



Contract Number CB2015-2016-07

AMENDMENT TO CONTRACT

Reference is made to that contract made and entered into on July 1, 2015 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 \$183,100.00" to "Payment under the terms of this Agreement shall not exceed the total amount of \$ 208,100.00.
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 December 10, 2015

DocuSigned by:
Pamela Simms-Mackey
 By: _____
CB2C0F3F579B4C9...
 Pamela Simms- Mackey
 First 5 Alameda County

By: _____
 Lorenzo Legaspi
 Vice Chancellor of Business Services
 Chabot College

Date: 12/30/2015

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 CARES Plus support and advising, and provide professional development services to the ECE 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: Attachment 1A. Contractor's currently approved budget is Attachment 2A.

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.

6. ECChange, ECCOnline or Pathways Database Requirements: NA

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 A-133 Circular requirements during the funded term including but not limited to conflict of interest, internal controls, procurement and subcontractor monitoring. 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, 2015-June 30, 2016**
- 3. Terms and Conditions of Payment**

Contractor will adhere to the following payment and reporting schedule:

	Date
1 st Invoice and Report due	January 22, 2016
2 nd (Final) Invoice and Report due	July 15, 2016

Contractor will submit invoices based on actual expenses. Invoices shall 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 \$208,100.00

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: Increased knowledge, skills and capacity of providers who serve 0-5 and their families	
<p>Strategy 1</p> <p>Recruit and enroll students into AA Degree/transfer-ready learning community (includes CARES Plus Component B participants)</p> <p>Implement</p>	<p>Performance Target</p> <ul style="list-style-type: none"> 25 students working towards AA/ Transfer are enrolled in a learning community by 9/30/15.
<p>Strategy 3</p> <p>Provide CARES Plus Advising to English speaking Early Child Development (ECD) students and ELL students:</p> <p>Facilitate CARES Plus enrollment</p> <p>Complete CARES Plus Professional Growth Plans</p>	<p>Performance Target</p> <ul style="list-style-type: none"> 25 AA/Transfer and 25 Certificate/Permit participants 25 AA/Transfer and 25 Certificate/Permit participants complete CARES Plus Professional Growth plans twice per year.
<p>Strategy 3</p> <p>Provide CARES Plus Advising to English speaking Early Child Development (ECD) students and ELL students:</p> <p>Facilitate CARES Plus enrollment</p> <p>Complete CARES Plus Professional Growth Plans</p>	<p>Performance Target</p> <ul style="list-style-type: none"> 25 AA/Transfer and 25 Certificate/Permit participants 25 AA/Transfer and 25 Certificate/Permit participants complete CARES Plus Professional Growth plans twice per year.
<p>Strategy 4</p> <p>Provide Child Development Permit advising, application and renewal support:</p> <p>Referrals to PDC's as appropriate for ECD students and non-students</p>	<p>Performance Target</p> <ul style="list-style-type: none"> 50 permit applications completed per year.
<p>Strategy 5</p> <p>Implement a learning community for ECD students working towards Certificates and Child Development permits with priority to ELL ECD</p>	<p>Performance Target</p> <ul style="list-style-type: none"> 25 students are enrolled

<p>students.</p>	<ul style="list-style-type: none"> • Six learning community meetings per year • 80% of students complete requirements for permit/certificates by 5/30/2015
<p>Strategy 6 Support completion of Math requirement for AA Degree including a learning community, contextualized math course, tutoring and supportive materials</p>	<p>Performance Target</p> <ul style="list-style-type: none"> • 25 students enrolled in Math Learning Community • 30 enrolled in contextualized Math course • Enrolled math students receive one hour per week of tutoring if needed • Math textbooks for enrolled students
<p>Strategy 7 Enroll students and implement , 3-unit, Practice Based Coaching course for ECD students</p>	<p>Performance Target</p> <ul style="list-style-type: none"> • 20 students enrolled by 9/30/2015
<p>Strategy 8 Create 50% FTE position in Student Counseling Department to support Early Childhood Development students</p>	<p>Performance Target</p> <ul style="list-style-type: none"> • Assist students with English and Math assessments • Refer students to campus resources for special needs and workshops on topics related to success in college • Plan student academic plan of achievement • Advise ECD students so they complete their courses at a rate of at least six units per year Meet with other college counselors about the ECD program • Develop student SEP plans so that 70% of ECD students would have an Student Education Plan by 6/30/2016
<p>Reporting Measures (data source)</p>	



**ATTACHMENT 2A
APPROVED BUDGET
CHABOT COLLEGE**

PERSONNEL EXPENSES (list positions separately, provide brief description of job responsibilities, FTE % on project and salary)	7/1/2015 – 6/30/2016 Budget
PDC, Responsible for providing trainings, managing budget and reporting to First 5 100%	\$60,500
Instructional Assistant. Supports PDC with clerical duties, advise students. 100%	\$35,000
ECE dedicated Counselor 50% x 6 months including benefits	\$25,000
Personnel Benefits for PDC and Instructional Assistant:	\$30,000
Cell Phone	
PERSONNEL SUBTOTAL:	\$150,500
GENERAL EXPENSES	7/1/2015 – 6/30/2016 Budget
Courses	
Math (2 semester, 5 units each), Washington University (1 semester, 3 units)	\$19,500
	\$8,100
Math Tutors, (\$15.00 per hour, 10 hours per week, 30 weeks per year)	\$4,500
Program materials	
Textbooks for Math (\$150 x 25 students x 2 semesters)	\$7,500
Calculators (\$90 x 25)	\$2,250
Food for Meetings (\$1500 x 2 semesters)	\$3,000
Incentives for Meetings (\$200 x 6 meetings)	\$1,200
Materials for University of Washington cohort	\$450
Printing	\$3,000
Office Supplies	\$3,000
Staff Travel- Mileage	\$600
Consulting Services (\$15.00 per hour, 10 hours per week, 30 weeks per year ECD and bilingual tutoring)	\$4,500

Evaluation	
Miscellaneous	
GENERAL EXPENSES SUBTOTAL	\$57,600
SUBCONTRACTORS (list separately)	
SUBCONTRACTORS SUBTOTAL	\$0
OTHER (Additional items that cost more than \$5,000)	7/1/2015 - 6/30/2016 Budget
OTHER SUBTOTAL	\$
TOTALS	7/1/2015 - 6/30/2016 Budget
SUBTOTAL OF DIRECT EXPENSES (Add subtotals for Personnel, General, Subcontractors and Other)	\$208,100.00
ADMINISTRATIVE/INDIRECT COSTS (Maximum 15% of total direct expenses)	\$0
TOTAL PROJECT EXPENSE	\$208,100.00