



Contract Number: CB2016-17-002

AMENDMENT TO CONTRACT

Reference is made to that contract made and entered into on November 7, 2016 by and between First 5 Alameda County, an independent public agency of the State of California, and Las Positas 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 \$57,401.00".
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:** Las Positas 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 \$57,401.00.

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**

First 5 Alameda County Outcome:	
Project Specific Outcome 1 Increase knowledge, skills and capacity of providers who serve children 0-5 and their families	
Strategy 1 Advise current and potential students for AA/ Transfer and certificates attainment in Early Childhood Development	Performance Target 1. 100 students will have EDC plans developed or revised by June 30, 2017 2. Assist 10 students with transcript evaluation 3. Assist 20 students with request for ECD course substitutions and pre-requisite challenges 4. Assist ECD students with navigating the LPC system from enrolment through matriculation 5. Provide job specific information in support of career technical education path 6. Meet with ECD Faculty 2 times per year to provide feedback on course offerings based on feedback form the advising process
Strategy 2 Outreach to LPC students and local community to increase the number of students working towards certificates and degrees	Performance Target 1. 8 ECD classroom presentations 2. 2 on-campus recruitment events 3. 2 classroom presentations to the Tri-Valley Regional Occupational Program 4. 2 presentations to FCC Associations at Child Care Links 5. 1 outreach presentation to Title 22 centers 6. 1 outreach presentation to Tri-Valley Adult Schools 7. Disseminate 100 ECD professional development guides

Strategy 3 Provide Child Development Permit advisement and application processing	Performance Target 1. Provide 4 permit workshops 2. 40 permits processed: new, upgrades or renewal
Strategy 4 Provide and evaluate Infant Toddler Class course Spring 2017	Performance Target 1. Enroll 12-15 providers currently serving infants, toddlers and their families
Reporting Measures (data source) <ul style="list-style-type: none"> ▪ Number (%) of students advised ▪ Number (%) of students who attained AA degrees ▪ Number (%) of students who are transfer-ready ▪ Number (%) of students who received certification by type of certification ▪ Number (%) of permits processed by type (new, upgrade, renewal) ▪ Number (%) of students enrolled in Infant-Toddler Class ▪ Summary evaluation of Infant-Toddler class ▪ Number (%) of staff from Quality Counts sites with Professional Development Plans 	

First 5 Alameda County Outcome:	
Project Specific Outcome 2 Increase participation in First 5 Alameda Quality Counts program	
Strategy 1 Assist First 5 Alameda County on recruiting eligible Tittle 22 centers and FCC providers for Quality Counts	Performance Target 1. Work with Child Care Links in recruitment of First 5 identified programs to participate in Quality Counts 2. Assist in enrollment of identified programs as directed by First 5
Strategy 2 Meet with enrolled Quality Cares sites within the Las Positas service area to develop Professional Development Plans related to identified site goals	Performance Target 1. Staff at each Quality Counts site in LPC service area have Professional Development Plans
Reporting Measures (data source) <ul style="list-style-type: none"> ▪ Number of and type of outreach events 	

- Number (%) of Professional Development Guides disseminated
- Number (%) of Title 22 centers recruited
- Number (%) of Family Child Care providers recruited
- # of Professional development Plans completed

First 5 Alameda County Outcome:	
Project Specific Outcome 3 Institutionalize the Professional Development Coordinator position in order to support ECD students	
Strategy 1 Submit non-instructional position request to the Resource Allocation Committee	Performance Target: <ol style="list-style-type: none"> 1. Work with Faculty Coordinator and Dean to provide necessary data for the application 2. Faculty Coordinator meets 2 times with appropriate Dean to strategize by August 30, 2016 3. Work with First 5 Executive Director to advocate for permanent college funding for a full time PDC position
Reporting Measures (data source) <ul style="list-style-type: none"> ▪ Progress report on institutionalization of Professional Development Coordinator position 	
Supporting Documents, if applicable N/A	

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
LAS POSITAS COLLEGE
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
Ana Del Aguila, PDC, Responsible for supporting ECD students in degree and permit completion. Reports to Karen Fierer at First 5 Alameda County. (91.67% FTE, Salary \$77,460.18 yearly)	\$35,500.00	\$35,505.00
Personnel Benefits:	\$14,500.00	\$14,500.00
PERSONNEL SUBTOTAL:	\$50,000.00	\$50,005.00
GENERAL EXPENSES	First 5 7/1/2016 - 6/30/2017 Budget	Contractor Required 1:1 Match
Training	\$7,401.00	
Program Materials		
Printing		
Office Supplies		
Staff Travel		
Consulting Services (hourly unit cost, # of hours, contract term)		
Evaluation		
Miscellaneous		
GENERAL EXPENSES SUBTOTAL	\$7,401.00	\$0.00
SUBCONTRACTORS (list separately)		

SUBCONTRACTORS SUBTOTAL	\$0.00	\$
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	\$0.00	\$
TOTALS	First 5 7/1/2016 - 6/30/2017 Budget	Contractor Required 1:1 Match
SUBTOTAL OF DIRECT EXPENSES (Add subtotals for Personnel, General, Subcontractors and Other)	\$57,401.00	\$50,005.00
ADMINISTRATIVE/INDIRECT COSTS (Maximum 15% of total direct expenses)	\$0.00	
TOTAL PROJECT EXPENSE	\$57,401.00	\$50,005.00