

**Memorandum of Understanding:  
IMPACT Regional Hub – Region 1  
First 5 Sonoma County and First 5 Solano County, Marin County Office of  
Education, First 5 Napa County, FIRST 5 Mendocino, First 5 Del Norte County,  
First 5 Humboldt County, and First 5 Lake County  
April 1, 2016 – June 30, 2020**

This Memorandum of Understanding (MOU) is by and between the County of Sonoma on behalf of the First 5 Sonoma County (F5SC) and First 5 Solano, Marin County Office of Education, First 5 Napa County, FIRST 5 Mendocino, First 5 Del Norte County, First 5 Humboldt County, and First 5 Lake County, for purposes of setting forth the roles and responsibilities of the parties related to the First 5 California's Regional Coordination and Training and Technical Assistance Hubs grant.

RECITALS

WHEREAS in 1998, the California voters passed Proposition 10, the California Children and Families Act which established the California Children and Families Commission also known as First 5 California (F5CA);

WHEREAS, the role of F5CA is to promote, support, and improve the early development of children from the prenatal stage through five years of age;

WHEREAS, Proposition 10 calls for F5CA to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development and ensure children are ready to enter school;

WHEREAS, F5CA Improve and Maximize Programs so All Children Thrive (IMPACT) program supports F5CA mission to convene, partner in, and support the creation and implementation of a comprehensive, integrated, and coordinated system for California children prenatal through 5 and their families;

WHEREAS, the centerpiece of the IMPACT program is a network of local quality rating and improvement systems (QRIS), that coordinate, assess, and improve early learning programs providing families with information they need to select the best early learning programs for their children;

WHEREAS, in March 2016, F5CA released a Regional Coordination, Training and Technical Assistance Hubs (HUB) Request for Applications for consortia participating in IMPACT and the QRIS;

WHEREAS, F5CA established regional HUBs whose primary purpose is to provide coordination and specialized support and technical assistance to consortia within a defined region;

WHEREAS, at its January 2016 meeting the Region 1 HUB selected F5SC to be the Fiscal Lead Agency for Region 1; and

WHEREAS, the parties desire to set forth the responsibilities of the Region 1 HUB, the Fiscal Lead Agency, and the Local Consortia.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

1. Definitions

- a. Approved Program Expenditure is a program cost approved by the Region 1 HUB for reimbursement by F5CA through the reimbursement process set forth in Section 5 below.
  
- b. The Region 1 HUB includes the following designated entities within the Region 1 geographical area that encompasses Sonoma, Solano, Marin, Napa, Mendocino, Del Norte, Humboldt, and Lake Counties:
  - i. First 5 Sonoma
  - ii. First 5 Solano
  - iii. Marin County Office of Education
  - iv. First 5 Napa
  - v. FIRST 5 Mendocino
  - vi. First 5 Del Norte
  - vii. First 5 Humboldt County
  - viii. First 5 Lake

The terms Regional Consortia, and Region 1 HUB may be used interchangeably.

- c. Lead Fiscal Agency (LFA) is the entity designated by the Regional Consortia to develop, implement, coordinate, oversee and monitor HUB activities, to support a collaborative operation of the HUB; and to provide specialized support to Regional and Local Consortia. The LFA for Region 1 is F5SC.
- d. Local Consortia refers to each County entities' local QRIS governing body as required by F5CA IMPACT.

2. Funding

- a. Statewide Funding. F5CA approved the following statewide First 5 HUB funding for FY 2015-16 through FY 2019-20:
  - i. HUB Funding. \$18 million to implement and operate the HUBs.
  - ii. Data Systems and Planning Funding. \$3.5 million to support First 5 data collection needs for consortia within each region.
  
- b. Region 1 HUB Funding. F5CA approved the following First 5 HUBS funding for Region 1 for FY 2015-16 through FY 2019-20:
  - i. Region 1 HUB Funding. \$1.36 million to implement and operate the Region 1 HUB.
  - ii. Region 1 Data Systems and Planning Funding. \$221,400 to support First 5 data collection needs for local consortia within Region 1 HUB.

### 3. Roles and Responsibilities

- a. The Regional Consortia roles and responsibilities include the following:
  - i. Decision making body on use of Region 1 HUB Funding as described in Section 2.b above.
  - ii. Identify local and regional strengths and assets and determine local and regional gaps and needs.
  - iii. Support coordination of regional activities to implement the CA-QRIS elements and systems functions.
  - iv. Reduce regional duplication of efforts.
  - v. Build local and regional expertise and incorporate state and federal evidence-based practices.
  - vi. Maintain a strong connection to the CA-QRIS.
  - vii. Other responsibilities as described in the F5CA Impact HUBs March 2016 Request for Applications.
  
- b. The Region 1 LFA roles and responsibilities include the following:
  - i. Serve as fiscal agent, receiving and disbursing funds from F5CA, and submitting all required reports to F5CA and report fiscal activity to the Region.
  - ii. Ensure there is a collaborative process to develop, implement, and/or oversee and monitor regional activities to support all consortia in the region.
  - iii. Support the data collection needs for Regional Consortia including, but not limited to, QRIS data system contracting, identifying a regional data system coordinator, access to an online planning data query tool, support for the California Early Care and Education Workforce Registry; or a combination of these activities.
  - iv. Act as lead to ensure the requirements for the HUBs are met and report to F5CA annually about regional progress toward goals.
  - v. Use the HUB funds and structure to create regional efficiencies in specialized support for consortia in the region and across the state, if needed, for at least one additional activity or element from the CA-QRIS and/or function of a QIS/QRIS system to increase county capacity or improve system efficiency.
  - vi. Use Hub funds and structure to support administrative, program, and evaluation services incorporated within the First 5 IMPACT system functions.
  - vii. Use evidence-based models/frameworks to ensure the highest likelihood of measurable improvement in key child and family indicators.
  
- c. The Local Consortia roles and responsibilities include the following:
  - i. Participate in all required HUB activities including participating in all Region 1 HUB meetings.
  - ii. Participate fully in evaluation and data collection processes administered by F5CA and/or the HUB.
  - iii. Submit all requests for reimbursement of Approved Program Expenditures including provision of required documentation consistent with the process established in Section 4 below.

- iv. Designate a single voting member to represent its County at Region 1 HUB meetings.
- v. Cooperate with LFA in the performance of its responsibilities and duties as lead fiscal agent for Region 1.

4. Region 1 HUB Operations.

- a. Meetings. The Region 1 HUB will hold quarterly meetings.
- b. Voting
  - i. Region 1 HUB meetings shall include representation from all Local Consortia participating in the region.
  - ii. Each Local Consortia has designated a single voting member. The voting members are: Napa: Executive Director of First 5; Solano: Deputy Director of First 5; Sonoma: PPEA of First 5; Humboldt: Executive Director of First 5; Lake: Local Planning Council Coordinator; Mendocino: Program Manager of First 5; Del Norte: Executive Director of First 5; Marin: QRIS Lead Coordinator at County Office of Education.
  - iii. The voting member may change by written notification to the LFA.
  - iv. All decisions of the Region 1 HUB will be by majority vote by the Local Consortia voting representatives.
  - v. In addition to a single voting member, Local Consortia may bring additional representatives to Region 1 HUB meetings.

5. Reimbursement Provisions

- a. The LFA is responsible for approving all expenditures of Region 1 HUB Funding.
- b. An Approved HUB Expenditure may include one or more of the following regional activities:
  - i. HUB quarterly and subcommittee activities;
  - ii. Database Reimbursements
  - iii. ERS Anchor trainings and reliability;
  - iv. CLASS-related trainings (MMCI, Intro to CLASS, myTeachstone subscriptions, etc.)
  - v. Strengthening Families trainings
  - vi. DRDP trainings
  - vii. ASQ trainings
  - viii. Marketing QRIS trainings
  - ix. Other activities as approved by the Region 1 HUB
- c. An Approved HUB Expenditure shall not include expenditures incurred prior to or after the program term or other costs defined as non-reimbursable in the F5CA Impact HUBs March 2016 Request for Applications.
- d. Each Local Consortia is responsible for submitting requests for reimbursement for an Approved HUB Expenditure to the Region 1 LFA. The Local Consortia shall not submit a request for reimbursement to the LFA until the cost has been incurred by the Local Consortia.
- e. All requests for reimbursement of an Approved HUB Expenditure shall be submitted to the LFA on a completed County Reimbursement Request Form (Attachment A) and shall be addressed to the following:

Leah Benz, PPEA  
First 5 Sonoma County  
490 Mendocino Ave. Ste 203  
Santa Rosa, CA 95401  
707.565.6614  
[Leah.benz@sonoma-county.org](mailto:Leah.benz@sonoma-county.org)

- f. The LFA shall be responsible, in its sole discretion, for approving all requests for reimbursements received from Local Consortia, in accordance with the decision of the Regional Consortia described in Section 3(a).
  - g. Upon approval of quarterly requests for reimbursements by the Region 1 HUB, the LFA issue payment to the Local Consortia for the Approved HUB Expenditure and submit to the F5CA an invoice to F5CA for reimbursement.
  - h. Failure of a Local Consortia to submit a request for reimbursement as set forth in this Section 4 or provide documentation requested by LFA may result in loss of reimbursement in full or part.
  - i. In the event F5CA denies reimbursement for any reason or has insufficient funds to reimburse the LFA for an Approved HUB Expenditure, the Local Consortia agrees to return to LFA an amount equal to the denied reimbursement.
  - j. In no event shall LFA be obligated to pay Local Consortia more than the total sum set forth in Section 2.b (Region 1 HUB Funding).
6. Documentation and Audit. Records related to state funds disbursed by F5CA to the LFA and/or to Local Consortia via the reimbursement provisions set forth above are subject to monitoring, examination, and audit by F5CA or its designee, or the State Auditor, for a period of five (5) years, or local policy retention period (whichever is greater) after final payment for program expenditures. LFA and Local Consortia agree to retain for a period of five (5) years adequate and accurate program and expenditure records that document Approved Program Expenditures. The parties agree F5CA shall have access to the LFA and Local Consortia offices, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other material that may be relevant to a matter under investigation, and for the purpose of determining compliance with the allowable uses of HUB funds. Each Local Consortia that received HUB funding is responsible for repayment of all audit exceptions and disallowances taken by F5CA related to Region 1 HUB funding.
7. Term. The term of this MOU shall be from April 1, 2016 through June 30, 2020.
8. Indemnification and Hold Harmless. Local Consortia agree to indemnify, hold harmless, and release LFA and the County of Sonoma, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Local Consortia, that arise out of, pertain to, or relate to LFA's or its agents', employees', contractors', subcontractors', or invitees', performance or obligations under this MOU, with the exception of the gross negligence or willful misconduct of LFA and the County, its officers, agents and employees.

- 9. Confidentiality. The parties agree to maintain the confidentiality of all client information in accordance with all applicable State and Federal laws and regulations.
- 10. Local Consortia Contact Person. Attachment B includes a list of individuals identified by each local Consortia as the point of contact for HUB related issues under this MOU. The parties agree that information contained in Attachment B may be modified by providing written notice to the LFA. The LFA will notify the Region 1 HUB at its next regularly scheduled of any change to Attachment B.
- 11. Dispute Resolution. If any conflicts or disputes arise between the parties involved, staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of the parties. If the parties are unable to resolve the dispute through such a meeting, then they agree to submit the dispute to the Region 1 HUB who has have final authority to settle the dispute.
- 12. Merger. This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this MOU. Except as provided for in this MOU, no modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of \_\_\_\_\_ (effective date).

**COUNTY OF SONOMA:**

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Stephan Betz, PhD, Director  
Department of Health Services

\_\_\_\_\_  
Dated

Approved as to Form:

  
\_\_\_\_\_  
Sonoma County Counsel

8/31/16  
\_\_\_\_\_  
Dated

**COUNTY OF NAPA:**

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Sally Sheehan-Brown, Executive Director  
First 5 Napa County Children and Families Commission

\_\_\_\_\_  
Dated

**COUNTY OF SOLANO:**

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Michele Harris, Executive Director  
First 5 Solano Children and Families Commission

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Dated

**COUNTY OF HUMBOLDT:**

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Mary Ann Hansen, Executive Director  
First 5 Humboldt

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Dated

**COUNTY OF LAKE:**

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Sorhna Li Jordan, Executive Director  
First 5 Lake County

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Dated

**COUNTY OF MARIN:**

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Carol J. Barton, Early Childhood Education Project Coordinator  
Marin County Office of Education

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Dated

**COUNTY OF MENDOCINO:**

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Rosanne Ibarra, Executive Director  
FIRST 5 Mendocino

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Dated

**COUNTY OF DEL NORTE:**

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Angela Glore, PhD, Executive Director  
First 5 Del Norte

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Dated



Attachment B.

Local Consortia Contact Persons

**First 5 Sonoma County Contact:**

Leah Benz, PPEA  
First 5 Sonoma County  
490 Mendocino Ave. Ste 2013  
Santa Rosa, CA 95401  
707.565.6614  
[Leah.benz@sonoma-county.org](mailto:Leah.benz@sonoma-county.org)

**First 5 Solano County Contact:**

Megan Richards, MPA, Deputy Director  
First 5 Solano Children and Families Commission  
601 Texas St, Ste 210  
Fairfield, CA 94533  
707-784-1335  
[MERichards@SolanoCounty.com](mailto:MERichards@SolanoCounty.com)

**Marin County Office of Education Contact:**

Carol J. Barton, Early Childhood Education Project Coordinator  
Marin County Office of Education  
1111 Las Gallinas Avenue  
San Rafael, CA 94913-4925  
(415) 499-5889  
[cbarton@marinschools.org](mailto:cbarton@marinschools.org)

**First 5 Napa Contact:**

Sally Sheehan-Brown, Executive Director  
First 5 Napa County Children and Families Commission  
1040 Main Street, Suite 206, Napa, CA 94559  
707.257.1410  
[sally@first5napa.org](mailto:sally@first5napa.org)

**FIRST 5 Mendocino Contact:**

Townley Saye, Program Manager  
First 5 Mendocino  
166 Gobbi Street, Ukiah, CA 95482  
(707)462-1233  
[townley@mendochildren.org](mailto:townley@mendochildren.org)

**First 5 Lake Contact:**

Executive Director  
First 5 Lake County  
1950 Parallel Drive  
Lakeport, CA 95453  
707.263.6169

**First 5 Humboldt Contact:**

Mary Ann Hansen, Executive Director  
First 5 Humboldt  
1012 Second Street  
Eureka, CA 95501  
(707) 445-7389  
[MHansen@co.humboldt.ca.us](mailto:MHansen@co.humboldt.ca.us)

**First 5 Del Norte Contact:**

Angela Glore, PhD, Executive Director  
First 5 Del Norte  
494 Pacific Avenue  
Crescent City, CA 95531  
707 464-0955 ext. 2101  
[aglore@co.del-norte.ca.us](mailto:aglore@co.del-norte.ca.us)