



Contract Number CB2015-2016-008

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 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 \$175,000" to "Payment under the terms of this Agreement shall not exceed the total amount of \$178,900".
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

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

By: _____
Lorenzo Legaspi
Vice Chancellor of Business Services

Date: _____

Date: _____

By: _____
Dyan Miller
Dean of Behavioral Sciences, Business
and Athletics

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 – See 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: Las Positas 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 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 \$178,900.00

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

<p>First 5 Alameda County Outcome: Coordinate Teacher Pathways/Associate of Arts Learning Communities, provide CARES Plus support and advising, and provide professional development services to the ECE community</p>	
<p>Project Specific Outcome 1 Increased knowledge, skills and capacity of providers who serve 0-5 and their families</p>	
<p>Strategy 1 Implement AA Degree/transfer-ready learning community (includes CARES Plus Component B participants)</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 25 students working towards AA/ Transfer enrolled in learning community. 6 learning community meetings. Enroll and advise in CARES, component B. 80% of learning community students complete AA by June 2016. 50% of AA learning community students transfer to 4 year university after June 30, 2016. 80% of AA learning community students participate in meetings.
<p>Strategy 2 Provide CARES Plus Advising</p> <ol style="list-style-type: none"> Facilitate CARES Plus enrollment Complete CARES Plus Professional Growth Plans twice per year per participant. 	<p>Performance Target</p> <ol style="list-style-type: none"> 25 participants enrolled in CARES PLUS CORE ONLY 25 completed CARES Plus Professional Growth plans
<p>Strategy 3 Provide Child Development Permit advising, process applications, provide referrals to PGA's.</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 50 permit applications
<p>Strategy 4 Serve ELL students to meet the diverse needs of the children in the community (workforce preparation)</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 25 students enrolled in the ECD/ELL program, completing ECD /ESL/GE courses (at least 3 units per semester). Students take ESL assessment placements

	<p>3. 20 students apply for a Child Development permit</p>
<p>Strategy 5 Support ECD students to complete MATH requirement for AA Degree</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 1. Enrolled 25 students in Math Learning Community. 2. Provide support for completion (tutoring, materials)
<p>Reporting Measures (data source)</p> <ul style="list-style-type: none"> ▪ Number of enrolled students ▪ Number of permit applications ▪ Number of degrees completed ▪ Documented Report on learning community meetings ▪ Documented Report on math learning communities ▪ Documented report on English Language Learners (ELL) cohort ▪ Number of students working towards AA/ Transfer AA that are enrolled in learning community ▪ Number of learning community meetings and percentage of students that participate in meetings ▪ Percentage of Learning community students who complete AA by June 2016 ▪ Percentage of AA learning community students that will transfer to 4 year University by June 30, 2016 	

<p>First 5 Alameda County Outcome: Coordinate Teacher Pathways/Associate of Arts Learning Communities, provide CARES Plus support and advising, and provide professional development services to the ECE community</p>	
<p>Project Specific Outcome 2 Institutionalized professional development support for ECD providers and students.</p>	
<p>Strategy 1</p> <ol style="list-style-type: none"> Disseminate ECD Professional Development Guide Provide workshops/presentations to students and non-students related to professional development guide. Provide training and technical assistance to college counselors and faculty on the use of the professional development guide. Provide training to 3 counselors and 3 faculty on responsibilities of the Program Development Coordinator 	<p>Performance Target:</p> <ol style="list-style-type: none"> 250 guides disseminated by June 2016. 6 Presentations for students /providers, including local R and R agency by June 30, 2016. 12 counselors/faculty trained on the guide by June 30, 2016. 5 hours of training is provided for counselors and staff
<p>Strategy 2 Develop and execute sustainability plan</p> <p>Reporting Measures (data source)</p> <ul style="list-style-type: none"> Number of guides disseminated Number of presentations/trainings Documented report on faculty/counselors trained on Guide Documented report on sustainability training for counselors and staff Number of guides disseminated by June 2016 Number of presentations for students /providers, including local R&R agency by June 30, 2016 Number of counselors/faculty trained on the guide by June 30, 2016 Number of hours of training provided for counselors and staff on PDC tasks 	<p>Performance Target</p> <ol style="list-style-type: none"> Develop and execute by June 30, 2016
<p>Supporting Documents, if applicable</p>	

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
APPROVED BUDGET**

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, coordinating cohorts, managing budget and reporting to First 5 100% FTE	\$80,500
Instructional Assistant, Supports manager with clerical duties, provides tutoring and advising to students. 31% FTE 40,000	\$12,400
Personnel Benefits:	\$32,000
PERSONNEL SUBTOTAL:	\$124,900
GENERAL EXPENSES	7/1/2015 – 6/30/2016 Budget
Program Materials- Textbooks, Food and Incentives for Meetings	\$13,400
Printing, Permit forms, recruitment flyers, ECD plans, etc.	\$1,000
Office Supplies	\$1,300
Staff Travel - Mileage	\$200
Consulting Services	
1. Tutoring, one for ECD (bilingual), one for Math, \$15.00 per hour, 5 hours per week, 30 weeks per year)	\$4,500
2. Math Instructor, (2 courses, 5 units each)	\$20,000
3. ECD Learning Community Instructor (2 courses, 3 units each)	\$10,000
4. 12 hours of training for 3 counselors and 3 faculty in the PDC tasks	\$3,600
Evaluation	
Miscellaneous	
GENERAL EXPENSES SUBTOTAL	\$54,000
SUBCONTRACTORS (list separately)	
SUBCONTRACTORS SUBTOTAL	

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)	\$178,900
ADMINISTRATIVE/INDIRECT COSTS (Maximum 15% of total direct expenses) 7% for OEF	0
TOTAL PROJECT EXPENSE	\$178,900