates, Inc. Noorture, LLC Parsons Consulting, Inc. Reflective AF LLC Social Impact Advising Group, LLC Social Policy Research Associates Susan Diaz
Data Analysis, Evaluation, and Focus groups	Andrews Bush & Associates LLC Charitable Ventures Children and Family Futures, Inc. Cities & People Partners Ehrenpreis Consulting, Inc. Ersoylu Consulting EVALCORP Garrett Maxwell Agency LLC Ginger Lee Global Consulting Group, LLC Harder+Company Community Research Health Management Associates, Inc. Health Plus Studio, Inc. Jacqueline Tran Nakasone dba Jacqueline Tran Katie Tran	Keene Insights Limor Consulting, Inc. (dba Datalink Partners) Low Income Invesment Fund Measurement Resources Company MK Consulting Syndicate, Inc. Muckenthaler & Associates, Inc. Napa County Office of Education, Research and Professional Development Center Orange County Department of Education Parsons Consulting, Inc. Raygoza Consulting, LLC San Diego Strategy Group, LLC. (dba NP Strategies) Social Impact Advising Group, LLC Social Policy Research Associates Wallace Walrod

**ROSTER OF QUALIFIED APPLICANTS
BY SUBJECT MATTER EXPERTISE**

Attachment 1

Project Management	Andrews Bush & Associates LLC Anila A. Neumeister Charitable Ventures Cities & People Partners CM Consulting & Wellness, LLC Deborah McBee Ehrenpreis Consulting, Inc. Ersoylu Consulting Friendly Fundraisers LLC Garrett Maxwell Agency LLC Ginger Lee Global Consulting Group, LLC Health Management Associates, Inc. Health Plus Studio, Inc. Jacqueline Tran Nakasone dba Jacqueline Tran Joan Lundbohm Katie Tran Looking Ahead LLC	Luis Alvarado Design, Inc. Luisa Mari Soto Margarita McCullough Maria Guadalupe Gomez Mixte Communications MK Consulting Syndicate, Inc. Muckenthaler & Associates, Inc. Napa County Office of Education, Research and Professional Development Center Parsons Consulting, Inc. Pitzer LLC Principle Strategic Advisors Raygoza Consulting, LLC San Diego Strategy Group, LLC. (dba NP Strategies) Sharyn Konick Social Impact Advising Group, LLC Susan Diaz Venture Strategic
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**ROSTER OF QUALIFIED APPLICANTS
BY SUBJECT MATTER EXPERTISE**

Attachment 1

Strategic Communications	Mark Mendoza/ AdGyld	
Contract Compliance and Audit	Anila A. Neumeister	MK Consulting Syndicate, Inc.
	ASM LLP	Muckenthaler & Associates, Inc.
	Charitable Ventures	Raygoza Consulting, LLC
	Ginger Lee Global Consulting Group, LLC	Sharyn Konick
	Health Plus Studio, Inc.	Sherry L Gilbey
	KNL Support Services	Talent Advisers
Organizational & Professional Development	Luisa Mari Soto	
	Anila A. Neumeister	Maria Guadalupe Gomez
	Bureauacom LLC	MK Consulting Syndicate, Inc.
	CEEQ, Center for Empathy and Emotional Intelligence, LLC	Muckenthaler & Associates, Inc.
	Charitable Ventures	Parsons Consulting, Inc.
	Cities & People Partners	Pitzer LLC
	CM Consulting & Wellness, LLC	Principle Strategic Advisors
	Curt Pringle & Associates	Raygoza Consulting, LLC
	Deborah McBee	Reflective AF LLC
	Friendly Fundraisers LLC	San Diego Strategy Group, LLC. (dba NP Strategies)
	Garrett Maxwell Agency LLC	Sharyn Konick
	Ginger Lee Global Consulting Group, LLC	Social Impact Advising Group, LLC
	Golden Hour Life Coaching LLC	Talent Advisers
	Health Management Associates, Inc.	The Relevant You, Inc.
	Health Plus Studio, Inc.	Venture Strategic
Language Translation	Luisa Mari Soto	
Language Translation	Alicia Ramirez	Venture Strategic
	Bureauacom LLC	



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CEO/President: Kimberly Goll

**Agenda Item 3
February 4, 2026**

DATE: January 5, 2026

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Receive Report on First 5 Orange County Strategic Plan Process

SUMMARY:

California statute requires county Children and Families Commissions to review their strategic plans at least annually and make updates as appropriate. June of 2026 will conclude the most recent 5-year Strategic Plan for First 5 Orange County. This agenda item provides an update on the development of a new 5-year Strategic Plan and process for Board input and approval.

DISCUSSION:

First 5 Orange County staff have been working over the past several months on elements needed to create a new 5-year Strategic Plan. Rebecca Alvarez, a consultant with NP Strategies, is supporting this process which includes three phases: Discovery, Direction Setting, and Plan Development.

Between July and November 2025, we conducted the Discovery portion of plan development. We held 16 discovery sessions examining each of our current areas of focus and related Action Plans and reflecting on successes and challenges, asking:

- What was the intended value or purpose of the work?
- What has worked well?
- What hasn't worked as well as we'd like?
- What opportunities exist? How might we reimagine this work?

We also received input from First 5 OC consultants, who serve as subject matter experts, to gain insight into changing or emerging patterns that could shape our work over the next few years, sustainable funding opportunities and roles First 5 OC is well suited for.

In addition, Rebecca conducted one-on-one interviews with 20 external stakeholders who are systems thought leaders, community leaders, and government partners. We selected stakeholders to represent the range of sectors we work with and key areas of focus. Additionally, their familiarity with First 5 OC and our work allowed them to provide informed feedback about our strengths, where the community needs our support, and unique and strategic roles for First 5 OC to fill.

The interviews were informed by the reputational audit completed last year which elevated the need to develop clear and complete messages about our work and identified areas where we have an established reputation. While the individuals interviewed as part of the reputational audit were different than those interviewed as part of Strategic Plan Discovery, there was close alignment of themes about First 5 OC's expertise and important roles. One of the open-ended

questions explored in these interviews was, "What is First 5 Orange County best at?" Themes from this input indicate that we are known for:

- Early childhood expertise, and championing and providing guidance to focus on children 0-5 and their families.
- Being a convener and connector, in a unique position to bring different groups and agencies together, again, with a clear focus on supporting children ages 0-5.
- Ensuring that action occurs from convening efforts and allocating resources (often staff or consultant time) on work products or efforts that stem from collaborative discussions.
- A well-respected commitment to data (particularly the Early Development Index), with opportunities to strengthen our data strategies in the future.

Rebecca is now working with staff leadership to synthesize the Discovery findings, including constructive feedback. We will share more of what we learned with you as we move forward in the planning process.

The Direction Setting phase began in December 2025 and will continue through March 2026. Staff is meeting to begin setting priorities which must include consideration of the current landscape in which we operate, along with the unique roles that we fill in the county. These include declining First 5 OC revenue and an expectation of challenging policy and budget environments for the next several years. Other factors that will influence our Strategic Plan priorities include the need to leverage our data and funding to bring other resources into Orange County and identify long-term sustainable opportunities for continued impact. Finally, we must consider the importance of systems work, convening partners, and driving follow-up and countywide collective action.

During the Direction Setting phase we will work with the Board to develop priorities for our work. We will meet with Board members in groups of two or three in February and March to allow for more extensive discussion and interaction. Based on input and findings received through the first two phases, we will develop a draft plan for review and input at your April meeting. After this, and as part of the final Plan Development phase, we will hold two community forums to share the strategic vision and priorities identified, and to help with clarification and communication of the plan.

We anticipate presentation and adoption of a final Strategic Plan for 2026-27 through 2030-31 at the June Board meeting, followed by an in-person rollout to the community at our offices in late June.

STRATEGIC PLAN & FISCAL SUMMARY:

The recommended actions presented in this staff report have been reviewed and are consistent with the Strategic Plan. No funding action is requested.

PRIOR COMMISSION ACTIONS:

- June 2025 – Review First 5 Orange County's Strategic Plan
- April 2025 – Receive Report on Plan for Updating First 5 Orange County's Strategic Plan
- April 2025 – Confirm the Annual Long-Term Financial Plan Update
- June 2024 – Confirm Strategic Plan and Approve the Fiscal Year 2024-2025 Annual Operating Budget
- April 2021 – Approve Updated First 5 Orange County Strategic Plan

RECOMMENDED ACTION:

Receive report on First 5 Orange County Strategic Plan process.

ATTACHMENT:

None.

CONTACT: Lisa Burke



Agenda Item 4
February 4, 2026

DATE: January 14, 2026

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Receive and Confirm Update to the Annual Long-Term Financial Plan

A handwritten signature in black ink that reads "Kimberly Goll".

SUMMARY:

First 5 Orange County developed the Long-Term Financial Plan as a tool to monitor the decline of Proposition 10 tobacco tax funding in relation to program sustainability. This item provides a progress update to the Board-approved Plan from the April 2024 meeting when substantive revisions were made.

DISCUSSION:

The purpose of the Long-Term Financial Plan is to provide a 10-year outlook of anticipated revenue and forecasted funding capacity. The Plan assists in considering options, and identifying potential problems or opportunities related to high-level financial planning. It serves as a framework for evaluating annual budget decisions and renewal planning, and does not designate funding for specific programs or projects.

The Plan is updated annually using guiding policies and practices which include:

- Fund balance is a minimum 25% of current-year operating budget;
- Administration is limited to 10% of operating budget;
- Fund balance is used to supplement declining revenue; and
- One-time allocations are not programmed back into the Financial Plan once the allocation is depleted.

Updated Financial Plan

Staff has updated the Plan by rolling forward the future year projections with the Fiscal Year 2024-2025 financial results and the Fiscal Year 2025-2026 Budget approved in June 2025. The Plan has been rolled forward with no structural or core assumption changes recommended at this time. The structure of the Plan focuses on planned reductions in overall spending to align with the anticipated decline in tobacco tax revenue. The table below includes the high-level planning scenario to estimate revenue, expenses, and fund balance over 10 years.

The most significant update is the incorporation of recent tobacco tax revenue projections released by First 5 California and based on the Department of Finance revenue projections and birth projections. The 5-year projections are lower than previous estimates. The plan has been adjusted with the new forecasted revenue, while years six through 10 assume a consistent 3% decline.

Beginning fund balance increased due to \$3.7 million in interest revenue and \$1.4 million in Intergovernmental Transfer (IGT) revenue. As a result of updating the beginning fund balance, the total expense targets have been adjusted following the increased reserve levels available.

The beginning fund balance for this fiscal year as reported on the financial statements was \$73.5 million. The beginning balance used for the Financial Plan is \$62.6 million, representing funds reserved for operating deficits in upcoming years. The remaining balance of \$10.9 million not included on the working version of the Financial Plan is for one-time systems building programs. Of the one-time funds, \$5.1 million has been allocated and contracted for Healthy Child Development and Dyadic Care.

Long-Term Financial Plan – Updated for February 2026 (in millions)										
Estimated	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35
Beginning Fund Balance	62.56	59.86	56.03	51.65	46.64	41.05	36.29	31.21	25.85	20.28
Total Revenues	24.50	20.01	19.47	15.60	13.77	13.35	12.90	12.50	12.12	11.76
Total Expenses	27.20	23.84	23.85	20.61	19.36	18.12	17.97	17.87	17.69	17.54
Expenses over Revenue	-2.70	-3.83	-4.38	-5.00	-5.59	-4.77	-5.07	-5.37	-5.57	-5.79
Ending Fund Balance	59.86	56.03	51.65	46.64	41.05	36.29	31.21	25.85	20.28	14.49

Looking Ahead

The current budget (2025-2026) includes total expenses of \$27.2 million which includes baseline funding of \$20.6 million and additional program funding from other sources totaling \$6.7 million. Baseline funding includes all tobacco tax-funded activities including program funding, evaluation, and administration. Additional program funding in this context includes grants and other program agreements that are funded by sources other than First 5 OC's tobacco tax allocations.

As budget planning has begun for Fiscal Year 2026-2027, the current baseline for all expenses is held level. The \$20.6 million does not include programs funded by sources other than Prop 10 tobacco tax. Programs funded by other sources currently include CalWORKs Home Visiting (pending amendment will continue program through June 30, 2028), Black Infant Health, Black PEARL, and First 5 CA IMPACT. All program funding is approved by specific First 5 OC Board action. Budgeted amounts are based on prior Board action or reflect the relevant targets related to the Financial Plan.

The Financial Plan includes an estimate of how much expenses will exceed revenues in future years. Another way to state this is how much will be pulled from fund balance each year. The amounts provided are conservative as the estimates do not include all other outside revenue sources such as Intergovernmental Transfers.

STRATEGIC PLAN & FISCAL SUMMARY:

The fiscal reports and recommended actions presented in this staff report have been reviewed in relation to the Strategic Plan and are consistent with applicable goals and outcomes. No funding action is requested.

PRIOR COMMISSION ACTIONS:

- April 2025 – Receive and Confirm Update to the Annual Long-Term Financial Plan
- April 2024 – Receive and Confirm Update to the Annual Long-Term Financial Plan
- April 2023 – Confirm the Annual Long-Term Financial Plan Update and Approve the Release of \$4 Million From the One-Time Systems Building Fund

RECOMMENDED ACTION:

Receive and confirm update to the annual Long-Term Financial Plan.

ATTACHMENT:

None.

CONTACT: Michael Garcell



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Agenda Item 5
February 4, 2026

DATE: January 26, 2026

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

A handwritten signature in black ink that reads "Kimberly Goll".

ACTION: Authorize Receipt of Funds and Adopt Resolutions Authorizing Amendment to Extend Agreement with the Orange County Social Services Agency and New Agreements with Designated Subcontractors for Participation in the CalWORKs Home Visiting Program

SUMMARY:

First 5 Orange County received notice of an amendment to extend the CalWORKs Home Visiting Services contract for an additional two-year term. The following agenda item seeks contracting authority for the continued implementation of CalWORKs Home Visiting Program services.

DISCUSSION:

Home visiting provides a critical resource to build protective factors, strengthen family resilience, and create nurturing environments for young children. First 5 OC is the county's largest funder of home visiting, bringing deep expertise across three evidence-based models (Nurse Family Partnership, Parents as Teachers, and Healthy Families America) and fostering strong partnerships with agencies that deliver tailored services to meet the diverse needs of families.

In August 2023, the Orange County Social Services Agency (SSA) issued a Request for Proposals (RFP) to identify subcontractors to implement the CalWORKs Home Visiting Program services. We responded to the RFP and were selected as the awardee for \$8,000,000 for a term of two years starting July 1, 2024. The contract stipulated that at the end of the contract term, it may be renewed thereafter for a two-year term upon mutual agreement of both parties.

In September 2025, we received notice from SSA of an amendment to extend the CalWORKs Home Visiting Services contract for an additional two-year term. The annual funding amounts under this amendment are \$3,250,000 for July 1, 2026, through June 30, 2027, and \$3,250,000 for July 1, 2027, through June 30, 2028. This includes a reduction of approximately \$1.5 million over two years, based on the funding allocation from the California Department of Social Services (CDSS), which will impact the program.

This amendment will leverage our existing subcontracted service providers and allow First 5 OC to receive referrals from SSA for CalWORKs eligible families. Our current subcontracted partners include Abrazar, All for Kids, Asian American Senior Citizens Service Center, OMID Multicultural Institute for Development, Orange County Children's Therapeutic Arts Center, and Priority Center. Funding provided through this amendment will allow us to continue to provide services to families who meet the following eligibility criteria: a CalWORKs recipient that is pregnant, or a parent or caretaker relative of a child less than 24 months of age; or a CalWORKs applicant determined apparently eligible by SSA.

The Home Visiting Program's duration is 24 months or until the child reaches 24 months of age – whichever is later – and will focus on prenatal, infant and toddler care, child nutrition, developmental screening and assessments, parent education, parent and child interaction, child development, parent's job readiness, and child care. First 5 OC and partnering subcontractors will continue to implement the Parents as Teachers and Healthy Families America evidence-based home visiting models to provide comprehensive home visiting services that support families through personal home visits, group connections, resource networks, and child developmental screenings with appropriate referrals and follow up.

Staff recommends entering into an amendment with SSA for a total of \$6,500,000. Staff also recommends contracting with home visiting service providers to implement the program. Attachment 1 includes a brief description of the scope of work, maximum obligation, and term for each of the proposed subcontractors. Execution of the SSA agreement is contingent on Orange County Board of Supervisors approval, which is tentatively scheduled for their meeting on March 24, 2026.

STRATEGIC PLAN & FISCAL SUMMARY:

The recommended actions have been reviewed in relation to the Strategic Plan and are consistent with all goal areas and in alignment with our strategies. The funding to support the expansion of home visiting services will be added to the Fiscal Year 2025-2026 and 2026-2027 Budgets contingent on the funding award from the State Department of Social Services and approval of the Orange County Board of Supervisors.

PRIOR COMMISSION ACTIONS:

- April 2024 – Authorize Receipt of Funds and Adopt Resolutions Authorizing Agreements with the Orange County Social Services Agency and designated subcontractors for participation in the CalWORKs Home Visiting Program Services
- February 2021 – Adopt Resolution Authorizing Agreements with Selected Vendors to Provide CalWORKs Home Visiting Program Support
- December 2020 – Authorize staff to augment subcontractor agreements and contract with selected vendors to provide CalWORKs Home Visiting Program Support
- October 2020 – Authorize receipt of additional funding from and amend the agreement with the Orange County Social Services Agency
- June 2020 – Adopt resolution authorizing agreements for home visitation services for the CalWORKs Home Visitation Program

RECOMMEND ACTIONS:

1. Authorize First 5 Orange County to receive \$6,500,000 over two years of CalWORKs Home Visiting Program funding from the Orange County Social Services Agency (SSA), and adopt resolution (Attachment 1) authorizing the President/CEO and Commission Counsel to negotiate and execute an amendment with SSA to implement the CalWORKs Home Visiting Program Services.
2. Adopt resolution (Attachment 3) authorizing the President/CEO, or designee, and Commission Counsel to prepare and negotiate agreements at the President/CEO's sole discretion, with designated organizations to provide services for the terms, in the amounts, and on the conditions as specified in Attachment 1.

ATTACHMENTS:

1. Orange County Social Services Agency Resolution
2. Subcontractor Term Sheet
3. Subcontractor Resolution

CONTACT: Sara Brown

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. __-26-C&FC

February 4, 2026

**A RESOLUTION OF THE CHILDREN AND FAMILIES
COMMISSION OF ORANGE COUNTY AUTHORIZING THE
PRESIDENT/CEO TO EXECUTE AN AMENDMENT WITH THE
ORANGE COUNTY SOCIAL SERVICES AGENCY TO IMPLEMENT
CALWORKS HOME VISITING SERVICES; AND AUTHORIZING
APPROVAL AND EXECUTION OF SUCH AGREEMENT ON
BEHALF OF THE COMMISSION**

WHEREAS, in order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the “Act”) implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and County Children and Families Commissions, including this Children and Families Commission of Orange County (“Commission”); and

WHEREAS, Commission adopted its Strategic Plan to define how funds authorized under the Act and allocated to the Commission should best be used to meet the critical needs of Orange County’s children prenatal to five years of age as codified in the Act; and

WHEREAS, Commission previously entered into an agreement with the County of Orange Social Services Agency (hereinafter referred to as “Contractor”) to provide CalWORKS Home Visiting Program Services (hereinafter referred to as the “Agreement”);

WHEREAS, Commission desires to receive additional funding and to amend the agreement with Contractor to continue CalWORKS Home Visiting Program Services (hereinafter referred to as the “Amendment”) for the terms and in the amounts as specified in the February 4, 2026 staff report, including attachments, for this Agenda Item (hereinafter referred to as the “Agenda Item”); and

WHEREAS, Commission desires to enter into the Amendment with Contractor in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in the Agreement; and

WHEREAS, Commission has reviewed the Agenda Item relating to the grant and hereby finds and determines that the proposed Amendment is in furtherance of and consistent with the Commission’s Strategic Plan; and

WHEREAS, Commission desires to authorize the President/CEO, Commission Chair, and/or Commission Clerk, as may be required by the Contractor, to execute the Amendment with the Contractor in the amount and for the terms as specified in the Agenda Item;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AS FOLLOWS:**

Section 1 Commission finds and determines the foregoing Recitals are true and correct and are a substantive part of this Resolution.

Section 2 Commission authorizes the President/CEO, or designee, execute the Amendment with the Contractor to in the amounts and for the terms consistent with the Agenda Item.

Section 3 The Amendment will be on the form provided by the Contractor and shall be reviewed and approved by the President/CEO, or designee, and Commission Counsel. The approval by the President/CEO, or designee, of the Amendment shall be conclusively evidenced by the execution of such Amendment by the President/CEO or by the Commission Chair and delivery thereof to the Commission Clerk, as required by the Amendment.

Section 4 Commission hereby approves the Agreement with the Contractor in the amounts and for the terms as specified in the Agenda Item.

Section 5 The President/CEO and/or Commission Chair and the Clerk of the Commission are hereby authorized to execute and attest, respectively, the Amendment on behalf of the Commission.

Section 6 A copy of the Amendment when executed by the President/CEO and/or Commission Chair and attested by the Clerk of the Commission shall be appended hereto as a part of Exhibit A to this Resolution. Exhibit A is hereby fully incorporated as a part of this Resolution by this reference and made a part hereof. The final executed Amendment shall be placed on file in the office of the Clerk of the Commission.

Section 7 In addition to the authorization of Section 2 above, the President/CEO, or designee, is hereby authorized, on behalf of the Commission, (i) to sign all documents necessary and appropriate to carry out and implement the Agreement, including any Amendment(s); (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such Agreement and any Amendment(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such Amendment(s) in the furtherance thereof.

Section 8 The Clerk of the Commission shall certify to the adoption of this Resolution.

The foregoing resolution was passed and adopted by the following vote of the Children and Families Commission of Orange County on February 4, 2026 to wit:

AYES Commissioners: _____

NOES Commissioner(s): _____

EXCUSED Commissioner(s): _____

ABSTAINED Commissioner(s): _____

CHAIR

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Commission of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Commission and that the above and foregoing Resolution was duly and regularly adopted by the Children and Families Commission of Orange County.

IN WITNESS WHEREOF, I have hereto set my hand and seal.

ROBIN STIELER
Clerk of the Commission, Children and Families
Commission of Orange County, County of Orange,
State of California

Resolution No: __-26-C&FC

Agenda Date: February 4, 2026

Item No. __



I certify that the foregoing is a true and correct
copy of the Resolution adopted by the

ROBIN STIELER, Clerk of the Commission

By: _____
Deputy

EXHIBIT A TO RESOLUTION OF COMMISSION

(Attach copy(ies) of final executed Amendment)

Home Visiting Services				
Organization	Contract Number	Term	Total Maximum Obligation	Scope of Work
All For Kids Organization	FCI-HVP-11	7/1/26-6/30/28	\$1,500,000	Provide a comprehensive range of evidence-based home visiting services, including outreach to target populations, family support and case management, coordination with other providers and referrals, and required reporting for CalWORKs participants.
The Priority Center, Ending the Generational Cycle of Trauma Inc.	FCI-HVP-12	7/1/26-6/30/28	\$1,417,214	Provide a comprehensive range of evidence-based home visiting services, including outreach to target populations, family support and case management, coordination with other providers and referrals, and required reporting for CalWORKs participants.
Abrazar, Inc	FCI-HVP-13	7/1/26-6/30/28	\$1,188,000	Provide a comprehensive range of evidence-based home visiting services, including outreach to target populations, family support and case management, coordination with other providers and referrals, and required reporting for CalWORKs participants.
Asian American Senior Citizens Service Center Inc	FCI-HVP-14	7/1/26-6/30/28	\$820,001	Provide a comprehensive range of evidence-based home visiting services, including outreach to target populations, family support and case management, coordination with other providers and referrals, and required reporting for CalWORKs participants.
OMID (Omid Multicultural Institute for Development)	FCI-HVP-15	7/1/26-6/30/28	\$419,999	Provide a comprehensive range of evidence-based home visiting services, including outreach to target populations, family support and case management, coordination with other providers and referrals, and required reporting for CalWORKs participants.
Orange County Children's Therapeutic Arts Center	FCI-HVP-16	7/1/26-6/30/28	\$640,001	Provide a comprehensive range of evidence-based home visiting services, including outreach to target populations, family support and case management, coordination with other providers and referrals, and required reporting for CalWORKs participants.
TOTAL			\$5,985,215	

*Note: First 5 Orange County will receive \$514,785 for administration oversight

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. __-26-C&FC

February 4, 2026

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AGREEMENTS, AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH DESIGNATED ORGANIZATIONS FOR CALWORKS HOME VISITING SUPPORT SERVICES; AND, AUTHORIZING APPROVAL AND EXECUTION OF SUCH AGREEMENTS ON BEHALF OF THE COMMISSION

WHEREAS, in order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and County Children and Families Commissions, including this Children and Families Commission of Orange County ("Commission"); and

WHEREAS, Commission adopted its Strategic Plan to define how funds authorized under the Act and allocated to the Commission should best be used to meet the critical needs of Orange County's children prenatal to five years of age as codified in the Act; and

WHEREAS, the Commission has authorized the President/CEO to enter into Agreements for CalWORKS Home Visiting support services (hereinafter collectively referred to as the "Agreements"), at the President/CEO's sole discretion, with various organizations (hereinafter referred to as the "Contractors") for the terms, in the amounts, and on the conditions as described in the staff report, and any attachments, for this February 4, 2026 Agenda Item (hereinafter referred to as the "Agenda Item");

WHEREAS, each Contractor desires to enter into its respective Agreement, if authorized by the President/CEO, in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in the Agreement; and

WHEREAS, Commission has reviewed the Agenda Item relating to the scopes of services to be provided and hereby finds and determines that the proposed Agreements are in furtherance of and consistent with the Commission's Strategic Plan; and

WHEREAS, Commission desires to authorize the Commission Chair and Commission Clerk to execute the Agreements with each of the Contractors for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AS FOLLOWS:

Section 1 Commission finds and determines the foregoing Recitals are true and correct and are a substantive part of this Resolution.

Section 2 Commission authorizes the President/CEO, or designee, and Commission Counsel to prepare and negotiate the Agreements with each of the Contractors for the terms, in the amounts, and on the conditions consistent with the Agenda Item; and

Section 3 The form of any Agreements shall be substantially similar to the standard form agreements, subject to minor, non-substantive revisions, or as otherwise required to comply with external funding sources, and will be reviewed and approved by the President/CEO, or designee, and Commission Counsel. The approval by the President/CEO, or designee, of the Agreements shall be conclusively evidenced by the execution of such Agreements by the Commission Chair and delivery thereof to the Commission Clerk.

Section 4 Commission hereby approves the Agreements, which will be authorized at the President/CEO's sole discretion, with each of the Contractors for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

Section 5 The Commission Chair and the Clerk of the Commission are hereby authorized to execute and attest, respectively, the Agreements on behalf of the Commission.

Section 6 A copy of each final Agreement, when executed by the Commission Chair and attested by the Clerk of the Commission, shall be appended hereto as a part of Exhibit A to this Resolution. Exhibit A is hereby fully incorporated as a part of this Resolution by this reference and made a part hereof. Each final executed Agreement shall be placed on file in the office of the Clerk of the Commission.

Section 7 In addition to the authorization of Section 2 above, the President/CEO, or designee, is hereby authorized, on behalf of the Commission, (i) to sign all documents necessary and appropriate to carry out and implement the Agreement(s), including any Amendment(s); (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such agreement(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such agreement(s) in the furtherance thereof.

Section 8 The Clerk of the Commission shall certify to the adoption of this Resolution.

The foregoing resolution was passed and adopted by the following vote of the Children and Families Commission of Orange County on February 4, 2026 to wit:

AYES Commissioners: _____

NOES: Commissioner(s): _____

EXCUSED: Commissioner(s): _____

ABSTAINED: Commissioner(s) _____

CHAIR

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Commission of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Commission and that the above and foregoing Resolution was duly and regularly adopted by the Children and Families Commission of Orange County.

IN WITNESS WHEREOF, I have hereto set my hand and seal.

ROBIN STIELER

Clerk of the Commission, Children and Families Commission of
Orange County, County of Orange, State of California

Resolution No: __-26-C&FC

Agenda Date: February 4, 2026

Item No. __



I certify that the foregoing is a true and correct copy of the
Resolution adopted by the

Robin Stieler, Clerk of the Commission

By: _____
Deputy

EXHIBIT A TO RESOLUTION OF COMMISSION

(Attach copy(ies) of final executed Agreements)



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

Commissioners:
Soledad Rivera, Chair, Vicente Sarmiento, Vice Chair
Ramin Baschshi, M.D, Madelynn Hirneise, Veronica Kelley Ph.D.
Yvette Lavery, Katy McInnes, Irene Salazar, An Tran

CEO/President: Kimberly Goll

Agenda Item 6
February 4, 2026

DATE: January 14, 2026

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Adopt Resolution Authorizing an Amendment to Agreement with Community for Innovation, Entrepreneurship, Leadership and Opportunity (CIELO) to Increase Funds for Stipends to Family Child Care Business Incubator Participants

A handwritten signature in black ink that reads "Kimberly Goll".

SUMMARY:

First 5 Orange County is increasing quality infant and toddler child care by building the capacity of child care providers through a business incubator program. This item requests additional funding for stipends for participants who complete the program.

DISCUSSION:

First 5 Orange County implements the child care business incubator program in partnership with CIELO, Orange County Association for the Education of Young Children (OCAEYC), and the Small Business Development Center's (SBDC) Women's Business Center. The program, which includes eight weeks of business and child care training sessions, is currently in the third year of implementation. Participants in the program have access to the following support:

- A business coach from SBDC
- A peer guide from the OCAEYC
- Licensing support from Community Care Licensing, First 5 OC staff, and consultants
- Program navigation from CIELO staff
- Support for professional growth and quality improvement, through enrollment in Quality Start OC
- Resources for families in their care including from Orange County Department of Education, Children's Home Society, Regional Center of Orange County, Think Together, Start Well, Help Me Grow, Family Child Care Leadership Group, and local school districts

First 5 OC provides stipends to program participants who complete the training, and apply for and receive their child care license. These stipends are administered by CIELO. Since launching in 2023, the program has seen the successful opening of 87 new Family Child Care businesses resulting in at least 522 new child care slots, with 261 specifically for infants and toddlers (as of January 1, 2026).

In June 2025, the Board allocated funding to continue the business incubator program including stipends in the amount of \$250,000 for two years (2025-26 and 2026-27). At the same time, the Board approved changes to the stipend structure to prioritize funds for more motivated future providers by requiring submission of an application for a child care license before receiving stipend 1 and receipt of license for stipend 2.

In addition to these changes, the program has experienced significant growth, driven by the Orange County Business Council's Job First initiative and First 5 OC's updated Child Care Landscape Analysis. These efforts have brought greater attention to the child care industry. Building on this increased awareness, partnerships with the Iranian American Chamber of Commerce and Give Us Hope, a Vietnamese-serving community organization, have provided a pipeline of more committed participants into the child care business program.

As a result of these changes, more applicants are applying for and obtaining their child care licenses than originally projected and we will expend our stipend allocation at a greater rate than anticipated. Previous cohorts had approximately 35% success rate in receiving their child care license, whereas now we are anticipating a 60% completion rate. This results in the need to increase funds for the additional cohorts planned for 2025-26 and 2026-27.

To cover remaining stipends for previous Cohorts 1 through 6 and fully fund stipends for planned cohorts for 2025-26 and 2026-27, staff recommends adding \$110,000 to Agreement No. PS-346 with CIELO to administer stipends to participants in the business incubator program.

STRATEGIC PLAN & FISCAL SUMMARY:

The proposed action has been reviewed in relation to First 5 Orange County's Strategic Plan and is consistent with its goals. Funding for the proposed action will be included in the Fiscal Year 2025-2026 and 2026-2027 Budgets.

PRIOR COMMISSION ACTIONS:

- June 2025 – Agreement No. PS-346 with CIELO to Administer Stipends to Family Child Care Business Incubator Participants
- June 2024 – Authorized Agreement No. FCI-CC-02 with CIELO to administer stipend program to participants who complete the described coursework as well as receive a family child care license.
- April 2023 – Authorized Agreement No. FCI-CC-01 with CIELO to administer stipend program to participants who complete the described coursework as well as receive a family child care license.

RECOMMEND ACTION:

Adopt resolution (Attachment 1) authorizing an amendment to Agreement No. PS-346 with Community for Innovation, Entrepreneurship, Leadership and Opportunity (CIELO) to administer stipends to Family Child Care Business Incubator participants for the term of July 1, 2025 through June 30, 2027 adding \$110,000 for a total maximum obligation of \$360,000.

ATTACHMENT:

1. Resolution

CONTACT: Cristina Blevins

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. ___-26-C&FC

February 4, 2026

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AUTHORIZING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE AN AMENDMENT TO AGREEMENT NO. PS-346, AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH COMMUNITY FOR INNOVATION, ENTREPRENEURSHIP, LEADERSHIP, AND OPPORTUNITIES (CIELO) TO ADMINISTER STIPENDS FOR FAMILY CHILD CARE BUSINESS INCUBATOR PARTICIPANTS; AND, AUTHORIZING APPROVAL AND EXECUTION OF SUCH AMENDMENT ON BEHALF OF THE COMMISSION

WHEREAS, in order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and County Children and Families Commissions, including this Children and Families Commission of Orange County ("Commission"); and

WHEREAS, Commission adopted its Strategic Plan to define how funds authorized under the Act and allocated to the Commission should best be used to meet the critical needs of Orange County's children prenatal to five years of age as codified in the Act; and

WHEREAS, the Commission previously entered into Agreement No. PS-346 (hereinafter referred to as the "Agreement") with Community for Innovation, Entrepreneurship, Leadership and Opportunities (CIELO) (hereinafter referred to as the "Contractor"), to administer stipends for Family Child Care Business Incubator participants; and

WHEREAS, the Commission has authorized the President/CEO to amend the Agreement, at the President/CEO's sole discretion, for the terms, in the amounts, and on the conditions as described in the staff report, and applicable attachments, for this February 4, 2026 Agenda Item (hereinafter referred to as the "Agenda Item"); and

WHEREAS, the Contractor desires to amend the Agreement, if authorized by the President/CEO, in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in the amendment (hereinafter referred to as the "Amendment"); and

WHEREAS, Commission has reviewed the Agenda Item relating to the scopes of services to be provided and hereby finds and determines that the proposed Amendment is in furtherance of and consistent with the Commission's Strategic Plan; and

WHEREAS, Commission desires to authorize the Commission Chair and Commission Clerk to execute the Amendment with the Contractor for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AS FOLLOWS:

Section 1 Commission finds and determines the foregoing Recitals are true and correct and are a substantive part of this Resolution.

Section 2 Commission authorizes the President/CEO, or designee, and Commission Counsel to prepare and negotiate the Amendment with the Contractor for the terms, in the amounts, and on the conditions consistent with the Agenda Item; and

Section 3 The form of the Amendment shall be substantially similar to the standard form agreements, subject to minor, non-substantive revisions, or as otherwise required to comply with external funding sources, and will be reviewed and approved by the President/CEO, or designee, and Commission Counsel. The approval by the President/CEO, or designee, of the Amendment shall be conclusively evidenced by the execution of such Amendment by the Commission Chair and delivery thereof to the Commission Clerk.

Section 4 Commission hereby approves the Amendment, which will be authorized at the President/CEO's sole discretion, with the Contractor for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

Section 5 The Commission Chair and the Clerk of the Commission are hereby authorized to execute and attest, respectively, the Amendment on behalf of the Commission.

Section 6 A copy of the final Amendment, when executed by the Commission Chair and attested by the Clerk of the Commission, shall be appended hereto as a part of Exhibit A to this Resolution. Exhibit A is hereby fully incorporated as a part of this Resolution by this reference and made a part hereof. The final executed Amendment shall be placed on file in the office of the Clerk of the Commission.

Section 7 In addition to the authorization of Section 2 above, the President/CEO, or designee, is hereby authorized, on behalf of the Commission, (i) to sign all documents necessary and appropriate to carry out and implement the Agreement(s), including any Amendment(s); (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such agreement(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such agreement(s) in the furtherance thereof.

Section 8 The Clerk of the Commission shall certify to the adoption of this Resolution.

The foregoing resolution was passed and adopted by the following vote of the Children and Families Commission of Orange County on February 4, 2026 to wit:

AYES Commissioners: _____

NOES: Commissioner(s): _____

EXCUSED: Commissioner(s): _____

ABSTAINED: Commissioner(s) _____

CHAIR

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Commission of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Commission and that the above and foregoing Resolution was duly and regularly adopted by the Children and Families Commission of Orange County.

IN WITNESS WHEREOF, I have hereto set my hand and seal.

ROBIN STIELER

Clerk of the Commission, Children and Families Commission of
Orange County, County of Orange, State of California

Resolution No: __-26-C&FC

Agenda Date: February 4, 2026

Item No. __



I certify that the foregoing is a true and correct copy of the
Resolution adopted by the

Robin Stieler, Clerk of the Commission

By: _____
Deputy

EXHIBIT A TO RESOLUTION OF COMMISSION

(Attach copy(ies) of final executed Agreements)



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

Commissioners:
Soledad Rivera, Chair, Vicente Sarmiento, Vice Chair,
Ramin Baschshi, M.D, Madelynn Hirneise, Veronica Kelley Ph.D.,
Yvette Lavery, Katy McInnes, Irene Salazar, An Tran

CEO/President: Kimberly Goll

Agenda Item 7
February 4, 2026

DATE: January 15, 2026

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Adopt Resolution Authorizing Agreement with Full Circle Health Network for Community Health Worker, Enhanced Care Management, and Community Supports Services

A handwritten signature in black ink that reads "Kimberly Goll".

SUMMARY:

In January 2025, we began discussions with Kaiser Permanente about First 5 Orange County serving as a hub provider of Community Health Worker, Enhanced Care Management, and Community Supports services for the prenatal to age 5 population of Kaiser's Medi-Cal members. This agenda item seeks authority to enter into a contract with Kaiser Permanente's subcontractor, Full Circle Health Network, for First 5 OC delivery of CalAIM services.

DISCUSSION:

The Department of Health Care Services added Community Health Worker (CHW), Enhanced Care Management (ECM), and Community Supports (CS) services as Medi-Cal benefits beginning July 1, 2022 as part of the California Advancing and Innovating Medi-Cal (CalAIM) initiative. First 5 OC is committed to supporting these CalAIM services which are integral to the Prenatal to Three system of care. Our goal is to improve health outcomes for families by efficiently linking them to Medi-Cal benefits that increase access to care, reduce health disparities, positively impact social determinants of health, and effectively navigate social service systems.

We currently function as a CHW provider hub for CalOptima Health, serving prenatal and postnatal families. In this role, we receive referrals, conduct outreach and engagement, and provide support to close gaps in care and reduce fragmentation of service. The services are provided through our prenatal cohort classes and postnatal developmental playgroups. Additionally, our Perinatal CHW conducts follow-up outreach to families that were referred to home visiting programs but did not initially uptake services. We provide administrative oversight and bill CalOptima Health for eligible services provided to their health network, to release this burden from subcontractors.

In Fall 2025, Kaiser Permanente connected us with Full Circle Health Network (FCHN) which is their subcontractor connecting community agencies with Kaiser's Medi-Cal enrollees to provide the suite of CalAIM services including CHW, ECM, and CS. ECM and CS benefits provide intensive, whole-person care coordination for high-need members, addressing clinical and social needs with a focus on improving health outcomes to reduce costly hospital visits, and coordination of related needs like housing support and medically tailored meals (DHCS, 2022).

This agenda item requests approval for First 5 OC to enter into an agreement with FCHN to be a hub provider for CalAIM services to Kaiser Permanente. Contracting with FCHN will allow us to bill for CHW, ECM, and CS services provided to Kaiser Permanente's members. This is a natural extension of the infrastructure and service delivery model developed through our partnership with CalOptima Health. It allows us to build on established workflows and billing mechanisms, and creates an opportunity to expand capacity, strengthen coordination, and sustain services over time. It complements the work of our Peer Support Specialists and our Prenatal and early Postnatal Strategy, prioritizing early engagement with families through a multifaceted approach led by CHWs. It also supports First 5 OC's long-term sustainability strategies.

STRATEGIC PLAN & FISCAL SUMMARY:

The recommended actions have been reviewed in relation to the Strategic Plan and are consistent with all goal areas and in alignment with our strategies. Reimbursement for services rendered will be added to the appropriate fiscal year budgets.

PRIOR COMMISSION ACTION:

None.

RECOMMENDED ACTION:

Adopt resolution (Attachment 1) authorizing the President /CEO, or designee to execute the Agreement with Full Circle Health Network for Community Health Worker, Enhanced Care Management, and Community Supports services.

ATTACHMENT:

1. Full Circle Health Network Resolution

CONTACT: Sara Brown

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. __-26-C&FC

February 4, 2026

**A RESOLUTION OF THE CHILDREN AND FAMILIES
COMMISSION OF ORANGE COUNTY AUTHORIZING THE
PRESIDENT/CEO TO EXECUTE AN AGREEMENT WITH FULL
CIRCLE HEALTH NETWORK FOR COMMUNITY HEALTH
WORKER, ENHANCED CARE MANAGEMENT, AND
COMMUNITY SUPPORTS SERVICES; AND AUTHORIZING
APPROVAL AND EXECUTION OF SUCH AGREEMENT ON
BEHALF OF THE COMMISSION**

WHEREAS, in order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the “Act”) implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and County Children and Families Commissions, including this Children and Families Commission of Orange County (“Commission”); and

WHEREAS, Commission adopted its Strategic Plan to define how funds authorized under the Act and allocated to the Commission should best be used to meet the critical needs of Orange County’s children prenatal to five years of age as codified in the Act; and

WHEREAS, Commission desires to receive funding and enter into an agreement (hereinafter referred to as the “Agreement”) with Full Circle Health Network (hereinafter referred to as “Contractor”) for Community Health Worker, Enhanced Care Management, and Community Supports Services;

WHEREAS, the Commission desires to enter into the Agreement with Contractor for the terms and in the amounts as specified in the February 4, 2026 staff report, including attachments, for this Agenda Item (hereinafter referred to as the “Agenda Item”); and

WHEREAS, Commission desires to enter into the Agreement with Contractor in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in the Agreement; and

WHEREAS, Commission has reviewed the Agenda Item relating to the grant and hereby finds and determines that the proposed Agreement is in furtherance of and consistent with the Commission’s Strategic Plan; and

WHEREAS, Commission desires to authorize the President/CEO, Commission Chair, and/or Commission Clerk, as may be required by the Contractor, to execute the Agreement with the Contractor in the amount and for the terms as specified in the Agenda Item;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AS FOLLOWS:**

Section 1 Commission finds and determines the foregoing Recitals are true and correct and are a substantive part of this Resolution.

Section 2 Commission authorizes the President/CEO, or designee, execute the Agreement with the Contractor to in the amounts and for the terms consistent with the Agenda Item.

Section 3 The Agreement will be on the form provided by the Contractor and shall be reviewed and approved by the President/CEO, or designee, and Commission Counsel. The approval by the President/CEO, or designee, of the Agreement shall be conclusively evidenced by the execution of such Agreement by the President/CEO or by the Commission Chair and delivery thereof to the Commission Clerk, as required by the Agreement.

Section 4 Commission hereby approves the Agreement with the Contractor in the amounts and for the terms as specified in the Agenda Item.

Section 5 The President/CEO and/or Commission Chair and the Clerk of the Commission are hereby authorized to execute and attest, respectively, the Agreement on behalf of the Commission.

Section 6 A copy of the Agreement when executed by the President/CEO and/or Commission Chair and attested by the Clerk of the Commission shall be appended hereto as a part of Exhibit A to this Resolution. Exhibit A is hereby fully incorporated as a part of this Resolution by this reference and made a part hereof. The final executed Agreement shall be placed on file in the office of the Clerk of the Commission.

Section 7 In addition to the authorization of Section 2 above, the President/CEO, or designee, is hereby authorized, on behalf of the Commission, (i) to sign all documents necessary and appropriate to carry out and implement the Agreement, including any Amendment(s); (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such Agreement and any Amendment(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such Amendment(s) in the furtherance thereof.

Section 8 The Clerk of the Commission shall certify to the adoption of this Resolution.

The foregoing resolution was passed and adopted by the following vote of the Children and Families Commission of Orange County on February 4, 2026 to wit:

AYES Commissioners: _____

NOES Commissioner(s): _____

EXCUSED Commissioner(s): _____

ABSTAINED Commissioner(s): _____

CHAIR

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Commission of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Commission and that the above and foregoing Resolution was duly and regularly adopted by the Children and Families Commission of Orange County.

IN WITNESS WHEREOF, I have hereto set my hand and seal.

ROBIN STIELER
Clerk of the Commission, Children and Families
Commission of Orange County, County of Orange,
State of California

Resolution No: __-26-C&FC

Agenda Date: February 4, 2026

Item No. __



I certify that the foregoing is a true and correct copy of the Resolution adopted by the

ROBIN STIELER, Clerk of the Commission

By: _____
Deputy

EXHIBIT A TO RESOLUTION OF COMMISSION

(Attach copy(ies) of final executed Agreement)



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

Commissioners:
Soledad Rivera, Chair, Vicente Sarmiento, Vice Chair
Ramin Baschshi, M.D, Madelynn Hirneise, Veronica Kelley Ph.D.
Yvette Lavery, Katy McInnes, Irene Salazar, An Tran

CEO/President: Kimberly Goll

Agenda Item 8
February 4, 2026

DATE: January 7, 2026

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Authorize Memorandum of Understanding (MOU) with CalOptima Health

A handwritten signature in black ink that reads "Kimberly Goll".

SUMMARY:

First 5 Orange County makes a significant investment in promoting early and ongoing health and development for children. The California Department of Health Care Services (DHCS) requires Managed Care Plans (MCPs) to establish Memoranda of Understanding (MOUs) with First 5 agencies to align efforts and shared goals. This item seeks Board approval to enter into an MOU with CalOptima Health.

DISCUSSION:

DHCS issued an All Plan Letter (APL) clarifying that all MCPs must build partnerships with third-party entities including local health departments; county behavioral health departments for specialty mental health and Substance Use Disorder (SUD) services; social services; child welfare departments; First 5 County Commissions; Regional Centers; and Women, Infants, and Children Supplemental Nutrition Programs (WIC). To support this requirement, DHCS provided a standardized MOU template designed to clarify roles and responsibilities, strengthen local partnerships, and enhance care. The template has provisions for closed loop referrals, data sharing, care coordination, and quality improvement initiatives, all aimed at improving health outcomes for Medi-Cal children ages 0–5 and their families.

To ensure there is coordination and learning among First 5s, the Southern California Region engaged with Health Management Associates to hold regular meetings and learning sessions. This effort has helped educate each First 5 about DHCS priorities and issues that might be of particular importance locally.

The MOU requires co-developed operating guidelines that include leadership meetings to set strategic priorities for mutual quality improvement efforts as well as ongoing data-sharing and efforts to improve coordination and ensure alignment and accountability. The guidelines we have developed with CalOptima Health also include participation in system change initiatives led by First 5 OC, like the Home Visiting Collaborative and Detect & Connect OC, as well as cross training, education and resource distribution (e.g., Kid Builders and Speech and Language toolkits). We have targeted areas of need for prenatal and pediatric populations, as identified through standard MCAS/HEDIS

performance measures for the MCPs (Managed Care Accountability Set/Healthcare Effectiveness Data and Information Set).

This agenda item requests execution of an MOU with CalOptima Health (Attachment 1). Staff will return to the Board to seek approval to execute an MOU with Kaiser Permanente once we have completed our co-developed operating guidelines with them. Our collaboration with Orange County's MCPs represents a significant step toward building an integrated and responsive system of care for young children and their families in Orange County

STRATEGIC PLAN & FISCAL SUMMARY:

The recommended action has been reviewed in relation to the Strategic Plan and is consistent with our strategy of early and ongoing health and development. There is no fiscal impact.

PRIOR COMMISSION ACTION:

None

RECOMMEND ACTION:

Authorize the President/CEO, or designee, to execute the Memorandum of Understanding with CalOptima Health (Attachment 1).

ATTACHMENT:

1. Memorandum of Understanding (MOU) with CalOptima Health.

CONTACT: Kim Goll

ATTACHMENT J:

FIRST 5 MEMORANDUM OF UNDERSTANDING

COVER PAGE

Memorandum of Understanding

between Orange County Health Authority, d.b.a. CalOptima Health and Children and Families Commission of Orange County

This Memorandum of Understanding ("MOU") is entered into by Orange County Health Authority, a Public Agency, d.b.a. CalOptima Health ("MCP") and Children and Families Commission of Orange County ("First 5"), effective as of the first day following execution of this Contract by both parties ("Effective Date"). First 5, MCP, and MCP's relevant Subcontractors and/or Downstream Subcontractors are referred to herein as a "Party" and collectively as "Parties."

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to enable Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access services and connect to a broader array of supports in a coordinated manner from MCP and First 5;

WHEREAS, First 5s were designed to "emphasize local decision making, to provide for greater local flexibility in designing delivery systems"¹ to support children prenatal to age five (5) and their families, and First 5s have broad authority to determine allocation of resources in response to local conditions and as prioritized in their respective strategic plan; and

WHEREAS, the Parties desire to ensure that Members receive services available and benefit from the prenatal to five (5) expertise and family-serving system knowledge and experience of First 5 through coordinating with MCP and to provide a process to continuously evaluate and improve the quality of care coordination provided.

¹ Cal. Health & Safety Code sections 130100, et seq.

In consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

- 1. Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.
 - a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with First 5 and ensure MCP's compliance with this MOU as described in Section 4 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in MCP practices.
 - b. "MCP-First 5 Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and First 5 as described in Section 4 of this MOU. The MCP-First 5 Liaison must ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.
 - c. "First 5 Responsible Person" means the person designated by First 5 to oversee coordination and communication with MCP and ensure First 5's compliance with this MOU as described in Section 5 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in First 5 practices.
 - d. "First 5 Liaison" means First 5's designated point of contact responsible for acting as the liaison between MCP and First 5 as described in Section 5 of this MOU. The First 5 Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the First 5 Responsible Person as appropriate.
 - e. "First 5 Services" means the services, supports, and efforts made by First 5 to facilitate the creation and implementation of an integrated, comprehensive, and coordinated system to enhance optimal early childhood development. First 5 Services may include, as determined solely by First 5, care navigation, developmental screenings, and pregnancy and postpartum supports, as well as system investments and partnerships to improve access to quality services, reduce barriers to care, and evaluate and analyze related data to inform strategies to improve quality care and, therefore, the conditions of children prenatal to five (5) years old within their jurisdiction.

f. "First 5 Providers" means organizations and individuals contracted with or receiving funding from First 5 to provide First 5 Services.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of three (3) years or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between First 5 and MCP for the delivery of services for Members who reside in First 5's jurisdiction and who may be eligible for First 5 Services and supports, as First 5 resources allow.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services, and benefits. MCP must support Members and/or their caregivers or legal guardian(s) in accessing medically necessary physical, behavioral, developmental, and dental health services for families and children, including those available under the Early and Periodic Screening, Diagnostic and Treatment benefit, such as periodic developmental and behavioral screening.

b. **Oversight Responsibility.** The Executive Director, Behavioral Health Integration, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with First 5, as required by Section 9 of this MOU;

ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;

iv. Ensure the appropriate levels of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from First 5 are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually, and as otherwise described in Section 6 of this MOU, for MCP's

employees responsible for carrying out activities under this MOU and, as applicable, for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP-First 5 Liaison, the point of contact and liaison with First 5. The MCP-First 5 Liaison is listed in Exhibit A of this MOU. MCP must notify First 5 of any changes to the MCP-First 5 Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five (5) Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. First 5 Obligations.

a. **Provision of Services.** First 5 is responsible for First 5 Services and supports as appropriate and as resources allow.

b. **Oversight Responsibility.** The President/Chief Executive Officer, the designated First 5 Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing First 5's compliance with this MOU. The First 5 Responsible Person serves, or may designate a person to serve, as the designated First 5 Liaison, the point of contact and liaison with MCP. The First 5 Liaison is listed in Exhibit B of this MOU. The First 5 Liaison may be the same person as the Responsible Person. First 5 may designate a liaison by program or service line. First 5 must notify MCP of changes to the First 5 Liaison as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case, notice should be provided within five (5) Working Days of the change.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, MCP must provide this training within 60 working days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to

provide training on relevant MOU requirements and First 5 programs and services to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide its Members and Network Providers with educational materials related to accessing Covered Services, including for services provided by First 5. In addition, MCP must provide its Network Providers with training on Medi-Cal for Kids and Teens services, utilizing the newly developed DHCS Medi-Cal for Kids and Teens Outreach and Education Toolkit as required by APL 23-005 or any subsequent version of the APL.

c. MCP must provide First 5, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours. For example, MCP and Network Providers should inform Members about First 5 programs and events. In turn, First 5 should share information about MCP open enrollment and services, such as through Medi-Cal for Kids and Teens.

7. Referrals.

a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure Members who may be eligible for First 5 Services are referred to First 5 and First 5 Providers, as applicable.

b. First 5 should facilitate referrals from MCP to First 5 Providers if First 5 services are appropriate and assist MCP with identifying the appropriate First 5 Providers for such referrals as needed.

c. The Parties should establish policies and procedures for how First 5 will notify MCP if First 5 and/or First 5 Providers are at capacity and are unable to accept Member referrals for First 5 Services. The policies and procedures should include notification to referred Members that First 5 Services are not currently available.

d. MCP must refer Members using a patient-centered, shared decision-making process.

e. First 5 should recommend best practices for successful engagement of eligible Members to MCP for MCP's Covered Services and Community Supports services or care management programs for which Members may qualify, including Enhanced Care Management ("ECM") or Complex Care Management ("CCM"). However, if First 5 is also an ECM Provider, provides Community Supports, or provides other services pursuant to a separate agreement between MCP and First 5, this MOU does not govern First 5's provision of ECM, Community Supports, or other services.

f. MCP must require that its CCM care managers, its Transitional Care

Services care managers, and contracted ECM Providers refer Members to First 5 as appropriate.

g. The Parties must work to identify and address barriers to eligible Members' use of Medi-Cal benefits for the prenatal to five (5) individuals and their families based on information provided and best practices recommended by First 5s.

Closed Loop Referrals. Effective July 1, 2025, MCP must develop a process to implement comply with DHCS guidance regarding closed loop referrals applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAim Population Health Management Managements Policy Guide , DHCS All Plan Letter ("APL) 22-024, or any subsequent version of the APL, and set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP complies with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through and APL or other similar guidance.

8. Care Coordination and Collaboration.

a. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.

b. The Parties must discuss and address systematic and, to the extent possible, individual care coordination issues or barriers to care coordination efforts at least quarterly.

c. MCP must have policies and procedures in place to maintain collaboration with First 5 and to identify strategies to monitor and assess the effectiveness of this MOU.

d. When a Member enrolled in ECM also receives First 5 Services, the ECM Provider shall coordinate services with First 5 (as appropriate) or First 5 Providers to ensure the Member's needs are addressed. To support the ECM Provider, MCP must ensure that the Member's ECM Providers are aware of First 5 agencies and contacts and consult with, keep informed (as appropriate), and share data with (as appropriate) First 5 or the First 5 Provider that provides First 5 Services to the Member.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, to discuss community needs and how to partner to meet them and address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These

meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, MCP must post on its website the date and time the quarterly meeting occurred and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

c. MCP must invite the First 5 Responsible Person and appropriate First 5 program executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. MCP must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by First 5, such as local county meetings, local community forums, and First 5 engagements, to collaborate with First 5 in equity strategy and wellness and prevention activities. First 5 and First 5 Providers, as appropriate, are encouraged to participate in meetings, engagements, or committees to which they are invited by MCP.

f. MCP must engage First 5, as appropriate, in partnering with local community-based organizations and Network Providers serving families with young children.

10. Quality Improvement.

The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services and reports that track referrals, Member engagement, and service utilization. MCPs will share performance data on relevant maternal and child Managed Care Accountability Set ("MCAS") indicators as a tool for discussion and collaboration to improve engagement in care. MCP and First 5 will collaboratively develop and review progress on initiatives. MCP must document these QI activities in its policies and procedures. Where appropriate, MCP should include First 5 as a resource and partner in QI initiatives.

11. Data Sharing and Confidentiality. As applicable, appropriate, and feasible, the Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially, and in compliance with the requirements set forth below. The Parties must share information in compliance with

applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and First 5 is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include behavioral health and physical health data, including receipt of services from and engagement with First 5 Providers; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data.

b. **Use of Data by MCP.** MCP must carefully consider data and information, including community and Member feedback, made available by First 5 to address Member needs, provide a broader understanding of the health needs and preferences of Members, and support more meaningful Member engagement.²

c. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that, in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. MCP must, and First 5 should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 15 working days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing,

² Per the CalAIM Population Health Management Policy Guide, "Risk Stratification and Segmentation (RSS) means the process of differentiating all Members into separate risk groups and/or meaningful subsets. RSS results in the categorization of all Members according to their care and risk needs at all levels and intensities.

either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and First 5 that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and may be forwarded by First 5 to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

13. Equal Treatment.

a. Nothing in this MOU is intended to benefit or prioritize Members over persons served by First 5 who are not Members. Pursuant to Title VI, 42 United States Code section 2000d, et seq., First 5 cannot provide any service, financial aid, or other benefit to an individual that is different, or is provided in a different manner, from that provided to others by First 5.

b. First 5 is prohibited from directing or recommending that an individual choose or refrain from choosing a specific MCP, and MCP is prohibited from directing or recommending that an individual choose or refrain from choosing a specific First 5.

c. First 5 is prohibited from making decisions intended to benefit or disadvantage a specific MCP, and MCP is prohibited from making decisions intended to benefit or disadvantage a specific First 5.

14. General.

a. **MOU Posting.** MCP must post this executed MOU on its website.
b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least ten (10) years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within ten (10) Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail,

certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU and copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between First 5 and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither First 5 nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts, signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is

hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

MCP CEO or Responsible Person

Signature:

Name:

Title:

Date:

First 5 Director or Responsible Person

Signature:

Name: Kimberly Goll

Title: President/ CEO

Notice Address: 1050 E. 17th Street Suite 230 Santa Ana CA. 92705

Date:

Exhibits A -MCP Responsible Person (s)

This Exhibit A lists the MCP individuals responsible for ensuring oversight and compliance of this MOU and applicable Program Exhibits. Capitalized terms in this Exhibit A will have the meaning ascribed to them by the MOU or the respective Program Exhibit.

1. **General MCP responsible individuals:**

- a. **MCP Responsible Person:** Carmen Nicole Katsarov, LPCC, CCM, Executive Director, Behavioral Health Integration carmen.katsarov@caloptima.org
- b. **MCP- First 5 Liaison:** Kimberly Goll, President/CEO First 5 Orange County kim.goll@cfcoc.ocgov.com

Exhibit B – First 5 Responsible Person(s)

This Exhibit B lists the First 5 individuals responsible for ensuring oversight and compliance of this MOU and applicable Program Exhibits. Capitalized terms in this Exhibit B will have the meaning ascribed to them by the MOU or the respective Program Exhibit.

1. General First 5 responsible individuals:

- a. First 5 Responsible Person:** Kimberly Goll President/ CEO
Kim.goll@cfcoc.ocgov.com
- b. First 5 Liaison:** Tiffany Alva, Director of Partnerships and Government Affairs
Tiffany.Alva@cfcoc.ocgov.com

Exhibit C

Data Elements

MCP and Agency will update referral processes and policies with additional data elements to address barriers and concerns related to referrals and ensure First 5 eligible Members receive appropriate First 5 Services and MCP's Covered Services.

EXHIBIT D

Business Associate Agreement

This Business Associate Agreement by and between CalOptima and Contractor, which for the purposes of this Agreement shall be referred to as "**Business Associate**", is effective as of the Effective Date of the Agreement or Memorandum of Understanding attached hereto.

RECITALS

WHEREAS, the Parties have executed an agreement(s) whereby Business Associate provides services to CalOptima, and Business Associate creates, receives, maintains, uses, transmits protected health information ("PHI") in order to provide those services ("Services Agreement(s)");

WHEREAS, as a covered entity, CalOptima is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, Public Law 104-191, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations ("C.F.R.") Parts 160 and Subparts A and E of 45 C.F.R. Part 164 ("Privacy Regulations") and the Security Standards for Electronic Protected Health Information ("Security Regulations") at 45 C.F.R. Parts 160 and Subparts A and C of 45 C.F.R. Part 164, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") of 2009, Public Law 111-5, and regulations promulgated thereunder including the Breach Notification Regulations at Subpart D of 45 C.F.R. Part 164, and is subject to certain state privacy laws;

WHEREAS, as a business associate, Business Associate is subject to certain provisions of HIPAA, and regulations promulgated thereunder, as required by the HITECH Act and regulations promulgated thereunder;

WHEREAS, CalOptima and Business Associate are required to enter into a contract in order to mandate certain protections for the privacy and security of PHI;

WHEREAS, CalOptima's regulator(s) have adopted certain administrative, technical and physical safeguards deemed necessary and appropriate by it/them to safeguard regulators' PHI and have required that CalOptima incorporate such requirements in its business associate agreements with subcontractors that require access to the regulators' PHI;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The terms in this section and otherwise defined in this Business Associate Agreement shall have the definitions set forth below for purposes of this Business Associate Agreement. Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in HIPAA, the HITECH Act, the IPA (as defined below), and/or regulations promulgated thereunder.
 - 1.1. **Agreement** as used in this document means both this Business Associate Agreement and the Services Agreement to which this Business Associate Agreement applies, as specified in such Services Agreement.

- 1.2. **Breach** means, unless expressly excluded under 45 C.F.R. § 164.402, the acquisition, access, Use, or disclosure of PHI in a manner not permitted under Subpart E of 45 C.F.R. Part 164 which compromises the security or privacy of the PHI and as more particularly defined under 45 C.F.R. § 164.402.
- 1.3. **Business associate** has the meaning given such term in 45 C.F.R. § 160.103.
- 1.4. **Confidential Information** refers to information not otherwise defined as PHI in Section 1.15 below, but to which state and/or federal privacy and/or security protections apply.
- 1.5. **Data Aggregation** has the meaning given such term in 45 C.F.R. § 164.501.
- 1.6. **Designated Record Set** has the meaning given such term in 45 C.F.R. § 164.501.
- 1.7. **Disclose** and **Disclosure** mean the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
- 1.8. **Electronic Health Record** has the meaning given such term in 42 U.S.C. § 17921.
- 1.9. **Electronic Media** means:
 - 1.9.1. Electronic storage material on which data is or may be recorded electronically including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - 1.9.2. Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via Electronic Media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.10. **Electronic protected health information (“ePHI”)** means Individually Identifiable Health Information, including PHI, that is transmitted by or maintained in Electronic Media.
- 1.11. **Health Care Operations** has the meaning given such term in 45 C.F.R. § 164.501.
- 1.12. **Individual** means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.13. **Individually Identifiable Health Information** means health information, including demographic information collected from an Individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an Individual, the provision of health care to an Individual, or the past, present, or future payment for the provision of health care to an Individual, that identifies the Individual or where there is a reasonable basis to believe the information can be used to identify the Individual, as set forth under 45 C.F.R. § 160.103.

- 1.14. **Information System** means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- 1.15. **Protected health information** (“**PHI**”), as used in this Agreement and unless otherwise stated, refers to and includes both PHI as defined at 45 C.F.R. § 160.103 and personal information (“**PI**”) as defined in the Information Practices Act at California Civil Code § 1798.3(a) (“**IPA**”). PHI includes information in any form, including paper, oral, and electronic.
- 1.16. **Reproductive Health Care** means health care, as defined at 45 C.F.R. § 160.103, that affects the health of an Individual in all matters relating to the reproductive system and to its functions and processes.
- 1.17. **Required by Law** means a mandate contained in law that compels an entity to make a Use or Disclosure of PHI and that is enforceable in a court of law. Required by Law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.18. **Secretary** means the Secretary of the U.S. Department of Health and Human Services or the Secretary’s designee.
- 1.19. **Security Incident** means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.
- 1.20. **Services** has the same meaning as in the Services Agreement(s).
- 1.21. **Unsecured Protected Health Information** (“**Unsecured PHI**”) means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under 42 U.S.C. § 17932(h)(2).
- 1.22. **Use and Uses** mean, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination or analysis of such information within the entity that maintains such information.

2. CalOptima intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute PHI and/or Confidential Information protected by federal and/or state laws.
3. Business Associate is the business associate of CalOptima acting on CalOptima’s behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of CalOptima, and may create, receive, maintain, transmit, aggregate, Use or Disclose PHI in order to fulfill Business Associate’s obligations under this Agreement.

4. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may Use or Disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of CalOptima, provided that such Use or Disclosure would not violate HIPAA, including the Privacy Regulations, or other applicable laws if done by CalOptima.

- 4.1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may Use and Disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may Disclose PHI for this purpose if the Disclosure is Required by Law, or the Business Associate obtains reasonable assurances, in writing, from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.
- 4.2. **Data Aggregation.** If authorized as part of the Services provided to CalOptima under the Services Agreement, Business Associate may Use PHI to provide Data Aggregation services relating to the Health Care Operations of CalOptima.

5. **Prohibited Uses and Disclosures of PHI**

- 5.1. **Restrictions on Certain Disclosures to Health Plans.** Business Associate shall not Disclose PHI about an Individual to a health plan for payment or Health Care Operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the Individual requests such restriction in accordance with HIPAA and the HITECH Act, including 45 C.F.R. § 164.522(a). The term PHI, as used in this Section, only refers to PHI as defined in 45 C.F.R. § 160.103.
- 5.2. **Prohibition on Sale of PHI; No Remuneration.** Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written authorization of CalOptima and CalOptima's regulator(s), as applicable, and then, only as permitted by HIPAA and the HITECH Act. The term PHI, as used in this Section, only refers to PHI as defined in 45 C.F.R. § 160.103.
- 5.3. **Prohibition of Disclosure of PHI Related to Reproductive Health Care.** Business Associate shall comply with 45 C.F.R. Part 164, Subpart E regarding uses and disclosures of Reproductive Health Care-related information, including the following:
 - 5.3.1. Business Associate shall comply with requirements of 45 C.F.R. § 164.502(a)(5)(iii) and shall not Use or Disclose PHI related to lawful Reproductive Health Care for the purpose of (i) conducting a criminal, civil, or administrative investigation into any person for the mere act of seeking, obtaining, providing, or facilitating Reproductive Health Care; (ii) imposing criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating Reproductive Health Care; or (iii) to identify any person for any purpose previously described (each a "Prohibited Purpose").
 - 5.3.2. To the extent applicable, if Business Associate receives a request for Reproductive Health Care-related information for a non-Prohibited Purpose that is otherwise

permissible under HIPAA, HITECH, the Privacy Regulations, and the Security Regulations, Business Associate shall obtain a valid attestation under 45 C.F.R. § 164.509 if the requested release of Reproductive Health Care-related information is for: (i) health oversight activities under 45 C.F.R. § 164.512(d); (ii) judicial or administrative proceedings under 45 C.F.R. § 164.512(e); (iii) disclosures for law enforcement purposes under 45 C.F.R. § 164.512(f); or (iv) disclosures about decedents to coroners and medical examiners under 45 C.F.R. § 164.512(g)(1).

6. **Compliance with Other Applicable Laws**

- 6.1. To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, “**more protective**”) privacy and/or security protections to PHI or other Confidential Information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
 - 6.1.1. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the Individuals whose information is concerned; and
 - 6.1.2. To treat any violation of such additional and/or more protective standards as a Breach or Security Incident, as appropriate, pursuant to Section 17 of this Agreement.
- 6.2. Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or Confidential Information, as defined in Section 1.4 of this Agreement, include, but are not limited to the IPA, California Civil Code §§ 1798-1798.78, California Confidentiality of Medical Information Act (“**CMIA**”), Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, Welfare and Institutions Code § 5328, and California Health and Safety Code § 11845.5. Business Associate shall ensure that any Medical Information related to Sensitive Services (as those terms are defined under Civil Code § 56.05) received or accessed under the Agreement is kept confidential, segregated, and only disclosed, accessed, transferred, transmitted, or processed in accordance with CMIA requirements, including Civil Code §§ 56.10, 56.11, 56.107, 56.108, and 56.110, as applicable.
- 6.3. If Business Associate is a Qualified Service Organization (“**QSO**”) as defined in 42 C.F.R. § 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 C.F.R. § 2.11.

7. **Additional Responsibilities of Business Associate**

- 7.1. **Nondisclosure.** Business Associate shall not Use or Disclose PHI or other Confidential Information other than as permitted or required by this Agreement or as Required by Law.
- 7.2. **Safeguards and Security**
 - 7.2.1. Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent Use or Disclosure of the information other than as provided for by this Agreement. Such safeguards shall be, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels. Business Associate shall implement reasonable and appropriate policies and

procedures to comply with the standards, implementation specifications and other requirements of Subpart C of 45 C.F.R. Part 164, in compliance with 45 C.F.R. § 164.316. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.

- 7.2.2. Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls, and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time.
- 7.2.3. Business Associate shall employ FIPS 140-3 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other Confidential Information, including, but not limited to, encryption of all workstations, laptops, and removable media devices containing PHI and data transmissions of PHI.
- 7.2.4. Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other Confidential Information may be used.
- 7.2.5. Business Associate shall ensure that all members of its workforce with access to PHI and/or other Confidential Information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- 7.2.6. Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 C.F.R. Part 164, Subpart C.
- 7.3. **Minimum Necessary.** With respect to any permitted Use, Disclosure, or request of PHI under this Agreement, Business Associate shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of such Use, Disclosure, or request respectively, as specified in 45 C.F.R. § 164.502(b).
- 7.4. **Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, sub awardees, vendors or others (collectively, "Agents") that Use or Disclose PHI and/or Confidential Information on behalf of Business Associate agree through a written agreement to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI and/or Confidential Information.
8. **Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or disclosure of PHI and other Confidential Information in violation of the requirements of this Agreement.
9. **Access to PHI.** Except as otherwise provided in Section 9.1 below, Business Associate shall, to the extent CalOptima determines that any PHI constitutes a Designated Record Set, make the PHI

specified by CalOptima available to the Individual(s) identified by CalOptima as being entitled to access and copy that PHI. Business Associate shall provide such access for inspection of that PHI within fifteen (15) calendar days after receipt of request from CalOptima. Business Associate shall also provide copies of that PHI ten (10) calendar days after receipt of request from CalOptima. If Business Associate maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in electronic format, Business Associate shall make such information available in that format as required under the HITECH Act and 45 C.F.R. § 164.524.

- 9.1. **Business Associate of CalOptima PACE.** This Section applies when Business Associate is a business associate of CalOptima in CalOptima's capacity as a health care provider through CalOptima Program of All-Inclusive Care for the Elderly ("CalOptima PACE"). Business Associate shall, to the extent CalOptima determines that any PHI constitutes a Designated Record Set or patient records (as defined in California Health and Safety Code § 123105), make the PHI specified by CalOptima available to the Individual(s) identified by CalOptima as being entitled to access and copy that PHI. To enable compliance with California Health & Safety Code § 123110 and 45 C.F.R. § 164.524, Business Associate shall provide such access for inspection of that PHI within three (3) working days after receipt of request from CalOptima. Business Associate shall also provide copies of that PHI ten (10) calendar days after receipt of request from CalOptima.
10. **Amendment of PHI.** Business Associate shall, to the extent CalOptima determines that any PHI constitutes a Designated Record Set, make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526, as requested by CalOptima in the time and manner designated by CalOptima.
11. **Accounting of Disclosures.** Business Associate shall document and make available to CalOptima or (at the direction of CalOptima) to an Individual such disclosures of PHI and information related to such disclosures as necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI in accordance with HIPAA, the HITECH Act and implementing regulations, including 45 C.F.R. § 164.528. Unless directed by CalOptima to make available to an Individual, Business Associate shall provide to CalOptima, within thirty (30) calendar days after receipt of request from CalOptima, information collected in accordance with this Section 11 to permit CalOptima to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Any accounting provided by Business Associate under this Section shall include:
 - 11.1. The date of the disclosure;
 - 11.2. The name, and address if known, of the entity or person who received the PHI;
 - 11.3. A brief description of the PHI disclosed; and
 - 11.4. A brief statement of the purpose of the disclosure.For each Disclosure that could require an accounting under this Section, Business Associate shall document the information enumerated above, and shall securely maintain the information for six (6) years from the date of the Disclosure.
12. **Compliance with HITECH Act.** Business Associate shall comply with the requirements of Title XIII, Subtitle D, of the HITECH Act, which are applicable to business associates, and shall comply with the regulations promulgated thereunder.
13. **Compliance with Obligations of CalOptima or DHCS.** To the extent Business Associate is to carry out an obligation of CalOptima or the California Department of Healthcare Services ("DHCS") under

45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of such Subpart E that apply to CalOptima or DHCS, as applicable, in the performance of such obligation.

14. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the Use and disclosure of PHI on behalf of CalOptima available to CalOptima upon reasonable request, and to the DHCS and the Secretary for purposes of determining CalOptima's compliance with 45 C.F.R. Part 164, Subpart E. Business Associate also agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI on behalf of CalOptima available to DHCS, CalOptima, and the Secretary for purposes of determining Business Associate's compliance with applicable requirements of HIPAA, the HITECH Act, CMIA, and implementing regulations. Business Associate shall immediately notify CalOptima of any requests made by DHCS or the Secretary and provide CalOptima with copies of any documents produced in response to such request.
15. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return to CalOptima or, if agreed to by CalOptima, destroy all PHI and other Confidential Information received from, or created or received by Business Associate on behalf of, CalOptima that Business Associate or its Agents still maintains in any form, and shall retain no copies of such information. If CalOptima elects destruction of PHI and/or other Confidential Information, Business Associate shall ensure such information is destroyed in accordance with the destruction methods specified in Sections 15.1 and 15.2 below and shall certify in writing to CalOptima that such information has been destroyed accordingly. If return or destruction is not feasible, Business Associate shall notify CalOptima of the conditions that make the return or destruction infeasible. Subject to the approval of CalOptima's regulator(s) if necessary, if such return or destruction is not feasible, CalOptima shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall also extend the protections of this Agreement to the information and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.
 - 15.1 **Data Destruction.** Data destruction methods for CalOptima PHI or Confidential Information must conform to the NIST Special Publication 800-88. Other methods require prior written permission of CalOptima and, if necessary, CalOptima's regulator(s).
 - 15.2 **Destruction of Hard Copy Confidential Data.** CalOptima PHI or Confidential Information in hard copy form must be disposed of through confidential means, such as cross cut shredding and pulverizing.
16. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of CalOptima that was verified by or provided by the Social Security Administration ("SSA Data") and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by CalOptima, a list of all employees and Agents and employees who have access to such SSA Data, including employees and Agents of its Agents, to CalOptima.
17. **Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and take the following steps:
 - 17.1. **Notice to CalOptima**
 - 17.1.1. **Immediate Notice.** Business Associate shall notify CalOptima immediately upon the discovery of a suspected Breach or Security Incident that involves SSA Data. This notification will be provided by email upon discovery of the Breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to CalOptima.

17.1.2. **24-Hour Notice.** Business Associate shall notify CalOptima within 24 hours by email (or by telephone if Business Associate is unable to email CalOptima) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

- 17.1.2.1. Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;
- 17.1.2.2. Any suspected Security Incident which risks unauthorized access to PHI and/or other Confidential Information;
- 17.1.2.3. Any intrusion or unauthorized access, Use or Disclosure of PHI in violation of this Agreement; or
- 17.1.2.4. Potential loss of confidential data affecting this Agreement.

17.1.3. Notice shall be provided to the CalOptima Privacy Officer (“**CalOptima Contact**”) using the CalOptima Contact Information at Section 17.7 below. Such notification by Business Associate shall comply with CalOptima’s form and content requirements for reporting privacy incident and shall include all information known at the time the incident is reported.

17.2. **Required Actions.** Upon discovery of a Breach or suspected Security Incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

- 17.2.1. Prompt action to mitigate any risks or damages involved with the Security Incident or Breach;
- 17.2.2. Any action pertaining to such unauthorized disclosure required by applicable federal and state law; and
- 17.2.3. Any corrective actions required by CalOptima or CalOptima’s regulator(s).

17.3. **Investigation.** Business Associate shall immediately investigate such Security Incident or confidential Breach. Business Associate shall comply with CalOptima’s additional form and content requirements for reporting such privacy incident.

- 17.3.1. Incident details including the date of the incident and when it was discovered;
- 17.3.2. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach;
- 17.3.3. The nature of the data elements involved and the extent of the data involved in the Breach;
- 17.3.4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data;
- 17.3.5. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized;

- 17.3.6. A description of the probable causes of the improper Use or Disclosure;
- 17.3.7. Any other available information that the Business Associate is required to include in notification to the Individual under 45 C.F.R. § 164.404(c);
- 17.3.8. Whether the PHI or confidential data that is the subject of the Security Incident, Breach, or unauthorized Use or Disclosure of PHI or confidential data included Unsecured PHI;
- 17.3.9. Whether a law enforcement official has requested a delay in notification of Individuals of the Security Incident, Breach, or unauthorized Use or Disclosure of PHI or Confidential Information because such notification would impede a criminal investigation or damage national security and whether such notice is in writing; and
- 17.3.10. Whether Section 13402 of the HITECH Act (codified at 42 U.S.C. § 17932), California Civil Code §§ 1798.29 or 1798.82, or any other federal or state laws requiring individual notifications of breaches are triggered.

17.4. **Complete Report.** Business Associate shall provide a complete written report of the investigation (“Final Report”) to the CalOptima Contact within seven (7) working days of the discovery of the Security Incident or Breach. Business Associate shall comply with CalOptima’s additional form and content requirements for reporting of such privacy incident.

- 17.4.1. The Final Report shall provide a comprehensive discussion of the matters identified in Section 17.3 above and the following:
 - 17.4.1.1. An assessment of all known factors relevant to a determination of whether a Breach occurred under HIPAA and other applicable federal and state laws;
 - 17.4.1.2. A full, detailed corrective action plan describing how Business Associate will prevent reoccurrence of the incident in the future, including its implementation date and information on mitigation measures taken to halt and/or contain the improper Use or Disclosure and to reduce the harmful effects of the Breach. All corrective actions are subject to the approval of CalOptima and CalOptima’s regulator(s), as applicable; and
 - 17.4.1.3. The potential impacts of the incident, such as potential misuse of data and identity theft.
- 17.4.2. If CalOptima or CalOptima’s regulator(s) requests additional information, Business Associate shall make reasonable efforts to provide CalOptima with such information. A supplemental written report may be used to submit revised or additional information after the Final Report is submitted.
- 17.4.3. CalOptima and CalOptima’s regulator(s), as applicable, will review and approve or disapprove Business Associate’s determination of whether a Breach occurred, whether the Security Incident or Breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate’s corrective

action plan.

- 17.4.4. **New Submission Timeframe.** If Business Associate does not complete a Final Report within the seven (7) working day timeframe specified in Section 17.4 above, Business Associate shall request approval from CalOptima within the seven (7) working day timeframe of a new submission timeframe for the Final Report. Business Associate acknowledges that a new submission timeframe requires the approval of CalOptima and, if necessary, CalOptima's regulator(s).
- 17.5. **Notification of Individuals.** If the cause of a Breach is attributable to Business Associate or its Agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify Individuals accordingly and pay all costs of such notifications, as well as costs associated with the Breach. The notifications shall comply with applicable federal and state law. All such notifications shall be coordinated with CalOptima. CalOptima and CalOptima regulator(s), as applicable, shall approve the time, manner and content of any such notifications. Business Associate acknowledges that such review and approval by CalOptima and CalOptima regulator(s), as applicable, must be obtained before the notifications are made.
- 17.6. **Responsibility for Reporting of Breaches to Entities Other than CalOptima.** If the cause of a Breach of PHI is attributable to Business Associate or its Agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate agrees that CalOptima shall make all required reporting of the Breach as required by applicable federal and state law, including any required notifications to media outlets, the Secretary, and other government agency/regulator.
- 17.7. **CalOptima Contact Information.** To direct communications to CalOptima Privacy Officer, the Business Associate shall initiate contact as indicated here. CalOptima reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

CalOptima Privacy Office

Privacy Officer
c/o: Office of Compliance
CalOptima
505 City Parkway West
Orange, CA 92868

Email: privacy@caloptima.org

Telephone: (714) 246-8400 (ask the operator to connect to Privacy Officer)

18. Responsibilities of CalOptima

- 18.1 CalOptima agrees to not request the Business Associate to Use or Disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.
- 18.2 **Notification of SSA Data.** CalOptima shall notify Business Associate if Business Associate receives data that is SSA Data from or on behalf of CalOptima.

19. **Indemnification.** Business Associate will immediately indemnify and pay CalOptima for and hold it harmless from (i) any and all fees and expenses CalOptima incurs in investigating, responding to,

and/or mitigating a Breach of PHI or Confidential Information caused by Business Associate or its Agents; (ii) any damages, attorneys' fees, costs, liabilities or other sums actually incurred by CalOptima due to a claim, lawsuit, or demand by a third party arising out of a Breach of PHI or Confidential Information caused by Business Associate or its Agents; and/or (iii) for fines, assessments and/or civil penalties assessed or imposed against CalOptima by any government agency/regulator based on a Breach of PHI or Confidential Information caused by Business Associate or its Agents. Such fees and expenses may include, without limitation, attorneys' fees and costs and costs for computer security consultants, credit reporting agency services, postal or other delivery charges, notifications of Breach to Individuals and regulators, and required reporting of Breach. Acceptance by CalOptima of any insurance certificates and endorsements required under the Service Agreement(s) does not relieve Business Associate from liability under this indemnification provision. This provision shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

20. **Audits, Inspection and Enforcement**

- 20.1. From time to time, CalOptima and/or CalOptima's regulator(s) may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the CalOptima Privacy Officer in writing. Whether or how CalOptima or CalOptima's regulator(s) exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.
- 20.2. If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify CalOptima unless it is legally prohibited from doing so.

21. **Term and Termination**

- 21.1 **Term.** This exhibit is effective as of the Effective Date and shall terminate when (i) the Services Agreement terminates, (ii) in accordance with this Section 21, or (iii) when all of the PHI provided by CalOptima to Business Associate, or created or received by Business Associate on behalf of CalOptima, is destroyed or returned to CalOptima, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in Section 15.
- 21.2. **Termination for Cause.** Upon CalOptima's knowledge of a violation of this Agreement by Business Associate, CalOptima may in its discretion:
 - 21.2.1. Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by CalOptima; or
 - 21.2.2. Terminate this Agreement if Business Associate has violated a material term of this Agreement.
- 21.3. **Judicial or Administrative Proceedings.** CalOptima may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

- 22.1. **Disclaimer.** CalOptima makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other Confidential Information.
- 22.2. **Amendment**
 - 22.2.1. Any provision of this Agreement which is in conflict with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
 - 22.2.2. In addition to automatic amendments under Section 22.2.1, CalOptima reserves the right to amend the Agreement at any time when such modifications are necessary to comply with changes in (i) applicable laws, (ii) CalOptima's contracts with government regulators, or (iii) in any requirements and conditions with which CalOptima must comply pursuant to its federally-approved Section 1915(b) waiver ("Regulatory Change"). CalOptima shall promptly notify Business Associate in writing of such Regulatory Changes in accordance with applicable federal and/or State requirements, and Business Associate shall comply with the new Regulatory Change requirements within thirty (30) days of the effective date of the Regulatory Change, unless otherwise instructed by a CalOptima government regulator.
 - 22.2.3. Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 or 22.2.2 shall constitute a material violation of this Agreement.
- 22.3. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and Agents available to CalOptima or CalOptima's regulator(s) at no cost to CalOptima or CalOptima's regulator(s), as applicable, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CalOptima or CalOptima's regulator(s), their respective directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.
- 22.4. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 22.5. **Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.
- 22.6. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 22.7. **Statutory or Regulatory Reference.** Any reference to statutory or regulatory language in

this Agreement shall be to such language as in effect or as amended.

- 22.8. **Injunctive Relief.** Notwithstanding any rights or remedies provided in this Agreement, CalOptima retains all rights to seek injunctive relief to prevent or stop the unauthorized Use or Disclosure of PHI or Confidential Information by Business Associate or any agent, subcontractor, employee or third party that received PHI or Confidential Information, and Business Associate agrees that CalOptima may seek injunctive relief under this section without any requirement to prove actual monetary damage or post a bond or other security.
- 22.9 **Monitoring.** As applicable, Business Associate shall comply with monitoring requirements of CalOptima's contracts with regulator(s) or any other monitoring requests by CalOptima's regulator(s).

Agenda Item 9
February 4, 2026

DATE: January 27, 2026

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO

ACTION: Receive the President/Chief Executive Officer's Report

A handwritten signature in black ink that reads "Kimberly Goll".

New Conditions of Children Report Released

The 31st Annual Report on the conditions of Children in Orange County was approved by the Orange County Board of Supervisors in December. Orange County Social Services Agency contracts with First 5 Orange County to prepare the report and facilitate community forums to distribute the report and engage stakeholders about its findings. A printed copy of the report will be provided for Board members and the public at the First 5 OC Board meeting. The report, including primary indicators as well as hundreds of supplemental indicators, is also available on our [website](#).

Key findings from the report show that children are faring better in several areas. More pregnant people are getting early prenatal care and most young children in child care are getting appropriate vaccinations, helping protect them from serious illnesses. Additionally, children's kindergarten readiness improved countywide, and fewer students are missing school since the height of the COVID-19 pandemic. And more children in foster care are finding permanent homes, often through reunification with their families. The report also highlights areas where more work is needed, including negative trends in babies being born early or with low birth weight, and a decline in emotional maturity among children entering kindergarten. Several economic indicators show that many families in Orange County continue to struggle financially. Housing insecurity increased, more children qualified for the school Free and Reduced Price Lunch program, and more children are receiving food and financial assistance through CalFresh and CalWORKs – which is both good and bad in that families are accessing benefits, but it also shows the growing need for assistance.

Over the next few months, First 5 OC staff will work with Social Services Agency and meet with staff from the Board of Supervisors to plan community forums with interested Districts. As those events are scheduled, we will share dates and topics through Weekly Updates and the Five Minutes with First 5 OC enews. If you would like to receive additional copies of the printed Conditions of Children Report or have recommended venues for us to present data findings and/or distribute copies of the report, please reach out to Lisa Burke at lisa.burke@cfcoc.ocgov.com or Cristina Munoz at cristina.munoz@cfcoc.ocgov.com.

Policy Update

Governor Newsom's proposed 2026–27 state budget maintains current spending levels with no significant new investments but includes key restorations and commitments relevant to children and families prenatal to age five. The CalWORKs Home Visiting Program funding of \$26 million has been restored, supporting family engagement and early development. Child care funding remains substantial at \$7.5 billion statewide, with \$89.1 million for cost-of-living adjustments and \$11.5 million for infrastructure improvements in fire-affected communities. Changes to Medi-Cal and CalFresh eligibility may reduce enrollment and access for some families, creating potential gaps in health coverage and food assistance. Additional details on behavioral health and workforce investments are expected in the May Revision.

However, recent federal actions add complexity. In early January, the administration froze access to the Child Care and Development Fund as well as TANF and Social Services Block Grant dollars for California and other states citing fraud concerns, temporarily putting approximately \$10 billion at risk. Although a temporary court injunction paused the freeze, this uncertainty threatens child care providers, may delay subsidy payments, and risk early learning access for low-income families. We are closely monitoring this issue and will update the Board as more information becomes available.

First 5 OC 2026 Board Recruitment

Recruitment for the at-large First 5 OC board positions is now open. As required in our ordinance, each year we recruit for three of the at-large positions, which include two positions in the health category, and one in the education category this year. The recruitment package is available on our [website](#) and includes a cover letter from the chair of the Board of Supervisors, the application, and the position descriptions. The application has been distributed through each of the Board of Supervisors offices, as well as through email blasts from us and several partners. Applications are due March 13, 2026, by 5:00 p.m. The applications will then be sent to the Board of Supervisors' offices, and three Supervisors will recommend candidates. In April, the full Board will make the final appointments. Tiffany Alva is the contact for recruitment-related questions.

Financial Update

The Financial Highlights for the month of December are provided as Attachment 1. The Highlights summarize information regarding year-to-date revenue, expenses, and encumbrances.

Action Plan Update

A summary matrix with a high-level overview of progress on our Action Plans, as well as staff leads, is provided as Attachment 2.

A more detailed summary of accomplishments and challenges for each Action Plan is provided as Attachment 3. Below are a few highlights from our work over the past two months.

- We are getting great traction with our Perinatal Community Health Worker, who has reached out to over 160 postpartum families, and connected them with basic needs, health education and support with resource navigation.

- We enrolled 10 additional community members in the upcoming Community Health Worker training.
- We successfully rolled out the Peer Support Specialists to work with perinatal women experiencing Substance Use Disorder. Peer Support Specialists help with support for recovery, initiating Family Wellness Plans, and problem-solving emergent needs. Since November, 13 women have been connected to Peer Support Specialists.
- In partnership with Orange County Workforce Development, we held the first workforce development hiring event focused on child care. Eight employer partners participated.
- The child care Data Systems Workgroup convened in December and again in January to work on creating a central data system to improve family access to child care.
- An in-person resource fair was held for HealthySteps partners to connect them to local community resources and reduce barriers for families being referred for services.
- Four charter schools have agreed to participate in collection Early Development Index data, and two of the four have already received teacher training and begun data collection.

Attachments:

1. December Financial Highlights
2. Action Plan Status Matrix
3. Action Plan Summary of Progress



Financial Highlights as of Dec 31, 2025

**Comparison of Budget vs. Actual
Fiscal Year 2025-2026
Unaudited
Period Ending 12/31/25**

	FY 2025-26 Budget	FY 2025-26 Actuals
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Financing Sources

Tobacco Tax Revenue	\$16,568,820	\$4,329,506	26.1%
Interest Earnings	100,000	1,290,467	1290%
Other Revenue	7,831,000	885,528	11.3%

Revenue Total	\$24,499,820	\$6,505,501
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Expenses*

Prenatal-to-Three*	\$15,259,592	\$3,373,775	22.1%
Early Learning & Community Engagement	6,448,644	1,181,879	18.3%
Homeless Prevention	50,000	80,963	161.9%
Systems Building	2,946,492	826,814	28.1%
Performance Evaluation	972,500	265,362	27.3%

Program Services	\$25,677,228	\$5,728,792
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Admin. Functions**	1,923,726	743,459	38.6%
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Total Operating Exp.	\$27,600,954	\$6,472,251
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*Including One-Time System Expenses (previously called Catalytic)

**Administrative costs and functions are defined by State Commission guidelines (Fiscal Memo No. 05-01, dated April 14, 2006) pursuant to Chapter 284, Statutes of 2005 (AB 109). Actual Administrative expenses of \$743,459 and encumbrances of \$1,180,036 were 7% of the Fiscal Year 2025-2026 Budget of \$27.6 million. Final administrative expenses are projected to be 7% at year-end.

Total Encumbrances as of Dec 31, 2025, including multi-year contracts through Fiscal Year 2027-2028

Prenatal-to-Three	\$23,484,913
Early Learning & Community Engagement	\$8,092,746
Homeless Prevention	\$115,372
System Building	\$1,254,018
Performance Evaluation	\$562,295
Admin. Functions	\$1,180,036

Revenue and Cash Balance Update

Tobacco Tax Revenue has been reported through Nov 2025. Current year revenue (July 2025 through Nov 2025) as reported by First 5 California is \$4.7 million. This amount includes Q1 of CECET, but does not include the annual backfill and Q2 and Q3 of CECET.

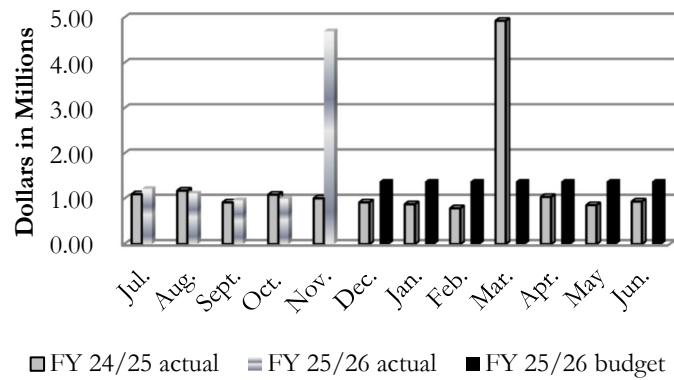
Interest earnings for Dec 2025 are \$1,290,467.

Systems Funding Update

\$50,952,389 One-Time System Funding was expensed from Fiscal Year 2012-2013 through Fiscal Year 2024-2025.

As of December 31, 2025, \$4.6 million was encumbered for one-time System Building programs.

Fiscal Year 2024-25 & 2025-26 Tobacco Monthly Revenues



**Fiscal Year 2024-2025 Ending Fund Balance
From Commission Long Term Financial Plan**

Beginning Fund Balance, July 1, 2024	\$69,903,366
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Total Revenue	26,504,531
Total Program Expenses	(23,016,688)
Fund Balance for System Building Projects	(10,947,611)

June 30, 2025 Fund Balance	\$62,555,570*
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*Based on Commission action through April 2025 and financial results through June 30, 2025. Final fund balance does not include One-time System Building Projects. For financial planning purposes, One-time System Building Projects have been designated by Commission action and removed from available fund balance.

Summary of First 5 Orange County Action Plans for 2025-2026

Action Plan	Staff Lead	Status
Expand Use of Kid Builders in OC	Vy	On Track
Invest in Orange County's Home Visiting System	Jessica	On Track; System Coordination is Delayed but Making Progress
Assess Feasibility of Community Health Workers as Mechanism to Sustain Prenatal-to-Three Services	Yvette	On Track; Billing is Slow but Making Progress
Expand First 5 OC-funded Prenatal and Postnatal Services	Yvette	On Track
Increase Organizational and Community Engagement in Family Wellness Plan Implementation	Yvette	On Track
Increase Stakeholder Commitment to Advance Policy for Early Childhood	Tiffany	On Track
Increase Number of Child Care Providers and Quality of Current Programs	Cristina	On Track
Develop Countywide Action Plan for Continuum of Care for Early Relational Health	Sara	On Track
Increase Well-Child Visits, Developmental Screens and Linkage to Service	Lisa, Sara	On Track
Support Implementation of Black PEARL Program	Yvette	On Track
Deepen and Expand Engaged Neighborhood Work	Erwin	On Track
Formalize Family Voice in First 5 OC Programs at Different Levels of Engagement	Erwin	On Track
Increase Relevance and Use of Early Development Index (EDI)	Cristina	On Track
Elevate Importance of Father Engagement Across First 5 OC and Partners	Andrew	On Track
Strengthen School District Data-Informed Engagement and Relationship Building	Cristina	On Track
Provide Technical Assistance and Capacity Building for Orange County Black Infant Health (BIH)	Jessica	On Track
Develop Clear Messaging for First 5 OC to Cultivate and Leverage Partnerships and Improve Outcomes for Young Children and Families	Tiffany	On Track

Attachment 3

Summary of Progress on Strategic Plan Action Plans

February 2026

❖ Expand Use of Kid Builders in OC

Accomplishments:

In the past two months, First 5 OC participated in nine community events. Six of these were Kid Builder Story Time programs that we hosted at the Westminster and Anaheim Sunkist Libraries where we focused on different developmental milestones. We have received positive feedback and strong engagement from parents and caregivers at these events. Attendance has steadily increased, growing from approximately 10 parents per session to nearly 30 parents at recent events. Due to this success, OC Public Libraries has expressed interest in expanding the program to additional library locations throughout the county.

We also hosted a Kid Builders event at the Brea Library on December 19 and participated in the Lou Correa Caregivers Resource Fair in Fullerton, where we shared Kid Builder resources. Historically, First 5 OC has had limited event presence in these two cities, making these outreach efforts especially meaningful. While targeted events have been slower to gain momentum due to scheduling and planning challenges during the holiday season, these engagements helped maintain community visibility and laid the groundwork for future programming.

During this time, we also refined our volunteer recruitment strategies. We are developing a volunteer landing page on our website that is easy to access for individuals interested in volunteering with First 5 OC. The landing page provides an overview of our organization, mission, and the types of volunteer opportunities available. This new resource will help streamline the volunteer recruitment process and is intended to expand our reach and engage more community members. Next steps are to finalize and publish the volunteer tab on the website, expand recruitment to include students from additional colleges and universities, and increase engagement with current volunteers.

We are also ramping up Vietnamese outreach and engagement efforts. We will host a Kid Builder event with Land School Learning Link in Westminster in March.

All School Districts have received the Kid Builder Toolkit for Early Childhood Educators. We held a focus group and received great feedback from a group of educators at Beyond Blindness to understand if and how they are using the toolkit. We plan to hold other focus groups with other provider types to gather additional input.

Challenges:

November and December tend to be slower months for community events due to end of year holidays and festivities. In addition, it was challenging to engage college student volunteers because of final exams, class schedules, and the holiday break. We are finding that while we are finding that smaller events allow for greater engagement with parents, most student volunteers prefer to support larger Kid Builder events.

Two of our desired outcomes for Kid Builders this year are to engage with pediatric health care providers and child care providers to increase awareness and use of Kid Builder activities. We created a Kid Builders poster for pediatric offices and a toolkit for child care providers. For each of these target audiences, we are not having the desired result with very few parents accessing the Kid Builder webpage from the pediatric office QR code and minimal response from child care

Attachment 3

Summary of Progress on Strategic Plan Action Plans

February 2026

providers about if and how they are using the toolkit. We are assessing and regrouping to identify different outreach strategies for these groups.

❖ Invest in Orange County's Home Visiting System

Accomplishments:

Since the last report to the Board, First 5 OC was awarded a 2-year continuation of the CalWORKs home visiting agreement. We are continuing to work closely with SSA and partners to recruit and retain families that are eligible for CalWORKs home visiting.

All six Parents as Teachers and Healthy Families America home visiting partners completed interviews in August and September 2025. Audit findings were reviewed, and each agency was provided with goals based on their audit results. A second audit was conducted in December, and we are currently reviewing those audit results. We are also modifying our workplan metrics to better align with the Health Care Agency's program requirements.

When a family that is referred to Infant/Toddler Home Visiting declines service, their referrals are sent back to First 5 OC. Our perinatal Community Health Worker then reaches out to provide families linkages to other resources and programs, ensuring a closed loop referral system. This approach has been in place for only a few months, but we are already seeing traction with this strategy in providing support to many families with young children that would have otherwise been lost to service.

We are collaborating with Orange County Department of Education to provide training on Culturally Relevant Family Engagement Strategies for Home Visiting Collaborative members before the end of the fiscal year, and currently solidifying a training date and time.

First 5 OC staff and the communications team are working on collecting stories and creating videos featuring home visiting staff to highlight the impact of the program on families and First 5 OC's role in supporting the work. We anticipate videos will be developed by early Spring.

❖ Assess Feasibility of Community Health Workers as Mechanism to Sustain Prenatal-to-Three Services

Accomplishments:

We have successfully secured enrollment in the upcoming CHW training by three of our four Engaged Neighborhoods (Santa Ana Early Learning Initiative – SAELI, Growing up Garden Grove, and La Habra Little Learners). We will have a total of seven participants from these Engaged Neighborhoods who will be part of the training and certification cohort through Orange Coast College. Additionally, our prenatal provider, Padres Unidos, recruited three more team members to enroll in the CHW training. Wendy Gomez, SAELI's Director and a previous certification participant, enrolled in and completed the CHW supervisor training – a level up.

Attachment 3

Summary of Progress on Strategic Plan Action Plans

February 2026

Over the next months, we will support the 10 participants enrolled in the CHW cohort and lean into learnings from the CHW supervisor training. We will also review learnings from the past six months of our experience offering CHW services, and will develop recommendations. We will use all these learnings to develop a Request for Information seeking organizations equipped with CHWs to offer perinatal services.

Our Perinatal CHW has engaged 161 clients to date, and has been successful in supporting families in the postpartum period by connecting them with basic needs, health education and support with resource navigation. We have continued to meet locally and in collaboration with the Coast College District to better define the perinatal CHW role and subsequent training. We will be presenting on this at the OC CHW Summit in March and we are testing a perinatal CHW as an internal staff member to better understand what this role entails. We plan to meet with DHCS to discuss this more thoroughly.

Challenges:

Obtaining timely documentation from service providers and streamlining procedures continue to be challenges. This is necessary to ensure continued CHW eligibility throughout the multi-week developmental play groups and prenatal cohorts. Also, early identification and targeted recruitment of CalOptima Community Network members to participate in CHW-led perinatal group offerings has been challenging.

❖ **Expand First 5 OC-funded Prenatal and Postnatal Services**

Accomplishments:

Since July 2025, a total of eight development play groups (DPGs) and four Prenatal Groups were completed (several ended in December 2025). We will now begin to analyze survey data and develop a preliminary write up on the effectiveness of these programs. We plan to continue offering postnatal developmental through end of June

In the past two months, we have forged new partnerships with Orange County Head Start to cohost DPGs for fathers. We also held a series of exploration meetings for Engaged Neighborhoods to partner with trained CHWs to provide DPGs for dads. We are also looking at opportunities with newly added HealthySteps Clinics and Bridges Hospitals to co-host prenatal and postnatal offerings facilitated by CHWs.

Challenges:

Holiday season impacted in-person participation or resulted in interruption of continuous cadence of group offerings.

❖ **Increase Organizational and Community Engagement in Family Wellness Plan Implementation**

Accomplishments:

Roll out of Peer Support Services has been successful. A total of 13 referrals for peer services have been received through various referral platforms. Twelve of these women are actively

Attachment 3

Summary of Progress on Strategic Plan Action Plans

February 2026

engaged with our Peer Support Specialists who are providing critical support with recovery, initiating Family Wellness Plans (FWP), attending court with clients to help mitigate infant removal, connecting to CalWORKs home visiting, Public Health Nursing, and actively problem-solving emergent housing needs to prevent homelessness.

We plan to continue presentations to prenatal providers like substance use residences, homeless shelters, WIC, HealthyStep Clinics and OBs affiliated with Bridges Birthing Hospitals. This is a critical component of the outreach strategy for the Peers. As part of the work to increase knowledge and reduce stigma around perinatal substance use and FWPs, a presentation for the School Districts' Early Learning Specialists is scheduled for mid-February.

Challenges:

The number of FWPs initiated during the prenatal period continue to be low. This is a direct result of little to no knowledge or engagement from OBs and prenatal providers in the FWP initiative work.

❖ **Increase Stakeholder Commitment to Advance Policy for Early Childhood**

Accomplishments:

Staff are currently monitoring the Governor's proposed budget and federal and state legislation that may impact families with young children. We are beginning to plan for First 5 Advocacy Day in Sacramento which is scheduled for April 14. We will be scheduling meetings with legislative office and working with the First 5 Association on messaging and our asks for this legislative cycle. After Advocacy Day, we will report back to the Board on our meetings with legislative offices, specific policy and budget asks, measurable outcomes and any follow up activities.

❖ **Increase Number of Child Care Providers and Quality of Current Programs**

Accomplishments:

Cohort 7 of the business incubator program ended in November, 2025. This was the first cohort falling under the updated stipend process which requires participants to apply for their license. Once they receive the letter with their license number, they are eligible to receive stipend #1 and move on to the next steps for stipend #2. This includes participating in a partner interview panel. Interviews are scheduled for January 22 and 27. To date, we have received notification of one license being granted providing three new infant and toddler child care spots. We anticipate a total of 16 licenses for Cohort 7 which will add 64 infant and toddler spots.

In January, we hosted a Recruitment and Enrollment workshop, and it was great to see participants from past cohorts come to get practical recommendations on how to ensure their programs are filled. We heard from one participant who has applied for a large family child care home.

We continue to provide technical assistance for IMPACT Partners (Orange County Association for the Education of Young Children, CIELO, and the Orange County Department of Education).

Attachment 3

Summary of Progress on Strategic Plan Action Plans

February 2026

We collaborate closely with these organizations to support their initiatives, facilitate communication, and ensure the effective implementation of programs. There are currently 96 mentees from the business incubator program and OCAEYC, which provides peer guides for the mentees, is working to build capacity through several tools such as virtual training, a newsletter, and master calendar. CIELO is planning a Family, Friend, and Neighbor conference for Spring 2026. OCDE will soon start up 2026 professional development opportunities for Quality Start participants.

Since our last report to the board, we've made progress in cultivating a collaborative relationship with the Orange County Workforce Development team. We agreed to co-host two hiring events to recruit Early Education teachers. Our first event was held on January 15, 2026. We had eight employer partners: Goddard School, YMCA of Orange County, Early Childhood Learning Center Irvine Unified School District, Saddleback Valley Unified School District, Kumon, Catalyst Family, Irvine Valley College, and Think Together. There were 17 attendees who were able to have great conversation with their potential employers.

Our apprenticeship program in collaboration with OC Pathways is also progressing. Savanna School District has seven apprentices, two of which have converted to full-time employment. Our next Hiring Event will be on February 25, 2026 in Brea. We currently have four employer partners scheduled and expect more to sign on before the event.

Buena Park School District has three apprentice candidates in the interview process. If they are hired, this will be the first District in Orange County that has new apprentices hired with the approval of their teachers union. This could be a model that can be replicated at other districts across the county. Boys and Girls Club of Garden Grove is still seeking their first apprentice.

Another stream of work is promoting and helping cities to streamline the permitting process to develop child care in their jurisdictions; we are nearing completion of a one-page guide for this work. We have met with Anaheim, Brea, and San Juan Capistrano and have additional city meetings calendared for January and February. As we follow up with cities, we will share the guide and ask for feedback.

The Data Systems Workgroup convened on December 15, 2025, and again on January 27, 2026, with First 5 OC facilitating the group which is focused on improving family access to child care. Participants include a range of system stakeholders like Children's Home Society and Orange County Department of Education as well as child care providers and parent representation. At the kick off meeting, participants shared their vision of what success would look like – in other words, if this working group is successful, what will markers of that success be. Themes that emerged include: family centered, equitable, easy to navigate, provider support, education and awareness, coordination, unified strategy, and use of data. The January meeting focused on what barriers or challenges must be addressed to achieve the vision.

Challenges:

The lack of applicants for early childhood education teaching roles is an ongoing challenge for the workforce apprenticeship program.

Attachment 3

Summary of Progress on Strategic Plan Action Plans

February 2026

❖ Develop Countywide Action Plan for Continuum of Care for Early Relational Health

Accomplishments:

The final Family, Infant, Early Childhood Mental Health (FIECMH) roadmap was completed and presented to the First 5 OC Board in December. There was discussion about the desire to continue this work, including about how to reach families directly, policy and legislation, the connection to basic needs, and the complexity of connecting to services. The final roadmap includes an overview of the shifting landscape, the vision, the roadmap for strengthening and sustaining the continuum of care, and how to move from recommendations to reality (action).

The following day, the roadmap was presented to the community at large. It was well received and there was a lot of engagement throughout the meeting which was held at Key Elementary School in Anaheim. There were 58 participants, including representatives from all key interest holders (22 were first-time attendees, 29 organizations were represented, and four community members received stipends). The meeting included a celebration of accomplishments, an overview of the vision for FIECMH in Orange County, a review of the strategies for action, and process reflection. Participants worked in groups to provide information about what they are doing within each of the strategy areas. They also brainstormed on ideas for what could be done with current resources, or with new funds. All this information was collected and will help to inform the next steps towards the vision, beginning in 2026.

Determining who will hold this work ongoing (such as creating a steering committee or collaborative, or who is the lead agency) is still a work in progress although there are some recommendations and considerations. The community had a lot of questions at the final convening about what this will look like going forward, and expressed the desire to meet more often, even though they are challenged with having enough time.

❖ Increase Well-Child Visits, Developmental Screens and Linkage to Service

Accomplishments:

Detect & Connect OC

The Steering Group has been discussing how Detect & Connect OC can support Medi-Cal redetermination efforts. This is an ongoing topic with the Steering Group and will be a topic at the January 26 meeting. The shared messaging awareness campaign for parents, focused on resources in the community for behavioral health supports for families with young children, has launched and we are monitoring and following up with Detect & Connect OC partners for feedback.

The System of Care Work Group continues to work on the issue of long wait lists for autism diagnoses. At the December Diagnosis Day, 10 children were evaluated and all 10 received confirmed autism diagnoses. 100 percent of these children were recommended for ABA; several required increased ABA hours. One family declined provider linkage. Strategies and approaches that worked well include: CalOptima pre-vetting of eligible children streamlined the Diagnosis Day logistics. Additionally, onsite CalOptima staff reduced physician burden and supported families onsite. Careful invitation management enabled faster diagnosis and clearer next steps, and there

Attachment 3

Summary of Progress on Strategic Plan Action Plans

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was strong collaboration across Thompson Autism and Neurodevelopmental Center (TANC), CalOptima, and clinical partners. For the future, the plan is to continue with a series of clinic days in 2026 with up to 14 patients per day while exploring providing direct support for pediatricians to complete autism diagnoses in primary care settings. CalOptima's funding for Diagnosis Days will expire in June.

HealthySteps

Four clinics remain in Cohort 1 of the Academy: CHOC, VM Medical, CHOICE and Families Together of OC, Garden Grove. HealthySteps Specialists from all four clinics in Cohort 1 continue to meet monthly with First 5 OC's clinical consultant for mutual sharing of support, best practices, to learn about local resources, and receive continuing education on perinatal/early childhood related topics.

Three additional clinics (Camino Health, Serve the People, and St. Jude's Neighborhood Health) were selected to form a 2nd Academy Cohort and signed contracts with First 5 OC in December 2025. AltaMed's three clinics are on a corrective action plan and were moved to join the 2nd Cohort since they did not meet the minimum implementation standard of hiring a HealthySteps Specialist until December 2025.

In November, First 5 OC hosted an in-person resource fair for HealthySteps partners, because we believe that investing in opportunities for building partnership through personal connection will reduce barriers for families being referred for services. The event was attended by HealthySteps Specialists and referral specialists from grantee clinics in both Cohorts 1 and 2. Participating community resources included local school districts, Help Me Grow, FaCT, United Way/211, Beyond Blindness, Community Health Initiative of Orange County (CHIOC), and the Regional Center of Orange County.

Clinics meet every month with a consultant to review their progress implementing the HealthySteps program. In addition, leads from each clinic meet quarterly with a consultant to review their Performance Metrics. The seven clinics that started in Cohort 1 have been reporting their performance metrics on a quarterly basis. Three (CHOC, Families Together of Orange County, and CHOICE) are billing for the four dyadic services. All the clinics are conducting developmental screenings and are also screening for autism, maternal depression, and family screening (ACES/PEARLS).

One example of the type of success resulting from having HealthySteps at pediatric clinics was reported by one clinic that identified a mother with score of 15 on her maternal depression screening during her infant's 1-month well child visit. After connecting with the HealthySteps Specialist and receiving short-term intervention, the mother's score dropped to 5 (using the Edinburgh Postnatal Depression Scale).

We have learned several lessons from the implementation of HealthySteps thus far. Lessons learned from Federally Qualified Health Centers (FQHCs): The FQHCs can implement the HealthySteps program and align it with their existing behavioral health services. That said, hiring, in some cases, was delayed due to lack of clinical providers that are experienced with pediatric patients and are interested in working in the FQHC setting. Bringing the existing Directors of Behavioral Health and primary care pediatrics up to date on the processes they need to implement and fully integrate before going live with the HS program has taken more time than expected.

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Lessons learned from private practices: implementing the HealthySteps program in a private practice with no behavioral health contract with the payer requires time and high touch support.

Implementing HealthySteps also requires concurrent activities, such as modifying the Electronic Medical Record, contracting with Zero To Three and CalOptima Health, setting up internal systems for reporting performance metrics, etc. which requires additional technical assistance. With the 2nd cohort, consultants held 1:1 orientation meetings via zoom with the new grantees, providing them an individualized overview of each step needed to be taken for the concurrent activities to be completed in a timely manner.

OC Screening Registry

No new districts were added to the registry since our last report to the Board, but Brea, Garden Grove and Irvine continue to engage in conversations about it. We continue to partner with CHOC to educate districts and have started to reach out to other Early Learning programs, like Head Start.

❖ Support Implementation of Black PEARL Program

Accomplishments:

A total of \$529,916 out of \$726,000 in Black PEARL funds were expended by the end of the project year (September 29, 2025), with the following work completed:

- Health+ Studio: conducted in-depth interviews and focus groups in partnership with local organizations, engaging 72 Black PEARL stakeholders and community members.
- Pacific Islander Health Partnership: increased their knowledge of maternal and infant birth outcomes in the Native Hawaiian/Pacific Islander communities and building relationships with other community partners.
- Black Girls Mental Health Foundation: built stronger community partnerships and conducted staff training, strengthening internal systems and community engagement.
- The Suckle Center: strengthened internal infrastructure and community connections.
- MOMS Orange County: conducted staff development to increase engagement and delivery of services to additional populations beyond those traditionally served.
- BreastfeedLA: Conducted recruitment and community engagement activities and provided one-on-one and group lactation counseling and support to 12 families.
- Birthworkers of Color Collective (BWOCC): provided input on UCI materials and approaches, developed virtual training for UCI students and clinicians, conducted recruitment and community outreach activities, and conducted doula training with 16 participants.

Challenges:

BWOCC observed that participants are having trouble in meeting the live birth attendance requirements for doulas while balancing family and work responsibilities. This makes completion of initial steps to Medi-Cal certification challenging.

❖ Deepen and Expand Engaged Neighborhood Work

Accomplishments:

The results of the Engaged Neighborhood evaluation were presented to the First 5 OC Board in October 2025 and the report was shared with all stakeholders. Currently, Engaged

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Neighborhoods are utilizing the evaluation report and recommendations to develop proposals for the next funding cycle.

As of this date, one collaborative (SAELI) has submitted a draft of a proposed scope, and we anticipate receiving drafts from the other Engaged Neighborhoods by February. We are asking them to identify a system issue reflective of the need in their specific community, and build a proposal that includes strategies to push on that system and drive improvement, with direct family experiences informing the system barriers and solutions.

❖ Formalize Family Voice in First 5 OC Programs at Different Levels of Engagement

Accomplishments:

One of the goals of this work is to formalize family voice in First 5 OC programs at different levels of engagement. First 5 OC staff joined the Home Visiting monthly check-in in November and presented to the agencies on how we work with parents (Family Ambassadors). After the presentation, we shared the family engagement self-assessment tool and agencies committed to complete the assessment on their own and have staff return to their February meeting to review their assessments and see if they need support to continue incorporating parents/caregivers to their parent advisory committee.

Staff is also scheduled to meet with school districts by region in March to present on how to incorporate more parent voice in their work. After the presentation, we will identify which school districts need more one-on-one support to work with families.

The Family Ambassador team working with Kid Builders continues to meet monthly and in December, they submitted a proposal to create meet ups with families of all abilities to provide Kid Builder activities and work on social and emotional maturity for children as well as to provide community building for parents/caregivers. One Family Ambassador is also working on promoting Kid builders with different parent groups and other venues such as Learning Links and parenting classes.

The activities that the Family Ambassadors are proposing are directly linked with First 5 OC's community outreach efforts and before moving forward with planning these activities, the team will meet with Vy Le, who manages all events, to create protocols for events to standardize how events are programmed and planned.

❖ Increase the Relevance and Use of Early Development Index (EDI)

Accomplishments:

Over the past two months, we have continued rolling out the EDI data, making five EDI presentations, including to Community Schools Initiative partners, Fullerton Collaborative, family advisory groups, and the early care and education collaborative. We have been analyzing the teacher feedback received from this last round of EDI data collection and are preparing lessons

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learned that we can share with school districts as well as our internal teams. Additionally, we updated our EDI Spotlights and these are now live on our website.

In terms of our work to include charter school data in the EDI, we have four charters who have committed to collecting EDI data. One of these has two sites, so we will have a total of five sites collecting data this year. Two charters have already been trained and are beginning to collect data. The other two charters will be trained in February.

❖ **Elevate Importance of Father Engagement Across First 5 OC and Partners**

Accomplishments:

In January, staff presented to HealthySteps Specialists about the importance of fatherhood engagement and provided tips to help engage. We are currently supporting the planning for two father-related conferences in April. First is the OC Fatherhood Coalition (OCFC) Conference on April 7th which will be focused on growing provider knowledge on engaging dads. Second, is the Father Fest, which had a successful inaugural event last year. Orange County Department of Education (OCDE) has agreed to host again this year, and planning for this event will begin soon. First 5 OC will present a recognition to OCDE at the April board meeting to thank them for their work on last year's Father Fest.

We are also currently finishing the text for the Papa-teria game curriculum, and exploring applying for the National Fatherhood Initiatives Pro Fathering 15 Request for Applications to become a test site of that online curriculum.

Challenge

It has been a challenge finding professionals to present at the conference in OC who specialize in Dads.

❖ **Strengthen School District Data-Informed Engagement and Relationship Building**

Accomplishments:

School districts continue their planned activities to further and more strongly integrate early childhood education into their overarching school district system. Quarterly check-in meetings were held with school districts in November, and there was an in-person meeting held in December with all districts together.

The districts are regularly using EDI data to plan learning and special activities within classroom and on-site programs such as Learning Links, and at special events where data is showcased and activities are shared to support families with their children's development in specific domain and sub-domain areas. They are also continuing work to increase family and community engagement. A particular success to note is the integration in many school districts of Community School efforts (staff, resource centers, activities and outreach) that is also supporting making these connections and bridging services and supports for families.

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- ❖ Provide Technical Assistance and Capacity Building for Orange County Black Infant Health (BIH)

Accomplishments:

There are currently 38 clients enrolled in BIH: 30 in group sessions and receiving 1:1 support and eight receiving only 1:1 support. To increase enrollment, BreastfeedLA has continued to deepen relationships with the following organizations: Cactus in Bloom, Cinnamon's, WIC, Olive Crest, Birthworkers of Color Collective, CAP OC, Irvine Milk Bank, HEAAL, CalOptima, MOMS Orange County, Help Me Grow, Sunrise Church, Alpha Kappa Alpha Sorority, Inc. Orange County Chapter, Little Honey Doula Services, SET Ministries, El Camino College, The Suckle Center, and Covenant City Fellowship.

We continue to be a liaison between BreastfeedLA and the Orange County Health Care Agency (HCA) to help navigate contract and budget questions. Additionally, we have begun planning for evaluation of the program, with data currently being gathered and organized (including reports and units of service). BreastfeedLA will request approval from HCA to collect qualitative data to better understand participant experiences and outcomes. The evaluation schedule is as follows: design to be finalized at the end of January, with preliminary analysis completed mid-February to support F5OC's strategic planning process.

Challenges:

Outreach and recruitment continue to be barriers to increased enrollment. Black families live across many areas of the county, which makes outreach and recruitment challenging because there is no central location to connect with them. The BIH team has been tabling at events but to date, these events have not led to greater connection with the Black community.

For program evaluation, while capturing qualitative data is important for understanding the experiences and stories behind the quantitative data, our ability to collect a substantial volume of qualitative data may be limited. In addition, the evaluation will be conducted while the program is still in its early stages of development. As a result, we can speak to the program's impact on individual families, but we will not yet be able to assess its broader, population-level impact.

Finally, as of this report date, Orange County Health Care Agency has not released an RFP to select an agency to implement BIH beyond June 2026, which makes long-term planning challenging. Considerations extend beyond program operations to include impacts on outreach and recruitment, trust and relationship-building within the community, ongoing lease obligations, and staff's ability to plan in the face of an uncertain future. Many staff members reflect the population served by BIH and are experiencing anxiety about what comes next if the program ends.

Note: We met with BreastfeedLA at the end of January to identify outreach and recruitment strategies to increase enrollment as well as to begin contingency planning in the event the organization is no longer able to implement BIH beyond June 2026.

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❖ Develop Clear Messaging for First 5 OC to Cultivate and Leverage Partnerships and Improve Outcomes for Young Children and Families

Accomplishments:

The communications team has been working on updating program descriptions and the website to align with our key messaging. We developed a set of introductory slides that all staff can use in presentations so that we have consistent language and messages to describe our work. We also updated the First 5 OC one-pager to reflect current priorities and messaging.

We are currently working on developing a targeted campaign using key messages focused on home visiting. In addition, we developed and implemented a social media campaign centered on Early Developmental Indicators (EDI). Both efforts are designed to reinforce consistent messaging, increase awareness, and make complex information more accessible to families, partners, and the broader community.

In the future, we want to expand campaign efforts to include father engagement and child care messaging; develop impact stories for 5 Minutes with First 5 to better connect data to lived experience; and continue refining social media strategies so that our key messages are consistently reflected across all platforms and materials. This will require additional internal capacity, and we are in the process of recruiting a Sr. Marketing Communications Manager which will allow us to build on the messaging work to date.