



Contract Number: CB2016-17-003

AMENDMENT TO CONTRACT

Reference is made to that contract made and entered into on July 1, 2016 by and between First 5 Alameda County, an independent public agency of the State of California, and **Chabot College** herein referred to as "CONTRACTOR".

Said contract is hereby amended:

1. By changing COMPENSATION from "Payment under the terms of this Agreement shall not exceed the total amount of \$ 50,000.00" to "Payment under the terms of this Agreement shall not exceed the total amount of \$ 58,000.00".
2. By substituting the original Exhibit A: Program Description and Performance Requirements with the attached Exhibit A1: Program Description and Performance Requirements.
3. By substituting the original Exhibit B: Terms and Conditions of Payment with the attached Exhibit B1: Terms and Conditions of Payment.
4. By substituting the original Attachment 1: Approved Accountability Plan with the attached Attachment 1A: Approved Accountability Plan.
5. By substituting the original Attachment 2: Approved Budget with the attached Attachment 2A: Approved Budget.

Except as herein amended, said contract is continued in full force and effect.

This Amendment is effective on November 15, 2016

By: _____
Pamela Simms-Mackey, Chair
First 5 Alameda County

By: _____
Lorenzo Legaspi
Vice Chancellor of Business Services

Chabot College

Date: _____

Date: _____

EXHIBIT A1

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

1. Background and Program Description

The California Children and Families First Act of 1998 (Proposition 10) created a program in the state for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. The intent of this act is to enable counties to create and implement an integrated, comprehensive and collaborative system of information and services to enhance optimal early childhood development.

First 5 has approved a Strategic Plan for a comprehensive system of early intervention services for children 0 to 5 years of age and families in Alameda County. A key component of the First 5 Strategic Plan is to promote access to Quality Early Care and Education in Family Childcare and Center based settings through professional development (2013-17 Strategic Plan, page 9). The services of the Contractor have been retained to coordinate Teacher Pathways/Associate of Arts Learning Communities, provide support and advising, and provide professional development services to the Early Childhood Education community.

2. Prohibition on Supplantation

By law, First 5 funding may not be used to supplant other funds. First 5 funding may only be used to expand or enhance existing programs or to initiate new services or programs benefiting children prenatal to age five.

3. Performance Requirements

Contractor will complete all strategies outlined in the First 5 approved accountability plan included as Attachment 1A. Contractor's currently approved budget is included as Attachment 2A.

- A. The copyright to all materials produced, as a result of this contract shall belong to the Contractor (instructor or consultant and the District). F5AC may not use, copy or modify materials without the expressed written consent of the Contractor. F5AC acknowledges that any content provided under this contract is the property of the Contractor (instructor or consultant and the District) and that F5AC has no right in any of the content except those expressly granted by this contract.
- B. Contractor will ensure that all instructors teaching a college course offered as part of this contract must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended, and be hired by the Chabot-Las Positas Community College District-Chabot College. In addition, all instructors hired will be covered by the Chabot-Las Positas Faculty Association contract (http://www.clpccd.org/HR/documents/FULLFINALDOCUMENTFORWEB82116_000.pdf).

4. Reporting Requirements

As per Exhibit B1: Terms and Conditions of Payment

5. Fiscal Requirements

Contractor may be required to submit General Ledger expense reports and salaries and benefits documentation supporting expenses to be reimbursed during the funded term. First 5 will identify which reporting period(s) Contractor will be required to submit this information and provide prior notice to the Contractor.

Contractor is required to match the value of this contract on a 1:1 basis in FY2016-2017 and report the match in ECCOnline for verification. Renewal of the contract in FY2017-2018 is dependent on agreement to an increasing match of 3:1 with required verification in ECCOnline.

6. ECChange, ECCOnline or Pathways Database Requirements

Contractor will complete reporting in ECCOnline.

7. Budget and/or Scope Revisions

Contractor may submit one budget and/or scope revision per year no later than April 15th of the fiscal year and may be granted or denied per the review and assessment of First 5 staff. For all budget line item adjustments over 10%, a written justification for each line item should be submitted for approval. Budget line item adjustments under 10% are not subject to a formal revision and may be shifted to existing line items (not including administrative/indirect fees) at the Contractor's discretion once per year. All significant revisions to approved scope must be submitted in writing and may be granted or denied per the review and assessment of First 5 staff. Ineligible and previously unapproved contract expenses may be disallowed per First 5 review and assessment.

8. Federal Office of Management & Budget (OMB) Circular Requirements

Contractor is required to comply with all current OMB Circular requirements during the funded term including but not limited to conflict of interest, internal controls, procurement and subcontractor monitoring if applicable. First 5 reserves the right to audit and collect from Contractor documentation demonstrating allowable activities and costs, eligibility, reporting, subcontractor monitoring and other special tests as identified.

9. Tuberculosis Testing

The Contractor shall require and ensure that staff who have direct and consistent contact with children through the First 5 funded activities undergo standard tuberculosis testing. Contractor will maintain records and documentation of current tuberculosis clearance and retest as appropriate.

10. Filing reports with Child Protective Services (CPS) / Child Care Licensing (CCL)

If a First 5 Contractor has knowledge of or observes a child who they suspect has been the victim of child abuse or neglect within the course of First 5 funded work, it is expected that they will file a report of the situation to CPS. In accordance with CPS guidelines, the report should be filed by phone within 24 hours of the incident, and in writing within 36 hours of the incident. If the abuse or neglect occurs in a licensed child care facility, it is expected that the Contractor will also file a report immediately to CCL.

Reporting suspected child abuse or neglect to First 5 or other persons is not a substitute for making a report to CPS or CCL. Reporting duties are individual and cannot be delegated to another person.

If First 5 staff become aware of suspected child abuse or neglect while providing consultation and/or contract support, and a report is not filed within the legal timeframe by the contractor, First 5 staff will file a report by phone and in writing within 24 hours.

Failing to report abuse or neglect to the appropriate agencies is not consistent with the mandates of First 5 Alameda County to improve health and development of children ages 0-5. Failure to report may result in termination of contract funding.

11. Cultural Access Services Requirements

- A. Contractor shall make a good faith effort to ensure that clients receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices, and preferred language.
- B. Contractor shall make a good faith effort to ensure that communication among staff and with the clients/population served promotes cultural responsiveness and respect of difference.
- C. Contractor shall make a good faith effort to implement strategies to recruit, retain, and promote at all levels of the organization a diverse, culturally responsive staff and leadership that are representative of the demographic characteristics of the service area.
- D. Contractor shall make a good faith effort to ensure that staff at ALL levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.
- E. Contractor shall make a good faith effort to have a clearly articulated written policy on cultural responsiveness.
- F. Contractor shall make a good faith effort to allocate resources to ensure the delivery of culturally responsive services.

12. Tobacco Control and Education Requirements

The 1998 passage of Proposition 10 added a 50-cent-per-pack increase in the state surtax on cigarettes and tobacco products to fund anti-smoking and early childhood programs. In response, the Commission adopted a Comprehensive Tobacco Control Policy. Based on this policy, all contractors are expected to make a good faith effort to:

- A. Create and/or maintain a comprehensive smoke-free environment; including adherence to applicable secondhand smoke laws and ordinances
- B. Disclose and divest from tobacco related investments
- C. Educate clients and staff about the harmful effects of secondhand smoke on children as appropriate

- D. Provide smoking cessation resources to staff and clients as appropriate

13. Acknowledgement of Funds

The Contractor shall acknowledge the funds received in statements or printed materials as outlined in the guidelines listed below.

- A. The Contractor will announce funding awards *only after* 1) the contract has been signed and returned and 2) after any announcement strategies are discussed with First 5 staff.
- B. The Contractor agrees to use official attribution tools and logos provided by First 5 for promotional materials, public awareness campaigns or special events connected with funding.
- C. First 5 funding will be acknowledged in all materials produced for the purpose of public education and outreach regarding the Contractor's funded project. These materials would include, but are not limited to brochures, flyers, media ads or public service announcements, presentations and handouts and outdoor ads. All printed materials and promotional products will include the following language:

Funded by First 5 Alameda County

- D. Materials produced with First 5 funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from First 5, and the Contractor will not be additionally reimbursed for use or reproduction.

EXHIBIT B1

TERMS AND CONDITIONS OF PAYMENT

1. **Contractor Name:** Chabot College
2. **Term of Contract:** July 1, 2016–June 30, 2017
3. **Terms and Conditions of Payment**

Contractor will adhere to the following payment and reporting schedule:

Reporting and Payment Schedule	Date
1 st Invoice and Report Due	January 20, 2017
2 nd (Final) Invoice and Report Due	July 21, 2017

Contractor will submit invoices based on actual expenses. Invoices should be accompanied by an expense report.

Invoices are subject to review and approval by First 5 staff before payment is issued. Payment is contingent on receipt and approval of all required reports. First 5 reserves the right to withhold Contractor payment until required reporting documentation is received. Total payments during the contract term will not exceed \$ 58,000.00.

F5AC will reimburse the Contractor for those services as identified in Attachment 2A of proposal that are part of this contract.

4. Invoicing Procedures

Invoices should be submitted to Karen Fierer at First 5 Alameda County, 1115 Atlantic Avenue, Alameda, CA 94501. Invoices with original signature on contractor's agency letterhead are required. Invoices may be submitted electronically or by mail.



ATTACHMENT 1A

APPROVED ACCOUNTABILITY PLAN

<p>First 5 Alameda County Outcome: Increase the number of high-quality childcare providers in the region</p>	
<p>Project Specific Outcome 1 Increase knowledge, skills and capacity of providers who serve children 0-5 and their families</p>	
<p>Strategy 1 Advise current and potential students for AA/ Transfer and certificates attainment</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 1. 100 students will have ECD Professional Development Plans developed or revised by June 30, 2017 2. Assist 20 students with request for ECD course substitutions and pre-requisite challenges 3. Assist ECD students with navigating the Chabot College system from enrollment through matriculation 4. Meet with ECD Faculty 2 times per year to provide feedback on course offerings.
<p>Strategy 2 Outreach to Chabot College students and local community to increase the number of students working towards certificates and Degrees</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 1. 8 ECD classroom presentations 2. 2 on campus recruitment events 3. 2 classroom presentations to the Regional Occupational Program 4. 2 presentations to FCC Associations 4 C's Alameda County 5. 1 Outreach presentation to Title 22 centers 6. 1 Outreach presentation to local Adult School 7. Disseminate 100 ECD Professional Development Guides

<p>Strategy 3 Provide Child Development Permit advisement and application processing</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 1. Provide 4 Permit Workshops 2. 40 permits processed, new, upgrades or renewal
<p>Strategy 4 Provide professional development opportunity for infant toddler staff in community programs through ECD 67 - Infant and Toddler Development and Caregiving</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 1. Students enrolled in in ECD 67 2. Students complete ECD 67 course
<p>Reporting Measures (data source)</p> <ul style="list-style-type: none"> • Local program participation data (sign-in sheets from presentations, workshops and events) • Enrollment data • Chabot PDC student lists • Meeting minutes from meetings with faculty • Permit completion data (new, upgraded, renewal) 	

<p>First 5 Alameda County Outcome: Increase participation in First 5 Alameda Quality Counts program</p>	
<p>Project Specific Outcome 2 Increase the number of Quality Counts participating providers enrolled at Chabot who complete Professional Development Plans</p>	
<p>Strategy 1 Assist First 5 Alameda County on recruiting eligible Title 22 centers and FCC providers for additional training at Chabot</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 1. Professional Development Plans completed for Quality Counts ECE providers, see outcome #1 “Performance Target.” 2. Assist in recruitment of Quality Counts participating providers.
<p>Reporting Measures (data source)</p> <ul style="list-style-type: none"> • Number (#) of Quality Counts participating providers enrolled in coursework • Number (#) of Quality Counts participating providers who complete Professional Development plans 	

- Number (#) of Professional Development Guides disseminated

<p>First 5 Alameda County Outcome: Integrate ECE Professional Development Plan support, permit assistance, and advising into career pathway development activities at Chabot College</p>	
<p>Project Specific Outcome 3: Integrate the ECD program, First 5-funded personnel and their efforts into the larger career pathway development activities at Chabot College.</p>	
<p>Strategy 1 Increase and streamline ECD Department marketing and communication efforts</p>	<p>Performance Target:</p> <ol style="list-style-type: none"> 1. Revise website to include video clips and updated ECD pathway information 2. Update ECD dept. brochure 3. In collaboration with ECD Career Pathways Lead, provide outreach presentations to childcare centers, adult schools, high school/ROP programs, court schools, community day, and continuation high schools.
<p>Strategy 2 Collaborate with Student Services and ECD faculty to provide more information about ECD career options to students</p>	<p>Performance Target:</p> <ol style="list-style-type: none"> 1. PDC to present updates and current trends in the field to Counseling Dept. at least once per semester 2. In discussion with counseling department, schedule workshops that promote ECD to student, provide career-specific information and explanation of the professional development matrix and other career options 3. Develop an ECD resource binder for counseling dept. to include materials in support of counseling ECD students 4. In collaboration with ECD Career Pathways Lead, provide outreach presentations to adult schools, high school/ROP programs, court schools, community day, and continuation high schools.

<p>Strategy 3 Institutionalize ECE Professional Development Plan support, permit assistance, and advising process.</p>	<ol style="list-style-type: none"> 1. Work with faculty coordinator and Dean to provide necessary data for Prioritization Committee 2. Submit position request(s) through college process as needed 3. See Outcome #1 "Performance Target"
<p>Reporting Measures (data source)</p> <ul style="list-style-type: none"> • Local program participation data (sign-in sheets from presentations, workshops and events) • Materials and videos developed for website and workshops • Classified Prioritization List • Updated website • Completion data about degree, certificate and permit attainment 	

Please Note: Accountability plans are subject to negotiation and approval by First 5 Alameda County. Modifications, including additional reporting measures and/or supporting documents, may be required.



**ATTACHMENT 2A
CHABOT COLLEGE
APPROVED BUDGET**

PERSONNEL EXPENSES (list positions separately, provide brief description of job responsibilities, FTE % on project and salary)	First 5 7/1/2016 - 6/30/2017 Budget	Contractor Required 1:1 Match
<i>EXAMPLE: Jane Doe, Program Manager. Responsible for providing trainings, managing budget and reporting to First 5, 50% FTE, Salary: \$55,000 yearly or Hourly pay X, # of hours.</i>		
Senior Instructional Assistant responsible for supporting grant outcomes \$25.04 hourly x 2,079.67 hours per year	\$19,613.00	\$32,462.00
Instructional Assistant supports the processing of ECE Permit applications and clerical duties associated with these applications \$19.52 per hour x 1,003 hours per year	\$19,580.00	
Faculty Coordination to oversee and coordinate project activities. \$42.96 per hour x 47.78 hours per year		\$2,053.00.00
CFCS Courses Instructor for ECD 67	\$6,159.00	
Personnel Benefits:		
Senior Instructional Assistant Benefits	\$4,903.00	\$10,363.00
Instruction Assistant Benefits	\$4,895.00	
Faculty Coordination Benefits		\$324.00
PERSONNEL SUBTOTAL:	\$55,150.00	\$45,202.00
GENERAL EXPENSES	First 5 7/1/2016 - 6/30/2017 Budget	Contractor Required 1:1 Match
Training	\$1,009.00	
Program Materials		\$4,175.00
Printing		
Office Supplies	\$1041.00	\$623.00
Staff Travel	\$800.00	
Consulting Services (hourly unit cost, # of hours, contract term)		
Evaluation		
Miscellaneous		
GENERAL EXPENSES SUBTOTAL	\$2,850.00	\$4,798.00
SUBCONTRACTORS (list separately)		

SUBCONTRACTORS SUBTOTAL	\$	
OTHER (Additional items that cost more than \$5,000)	First 5 7/1/2016 - 6/30/2017 Budget	Contractor Required 1:1 Match
OTHER SUBTOTAL	\$	
TOTALS	First 5 11/19/2016 - 6/30/2017 Budget	Contractor Required 1:1 Match
SUBTOTAL OF DIRECT EXPENSES (Add subtotals for Personnel, General, Subcontractors and Other)		
ADMINISTRATIVE/INDIRECT COSTS (Maximum 15% of total direct expenses)		
TOTAL PROJECT EXPENSE	\$58,000.00	\$50,000.00