CONTRACT FOR SERVICES

CONTRACT NUMBER:	**COC2013-15-11**
CONTRACT TERM:	**JULY 1, 2013 – JUNE 30, 2015**
CONTRACT AMOUNT:	**$104,839 ($47,856 YEAR ONE, $56,983 YEAR TWO)**
CONTRACTOR:	**SAN LEANDRO UNIFIED SCHOOL DISTRICT**
CONTACT PERSON:	**ROBIN MICHEL**
CONTACT TITLE:	**COMMUNICATIONS OUTREACH SPECIALIST**
TELEPHONE:	**510-667-6208**
EMAIL:	**RMICHEL@SANLEANDRO.K12.CA.US**
CONTRACTOR ADDRESS:	**14735 JUNIPER STREET, SAN LEANDRO, CA 94579**

THIS CONTRACT, is hereby made and entered into on this 1st day of July, 2013 by and between First 5 Alameda County ("First 5"), an independent public agency of the State of California, and San Leandro Unified School District ("Contractor").

IT IS HEREBY MUTUALLY AGREED that both parties will adhere to the provisions of this Agreement including Exhibit A (Program Description and Performance Requirements), Exhibit B (Terms and Conditions of Payment), Exhibit C (Insurance Requirements), and Exhibit D (HIPAA).

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first mentioned above.

Pamela Simms-Mackey, Chair First 5 Alameda County	Debbie Wong San Leandro Unified School District
Date	Date

Agreement

Recitals:

WHEREAS, First 5, , is authorized by the California Children and Families First Act of 1998 ("Act") to expend moneys allocated to it for the purposes authorized by the Act and by the First 5 Strategic Plan for the support and improvement of early childhood development within Alameda County; and

WHEREAS, First 5 is desirous of securing the provision of certain services and deliverables in furtherance of its Strategic Plan; and

WHEREAS, Contractor is willing and able to perform duties and render services and deliverables which are determined by First 5 to be necessary or appropriate for the support and improvement of early childhood development within Alameda County; and

WHEREAS, First 5 desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as set forth below:

I. TERM OF AGREEMENT

The Term of this Agreement begins on the 1st day of July, and shall continue, provided funding is allocated by First 5, until terminated in accordance with this Agreement. This Agreement shall supersede any previous agreement between Contractor and First 5 for the same services and the same time period.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by First 5 from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by First 5 to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

II. PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS -- EXHIBIT A

This Agreement shall be accompanied by Exhibit A, which is incorporated herein by this reference, and which includes a description of the duties and services to be performed for First 5 by Contractor. Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner. Contractor shall obtain First 5's approval of all reports, requests, and other services and responsibilities, as required under this Agreement.

III. TERMS AND CONDITIONS OF PAYMENT-- EXHIBIT B

The total amount to be paid to Contractor under this Agreement shall not exceed the sum of $104,839 (Year 1 $47,856 and Year 2 $56,983) and First 5 shall, under no circumstances, be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by First 5.

Unless it is otherwise provided in Exhibit B to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement

will not be subject to reimbursement by First 5. Any "obligations incurred" included in claims for reimbursements and paid by First 5 which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by First 5.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by First 5, or any successor, with respect to the receipt and disbursement of the funds referred to in Exhibit B, as well as such requirements as may be imposed by First 5.

IV. INSURANCE -- EXHIBIT C

Contractor shall maintain in force, at all times during the term of this Agreement, the insurance specified in Exhibit C attached hereto and made a part of this Agreement by this reference, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from First 5 any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

V. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) -- EXHIBIT D

Contractor shall comply with the requirements of Exhibit D, if applicable.

VI. ADDITIONAL FISCAL PROVISIONS

Contractor shall not claim reimbursement from First 5 for (or apply sums received from First 5 with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of services provided to other public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

If Contractor is a non-profit corporation, unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

VII. RECORDS

A. Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

B. Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by First 5.

C. Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, if applicable, Board of Directors roster,

minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by First 5 or the State or federal government or the applicable funding source.

Contractor will cooperate with First 5 in the preparation of, and will furnish any and all information required for, reports to be prepared by First 5 and/or Contractor as may be required by the rules, regulations, or requirements of the County of Alameda, First 5 or of any other governmental entity. First 5 shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any First 5-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

First 5 reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

VIII. AUDITS

Contractor's records, as defined in Section VII of this Agreement, shall be accessible to First 5 for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. First 5 shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. First 5 shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars or audits otherwise authorized by Federal or State law.

IX. LIMITATION ON LIABILITY; INDEMNIFICATION

The liabilities or obligations of First 5 with respect to its performance, non-performance or obligations pursuant to this Agreement shall be the liabilities or obligations of First 5 and its Trust Fund, and shall not become the liabilities or obligations of the County. Contractor shall not look to the County for satisfaction of obligations or liabilities.

Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless First 5, the individual members thereof, and all First 5 officers, agents, employees and volunteers, and the County of Alameda, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services or in the course of performing services rendered pursuant to this Agreement.

X. SUBCONTRACTING

None of the work to be performed by Contractor shall be subcontracted without the prior written consent of First 5. Contractor shall be as fully responsible to First 5 for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. First 5-approved contracts between Contractor and any subcontractor shall contain language providing that Contractor shall be as fully responsible to First 5 for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.

XI. ASSIGNMENT

Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of First 5. However, Contractor may assign its rights to receive compensation from First 5 for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from First 5 shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

XII. INDEPENDENT CONTRACTOR STATUS

Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of First 5 for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of First 5 employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

XIII. CONFIDENTIALITY

Pursuant to Assembly Bill 973, the Amendment to Children and Families Act protects any individually identifiable information collected by First 5 California Commissions from disclosure to unauthorized entities unless consent was obtained from the client, parent or legal guardian. Contractor agrees to maintain the confidentiality of any patient information which may be obtained as a result of work performed pursuant to this Agreement unless required by law. Patients are defined as children and families who receive services by First 5 or children and families who receive services from the Contractor as outlined in Exhibit A to this Agreement. First 5 shall respect, to the extent permitted by law, the confidentiality of information furnished by Contractor to First 5 as specified in Exhibit A.

All information that is maintained by First 5 and Contractor may be subject to inspection by any person pursuant to a request under the California Public Records Act. The information shared under California Public Records Acts refers only to agencies, organizations or partners not individuals or patients who are recipients of child health or family services.

First 5 and Contractor may enter into a HIPAA Business Agreement if either organization is considered a Covered Entity as defined by the Health Insurance Portability and Accountability

Act (HIPAA) of 1996 and the Department of Health and Human Services regulations. The Business Associate contract is outlined in Exhibit D to this Agreement if applicable.

Confidential information is defined as all information disclosed to Contractor which relates to First 5's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to First 5 all written or descriptive matter which contain any such confidential information.

XIV. TERMINATION PROVISIONS

Termination for Cause – If First 5 determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if First 5 determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, First 5 shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by First 5, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to First 5 forthwith whatever sums are so disclosed to be due to First 5 (or shall, at First 5's election, permit First 5 to deduct such sums from whatever amounts remain undisbursed by First 5 to Contractor pursuant to this Agreement or from whatever remains due Contractor by First 5 from any other contract between Contractor and First 5).

In the event that the funding allocation or the funds available to First 5 changes, First 5 may determine, in its sole discretion, that it is necessary to reduce, eliminate or otherwise modify the funding to Contractor under this Agreement due to the unavailability of funds or First 5's assessment of its funding priorities. If First 5 elects to reduce or eliminate funding pursuant this provision, it will provide 30 days advance written notice to Contractor.

Termination Without Cause – Either party may terminate this Agreement upon 30 days advance written notice to the other party. In the event of termination, Contractor shall return any unspent funds and shall not be entitled to any further funds under this Agreement.

Termination By Mutual Agreement – First 5 and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

XV. COMPLIANCE WITH LAWS

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save First 5 and County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances,

codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

XVI. ACCIDENT REPORTING

If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify First 5 by telephone. Contractor shall promptly submit a written report, in such form as may be required by First 5, of all accidents which occur in connection with this Agreement. This report must include the following information: 1. name and address of the injured or deceased person(s); 2. name and address of Contractor's subcontractor, if any; 3. name and address of Contractor's liability insurance carrier; 4. a detailed description of the circumstances surrounding the accident, whether any of First 5's equipment, tools or materials were involved and the extent of the damage to First 5 and/or other property; 5. Whether any clients or recipients of services or other persons were witnesses to the accident; and 6. determination of what effect, if any, the accident will have upon Contractor's ability to perform services.

XVII. NON-DISCRIMINATION

Contractor assures that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

XVIII. GOVERNING BOARD LIMITATIONS; CONFLICT OF INTEREST

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

Contractor shall not make governmental decisions, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, and Contractor's work shall be subject to intervening substantive review by staff of First Five.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from First 5 based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

XIX. DRUG-FREE WORKPLACE

Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify First 5. Violation of this provision shall constitute a material breach of this Agreement.

XX. MODIFICATIONS TO AGREEMENT

First 5 shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A and/or B to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder. Only one budget revision is allowed per year and may be granted or denied per the 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 at the Contractor's discretion once per year.

This Agreement can be amended only by written agreement of the parties hereto.

XXI. OWNERSHIP OF WORK PRODUCT / INTELLECTUAL PROPERTY

Any work product developed by Contractor in performance of this Agreement shall be considered the work product of First 5 and upon termination of the Agreement, Contractor shall provide those materials to First 5 to the extent requested. In addition, it is the express intention of the parties that First 5 shall at all times be and shall remain the sole and exclusive owner of all rights of any kind whatsoever in and to the results and proceeds of First 5's and/or Contractor's services hereunder (the "Results").

Contractor warrants that, to the best of its knowledge and control, the Results are and will be original with Contractor in all respects (except to the extent based on material supplied by First 5), have not been and will not be exploited in any manner and/or medium, and do not or will not infringe upon the copyright, patent or any other right of any person or entity and properly attribute the use of any other sources from any person or entity. Contractor agrees to execute any and all other documents consistent herewith, which may be required to effectuate the purpose and intent of this Agreement, and agrees that First 5 shall have the sole and exclusive right to register in its own name the copyrights and any other rights in and to the Results. In addition, or alternatively, Contractor hereby irrevocably appoints First 5 as Contractor's attorney-in-fact to take such actions and make, sign, execute, acknowledge, and deliver all such documents as may from time to time be necessary to convey to First 5, its successors and assigns, all rights granted in this section. This provision is of the essence of this Agreement and shall survive termination of this Agreement.

EXHIBIT A

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 support the school readiness of children, their future success in school and family functioning (2013-2017 Strategic Plan, p. 16). The services of the Contractor have been retained to implement the Summer Pre-Kindergarten program

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 1). The accountability plan may be modified by mutual agreement. Contractor's currently approved budget is attached as Attachment 2.

4. Reporting Requirements

A. Contractor will submit a Report Narrative, Accountability Plan, Expense Report and Invoice for activities through August 31, 2013 via ECCOnline by September 30, 2013. Additional supporting documents to be submitted are outlined in Attachment 1: Accountability Plan under Required Supporting Documentation.

B. Contractor will submit a Report Narrative, Accountability Plan, Expense Report and Invoice for activities through August 31, 2014 via ECCOnline by September 30, 2014. Additional supporting documents to be submitted are outlined in Attachment 1: Accountability Plan under Required Supporting Documentation.

C. Contractor will submit a Final Report Narrative, Accountability Plan, Expense Report and Invoice for activities through June 30, 2015 via ECCOnline by July 31, 2015. Additional supporting documents to be submitted are outlined in Attachment 1: Accountability Plan under Required Supporting Documentation.

All reports should be submitted online and the signed invoice and the required supporting documentation should be mailed to First 5 Alameda County, Attn: Barbara Mumby, 1115 Atlantic Ave, Alameda, CA 94577.

D. ECChange and/or Database Requirements

E. 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.

F. 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.

G. 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

9. 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 B

TERMS AND CONDITIONS OF PAYMENT

1. Contractor Name: San Leandro Unified School District

2. Term of Contract: July 1, 2013 – June 30, 2015

3. Terms and Conditions of Payment

Contractor will adhere to the following payment and reporting schedule. Reimbursements will be made based on actual expenses provided. Reports should be submitted online and additional requested documents should be mailed to First 5 Alameda County, Attn: Barbara Mumby, 1115 Atlantic Ave, Alameda, CA 94501.

Report Narrative, Accountability Plan, Expense Report & Invoice through August 31, 2013, due:	September 30, 2013
Optional: Expense Report and Invoice due:	January 31, 2014
Report Narrative, Accountability Plan, Expense Report & Invoice through August 31, 2014, due:	September 30, 2014
Optional: Expense Report and Invoice due	January 31, 2015
Final Report Narrative, Accountability Plan, Expense Report & Invoice due	July 31, 2015

4. Invoicing Procedures

Invoices should be submitted to Barbara Mumby at First 5 Alameda County, 1115 Atlantic Avenue, Alameda, CA 94501.

Original invoices with original signature on contractor's agency letterhead are required.

No faxed or e-mailed invoices will be accepted.

EXHIBIT C

INSURANCE REQUIREMENTS

As a condition of this contract, Contractor must provide proof of insurance or evidence of self insurance if appropriate for the following:

[X] **Commercial General Liability** (attach insurance cover sheet)
Minimum Limit $1,000,000, Additional Insured Endorsement (see below)

[ ] **Professional Liability** (attach insurance cover sheet)
Medical $1,000,000/3,000,000, Other $1,000,000

[ ] **Automobile insurance** (attach insurance cover sheet)
Levels of liability minimum: $50,000 and $100,000

[X] **Workers' Compensation (WC)** (attach insurance cover sheet)
Required for all contractors with employees
WC: Statutory Limits

All Insurance Certificates showing proof of insurance must include a 30-day notice of Cancellation.

Additional Insured Endorsement shall name First 5 Alameda County, the individual members thereof, and all First 5 officers, agents, employees and volunteers, and Alameda County, its Board of Supervisors, officers, agents and employees as Additional Insureds with respect to services being provided. Additional insured endorsement shall be equivalent to ISO form CG 20 09 10 93.

Please have Additional Insured Endorsements sent to First 5 Alameda County, 1115 Atlantic Avenue, Alameda, CA 94501, attention: ZeeLaura Page.

2013-15 SCHOOL READINESS ACCOUNTABILITY PLAN **ATTACHMENT 1**

RESULT AREA 2: CHILDREN ARE PREPARED FOR SCHOOL THROUGH QUALITY EARLY LEARNING EXPERIENCES

F5AC OUTCOME: INCREASED ACCESS TO QUALITY PRESCHOOLS AND EARLY LEARNING ACTIVITIES

PROGRAM OUTCOME: INCREASED SCHOOL READINESS AND IMPROVED CHILDREN'S TRANSITION INTO KINDERGARTEN

Strategies	Performance Target
1. Provide Summer Preschool (SPK) for children with no previous preschool or licensed childcare experience at low performing (API 1-3) Title 1 schools.	3 SPK classrooms implemented in year one 4 SPK classrooms implemented in year two 16-18 children per classroom 5 weeks, 3.5 hours per day, 4 days per week
2. Assess the quality of SPK classrooms using the Assessment of Practices in Early Elementary Classrooms (APEEC).	3 SPK classrooms assessed in year one 4 SPK classrooms assessed in year two 1 Saturday Workshop classroom assessed
3. Provide parent education during the SPK term at each school site and assess impact on parents. **School Readiness, Health, and Literacy are required topics.** Sessions should also: ▪ Support the transition to Kindergarten. ▪ Enhance parents' awareness of the social and emotional development of children. ▪ Provide linkages to district-specific and community supports and resources while raising awareness of the importance of early identification of developmental delays. The following required topics will be included:	5 hours at Jefferson Elementary

▪ School Readiness & Language/ Literacy ▪ Your child's health, fitness, and safety Possible additional topics will be: ▪ Creating a rich learning environment at home ▪ Is your child a fern or a cactus? How your child's temperament affects learning ▪ Nutrition & Healthy Snacks ▪ Dental Health ▪ Safe Moves City, presented by the Safe Routes to School Program	
4. Participate in countywide Kindergarten Readiness baseline study.	16 classrooms
6.Disseminate information to SPK families about resources on child development and social and emotional issues, school readiness, and transition to Kindergarten through classroom newsletters and workshops.	All SPK families

Reporting Measure (data source)

- # of SPK classrooms implemented
- # of children attending SPK by school (ECChange)
- Examples of impact on children attending SPK
- Documentation of any changes made as a result of the APEEC observation
- # of parent education workshops offered
- Description of parent education workshops
- # of parents attending workshops, by topic
- # unduplicated count of parents attending all parent education workshops

- Examples of impact of parent education workshops
- # of schools/teachers that will participate in the Kindergarten Readiness study
- Describe dissemination strategies and materials
- Proportion of children attending SPK who have good attendance records in K, 1 & 2 (ECChange, School Data)
- Proportion of children attending SPK who successfully move on to first and second grade (ECChange, School Data)
- Proportion of SPK families who report reading, storytelling or singing three or more times per week to their children (ECChange)
- Proportion of children attending SPK who are "Ready" to enter kindergarten (F5AC-Applied Survey Research Study)

Required Supporting Documentation

- Enrollment Forms
- Attendance Rosters for Parent Education Workshops
- APEEC Classroom Observation Results/Reflections
- Parent Education Flyers and Topics

RESULT AREA 3: CHILDREN REACH THEIR OPTIMAL DEVELOPMENTAL OUTCOMES

F5AC OUTCOME: INCREASED EARLY IDENTIFICATION AND LINKAGES TO SUPPORTS FOR DEVELOPMENTAL AND SOCIAL AND EMOTIONAL, BEHAVIORAL HEALTH

PROGRAM OUTCOME: INCREASED EARLY IDENTIFICATION, LINKAGES TO AND ENTRY INTO SUPPORTS FOR DEVELOPMENTAL AND SOCIAL-EMOTIONAL AND BEHAVIORAL WELL-BEING

Strategies	Performance Target
1.Train SPK teaching staff to enhance their ability to make proper referrals to the HMG Linkage Line and to the local school district's special services process to support the early identification of	2 half-day trainings 8 teachers attending training

developmental delays. Trainings should provide teaching staff with: a. Methods or tools to determine developmental and social-emotional concerns b. Understanding of referral pathways c. Understanding of how to support children with previously identified concerns	

Reporting Measure (data source)

- # of SPK children referred to the HMG Linkage Line or the RCEB/School District (Pathways, other data source)
- Description of school district referral process
- # of teachers attending training(s)
- Topics of trainings
- Measurable impact of trainings
- Documentation of teachers' ability to identify developmental, social-emotional, and behavioral concerns and make appropriate referrals

Required Supporting Documentation

- Teacher trainings: agendas, sign-in sheets, flyers

RESULT AREA 4: COMPREHENSIVE, COORDINATED EARLY CHILDHOOD SYSTEM IS IN PLACE IN ALAMEDA COUNTY

F5AC OUTCOME: ENHANCED COORDINATON AND LINKAGES AMONG PROVIDERS OF EARLY CHILDHOOD SYSTEM OF CARE

PROGRAM OUTCOME: SCHOOLS ARE READY FOR CHILDREN AND THERE IS A GREATER SHARING OF RESOURCES AMONG AND BETWEEN

ECE PROVIDERS AND KINDERGARTEN TEACHERS

Strategies	Performance Target
1.Implement an Assessment and Readiness Checklist for each SPK child to provide to their Kindergarten teacher in an effort to ease the transition from preschool to kindergarten.	10% of incoming kindergarteners
2. Develop opportunities to engage ECE and Kindergarten teaching staff and administration in the discussion of best practices to improve the kindergarten transition process. Topics will be co-generated by teaching staff and program coordinator.	4 K-ECE forums 2 hours long 9 participants
3. Identify a team of administrators to participate in a 2 session sustainability training provided by the Center for Civic Partnerships in year one of the contract term. • Andrew Gordon, Coordinator of Categorical Programs • Robin Michel, Communications Outreach Specialist & SPK Program Coordinator	3 administrators
4. Create a sustainability plan as a result of training provided by the Center for Civic Partnerships in year two of the contract term.	1 sustainability plan
5.Engage families and promote awareness and knowledge of social and emotional issues and resources through Saturday Parent Education Workshops, children's enrichment activities and a lending resource library.	4 Saturday Parent Education Workshops and enrichment activities for children. 1 – 1.5 hours long

Reporting Measure (data source)

- # of schools that combine trainings for ECE providers & Kindergarten teachers
- # and type of K-ECE activities
- # of participants in K-ECE activities
- # of schools with formal transition plans

- # of schools with formal linkages to ECE & community resources
- Provide examples of strengthened or new community collaborations
- Provide examples of new or enhanced infrastructures that promote school readiness and a smooth transition to kindergarten

Required Reporting Documentation

- Samples of portfolios or passports or other form of transition activity
- Agendas of K-ECE Forums
- Agendas, Attendance, and names of staff attending sustainability training (Year 1)
- Sustainability Plan (Year 2)

ATTACHMENT 2

FIRST 5 APPROVED BUDGET

PERSONNEL EXPENSES (list positions separately, FTE % on project and salary)	**7/1/2013 - 6/30/2014 Proposed Budget**	**7/1/2014 – 6/30/2015 Proposed Budget**
SPK Kindergarten Teachers: 3 teachers, 20 hours per week, for 5 weeks, at $27.50 per hour (increase to 4 in 2nd year)	$8,250	$11,000
Provide developmentally appropriate instruction to children attending the 5 week summer preschool program.		
SPK Preschool Teachers: 3 teachers, 20 hours per week, for 5 weeks, at $27.50 per hour (increase to 4 in 2nd year)	$8,250	$11,000
Provide developmentally appropriate instruction to children attending the 5 week summer preschool program.		
Bilingual Para-Educator/Interpreter: 1 Interpreter, 3 hours per day, 24 days, at $13.54 per hour	$975	$975
Provide interpretation support to parents in Spanish, during Saturday workshops, and SPK class.		
Child Care Provider: 1 provider, 18 hours, $25 per hour	$450	$450
Provide developmentally appropriate activities to and supervision of children whose parents attend parent education and saturday workshops		
SPK Program Coordinator: 10 hours per week, 14 weeks, at $50 per hour	$7000	$7000
Provide oversight to the SPK program and Saturday workshops.		
Personnel Benefits: at 12% of salaries	$3676	$3676
PERSONNEL SUBTOTAL:	**$28,601.00**	**$34,101.00**
GENERAL EXPENSES	**7/1/2013 - 6/30/2014 Proposed Budget**	**7/1/2014 – 6/30/2015 Proposed Budget**
Training	$1500	$1500
Honorarium: 4 at $75 each Teacher training: 4 at $400 each (materials, refreshments,		

and presenter fees)		
Program Materials	$5775	$6975
SPK Classroom program materials: 3 classrooms, $1200 per classroom ($3,600) (Increase to 4 in 2nd year) Saturday Workshop materials: materials budget for workshop facilitator at $100 per workshop (4=$400) Lending Library materials, such as books and DVDs: : Parenting and literacy and math skills building materials for parents to check out and use at home ($1,775)		
Printing	$500	$500
General cost for printing workshop handouts, promotion ceremony certificates, and other miscellaneous programmatic needs.		
Office Supplies	$300	$300
General cost for office supplies to support workshops and SPK program.		
Staff Travel		
Consulting Services: TBD	$5,000	$5,000
Hire a consultant to plan and implement an ECE Kindergarten Transition Forum and offer professional development on Professional Learning Communities and classroom management.		
Evaluation	$75	$75
Support for efforts to track and analyze SPK student's academic achievement.		
GENERAL EXPENSES SUBTOTAL	**$13,150**	**$14,850**
SUBCONTRACTORS (list separately)		
Parent Educator: 4 hours per workshop, 4 workshops, at $37.50 per hour	$600	$600
Subcontract with Dale Gregory to provide 4 workshops on Saturdays for SPK parents; if space is available, open to parents with pre-k children		
SUBCONTRACTORS SUBTOTAL	**$600**	**$600**
OTHER (Additional items that cost more than $5,000)	**7/1/2013 - 6/30/2014 Proposed Budget**	**7/1/2014 – 6/30/2015 Proposed Budget**

OTHER SUBTOTAL	**$**	**$**
TOTALS	**7/1/2013 - 6/30/2014 Proposed Budget**	**7/1/2014 – 6/30/2015 Proposed Budget**
SUBTOTAL OF DIRECT EXPENSES (Add subtotals for Personnel, General, Subcontractors and Other)	**$**42,351	**$**49,551
ADMIN/INDIRECT: 13%	$5,505	$7,432
TOTAL PROPOSED PROJECT EXPENSE	**$47,856**	**$ 56,983**