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CONTRACT FOR SERVICES

CONTRACT NUMBER:	**CS-CRF-2021-431**
CONTRACT TERM:	**AUGUST 1, 2020 – JUNE 30, 2021**
CONTRACT AMOUNT:	**$176,377.00**
CONTRACTOR:	**SAN LEANDRO UNIFIED SCHOOL DISTRICT**
CONTACT PERSON:	**JOANNE CLARK**
CONTACT TITLE:	**SENIOR DIRECTOR, EDUCATIONAL SERVICES DIVISION**
TELEPHONE:	**510-667-3552**
EMAIL:	**JOANNECLARK@SLUSD.US**
CONTRACTOR ADDRESS:	**835 EAST 14TH STREET, SUITE #200, SAN LEANDRO, CA 94579**

THIS CONTRACT, is hereby made and entered into on this 1st day of August, 2020 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 Requirements), Exhibit B (Terms and Conditions of Payment and Accountability Requirements) and Exhibit C (Insurance Requirements).

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

DocuSigned by:
Kristin Spanos
ED639B4561544E4...

Kristin Spanos, CEO
First 5 Alameda County

8/21/2020
Date

DocuSigned by:
29AC9A70A0CA4C3...

Dr. Mike McLaughlin, Superintendent
San Leandro Unified School District

8/21/2020
Date

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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 outside the scope of First 5's ordinary business in furtherance of its Strategic Plan; and

WHEREAS, Contractor is independently engaged in the business of providing services similar to those described in this Agreement and is willing and able to perform duties and render services and deliverables, without supervision, 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 August, 2020 and shall continue, provided funding is available and 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 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 AND ACCOUNTABILITY REQUIREMENTS-- EXHIBIT B

The total amount to be paid to Contractor under this Agreement shall not exceed the sum of $176,377.00 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

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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 and shall be repaid to 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 Workers' 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 Workers' Compensation claims arising out of this Agreement.

V. 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.

VI. 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.

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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.

VII. AUDITS

Contractor's records, as defined in Section VI 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.

Funds provided by First 5 shall be accounted for separately in the Contractor's books and records. A systematic accounting record shall be kept by the Contractor of the receipt and disbursement of funds. The Contractor shall retain original substantiating documents related to contract expenditures and make these records available for First 5's review upon request. Contractor will be responsible for maintaining adequate financial records of this contract. First 5 may request general ledger documentation in support of the Contractor's expense report.

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.

VIII. 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.

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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.

IX. 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.

X. 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.

XI. 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 and subcontractors as they relate to the services to be provided during the course and scope of their employment or service. Contractor will not represent itself (or any of its employees) as an employee or agent of First 5. First 5 will not treat Contractor as an employee of First 5 for purposes of federal or state income tax withholding, FICA withholding, or any other taxation purpose of law, including the Internal Revenue Code of 1986, as amended.

No partnership, employment, or agency has been or is intended to be formed by this Agreement. Accordingly, Contractor understands that First 5 is not required to provide Contractor with worker's compensation, and Contractor acknowledges and understands that Contractor is solely responsible for payment of federal and state income tax, social security, and unemployment and disability taxes, if any.

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XII. CONFIDENTIALITY

Pursuant to Health and Safety Code 130140.1(e), any individually identifiable information collected by First 5 California Commissions must be protected from disclosure to unauthorized entities unless written 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.

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.

XIII. 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.

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XIV. 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 1970 and all amendments thereto, and all applicable federal, state, municipal and local health and safety regulations, including but not limited to directives pertaining to the COVID-19 pandemic. 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 may serve as a basis for termination of this Agreement under Article XIII ("Termination for Cause") and the initiation of appropriate legal proceedings by First 5.

XV. COMPLIANCE WITH LAWS (CONTRACTS WITH A VALUE OF $100,000 OR MORE)*

By signing this Agreement, Contractor certifies, under penalty of perjury, that at the time of entering into this Agreement all of the following are true:

(a) That Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).

(b) That Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

(c) (1) That any policy that Contractor has against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

(2) Any policy adopted by Contractor or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code.

*Not applicable to contracts with a value of less than $100,000

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

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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 applicable state and federal laws and regulations that govern discrimination, including, but not limited to, 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, national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors protected by applicable law, be excluded from participation in, be denied associated benefits, or be otherwise subjected to discrimination under activities covered in 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 18700(c)(4) of Title 2 of the California Code of Regulations, and Contractor's work shall be subject to intervening substantive review by staff of First 5.

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 within Alameda County, the Contractor, within five days thereafter, shall notify First 5. Violation of this provision shall constitute a material breach of this Agreement subject to termination by First 5 under Article XIII ("Termination for Cause") 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

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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"). The Contractor shall, however, retain any rights to materials used in the performance of this Agreement to the extent the Contractor possessed, owned, or developed such materials prior to entering into this Agreement.

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.

XXII. PUBLIC EMPLOYEES' PENSION REFORM ACT

First 5 as a Participating Employer in ACERA (the Alameda County Employees' Retirement Association) is restricted by law in retaining the services of a Contractor who has retired previously under ACERA (unless the Contractor reinstates in the ACERA system). If Contractor has not previously retired under ACERA, the law does not affect his/her ability to provide services to First 5 Alameda County. If Contractor has previously retired under ACERA, the law permits the ACERA retiree to provide services to First 5 Alameda County without reinstatement from retirement under limited circumstances. Applicable Contractors will be required to complete and submit a self-certification form of ACERA retirement status prior to execution of contract.

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EXHIBIT A

PROGRAM DESCRIPTION AND 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 birth to 5 years of age and families in Alameda County. A key component of the First 5 Strategic Plan is the COVID-19 Community Resilience Fund Strategy, which provides resources in partnership with public agencies, philanthropy, community leaders and families in support of a county wide response to COVID-19 (2017-2022 Strategic Plan, page 21). The services of the Contractor have been retained to provide services and supplies in support of kindergarten transition programming that will be available for communities who find themselves particularly vulnerable due to COVID-19.

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's approved performance requirements are included as Attachment 2.0: Results Based Accountability Plan.

4. Reporting Requirements

Contractor will submit program progress reports, expense reports and a final report as outlined on the payment schedule in Exhibit B: Terms and Conditions of Payment and Accountability Requirements. Depending on the type of service provided, Contractor may be required to collect and report on specific measures as identified in the First 5 2017-2022 Strategic Plan.

5. Fiscal Requirements

Contractor's approved budget is included as Attachment 1: Budget.

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.

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6. ECChange, HIGH5, ECC Online, or Pathways Database Requirements

Contractor will report in HIGH5.

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.

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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 addition, the 2016 passage of Proposition 56 increased the cigarette tax by $2.00 per pack, with equivalent increases on tobacco products and electronic cigarettes containing nicotine. In September 2000, the Commission adopted a Comprehensive Tobacco Control Policy to reinforce the message that tobacco products and involvement with the tobacco industry in any manner constitutes a serious health hazard for young children, their families, and the community. 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

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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.

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EXHIBIT B

TERMS AND CONDITIONS OF PAYMENT AND ACCOUNTABILITY REQUIREMENTS

1. Contractor Name: San Leandro Unified School District

2. Term of Contract: August 1, 2020 – June 30, 2021

3. Terms and Conditions of Payment

Contractor will adhere to the following payment schedule:

Requirement Due		Due Date	Amount
1.	1st Invoice – Initial Payment	August 2020	$141,101.00
2.	For the period (August 1, 2020 – June 30, 2021) • 2nd Invoice - Final Payment • Final Expense Report • Final RBA Report • Final Narrative Report	July 16, 2021	Not to exceed $35,276.00

Contractor will submit invoices based on actual expenses. Invoices should be accompanied by an expense report. Additional supporting documentation for expenses may be requested per First 5's policies and other applicable requirements (federal laws, state regulations, and/or OMB Uniform Guidance standards).

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 $176,377.00.

4. Invoicing Procedures

Invoices should be submitted to Karyn Barnes 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.

First 5 will remit payment to:

San Leandro Unified School District
835 East 14th Street, Suite #200
San Leandro, CA 94579

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INSURANCE REQUIREMENTS

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

☒ **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

☒ **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. First 5 reserves the right to withhold Contractor payment until required insurance documentation is received.

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: Contracts.

First 5 reserves the right to withhold Contractor payment until required insurance documentation is received.

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ATTACHMENT 1

BUDGET

Contractor Name: **San Leandro Unified School District**
Contract # **CS-CRF-2021-431**
Contract Term: **August 1, 2020 - June 30, 2021**

BUDGET LINE ITEMS	Total Approved Budget	Justification of Expense
PERSONNEL EXPENSES ** for positions greater than 5% FTE*		
List position, FTE % on project, rate		*Brief description of job responsibilities*
TK/K Transition Program Coordinators (1.0 FTE): $44,000.00; 2 staff	$ 88,000.00	Provide literacy intervention and enrichment programs during and after the school day. **(1 staff/4 schools; 8 schools)**
Parent Program Coordinator (0.5 FTE): $44,000.00	$ 22,000.00	Disseminate information to incoming TK/K families on understanding of Covid-19 prevention. Support attendance outreach for TK-K families and students. Provide case management to African American, Latinx, Asian American and immigrant students/families experiencing poverty. Connect families to community based programs and services such as CalFresh, CalWORKs, Medi-Cal.
Teacher ($42.50/hr)	$ 2,550.00	Extra hours for Kinder Assessments & Family Outreach Meetings **(60 hours)**
Total Salaries	**$ 112,550.00**	
Personnel Benefits (Teacher: 23.55%; PC staff: 34.15%)	$ 38,165.00	
PERSONNEL EXPENSES SUBTOTAL	**$ 150,715.00**	
GENERAL EXPENSES		
Training	$ 2,000.00	Early Childhood Conferences and Professional Development Fees
Instructional Materials	$ 15,000.00	Materials and supplies for newly enrolled TK/K students. Educational literacy curriculum to promote literacy. Social emotional curriculum and health and wellness (Sonday Literacy System/Toolbox SEL) For TK/K students.
Printing	$ 2,000.00	TK-K Prevention/Intervention brochures and parent outreach in home language (includes translation fees)
Classroom Supplies	$ 2,000.00	Kinder materals and take home supplies for families identified for distance learning
Staff Travel	$ 162.00	Mileage (travel to/from different elementary school sites)
Consulting Services *List hourly unit cost, # of hours, term*		
Evaluation		

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BUDGET LINE ITEMS	Total Approved Budget	Justification of Expense
Miscellaneous		
GENERAL EXPENSES SUBTOTAL	**$ 21,162.00**	
EQUIPMENT *Itemize equipment costs more than $2,000*		
EQUIPMENT SUBTOTAL	**$ -**	
SUBCONTRACTORS *Requires First 5 prior approval; List separately, if more than one subcontractor, and submit subcontractor's project budget*		
SUBCONTRACTORS SUBTOTAL	**$ -**	
OTHER EXPENSES Additional line Items exceeding $5,000		
OTHER EXPENSES SUBTOTAL	**$ -**	
SUBTOTAL OF DIRECT EXPENSES Sum of totals for Personnel, General, Equipment, Subcontractors and Other	**$ 171,877.00**	
ADMINISTRATIVE/INDIRECT COSTS Maximum 15% of Direct Costs	$ 4,500.00	Administrative oversite and management of grant program and deliverables
TOTAL BUDGET	**$ 176,377.00**	

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ATTACHMENT 2.0
RESULTS BASED ACCOUNTABILITY (RBA) PLAN
Contractor: San Leandro Unified School District
Contract Term: August 1, 2020 – June 30, 2021
First 5 Strategy: COVID-19 Community Resilience Fund
Program: School District

Program Specific Result 1 Services and supplies in support of kindergarten transition programming will be available for communities who find themselves particularly vulnerable due to COVID-19			
Funded Activity 1.A Provide staff to support and coordinate successful kindergarten transitions and/or to provide childcare or early childhood education. These include: program coordinators (transition and attendance) and teachers.	***Performance Measure 1.A.1*** # of unduplicated staff supporting kindergarten transitions with First 5 funding	***Data Tool*** School district records	***Periodicity of Reporting*** July 16, 2021
	Performance Measure 1.A.2 # of unduplicated staff who received training and/or through consultation through First 5 funding	***Data Tool*** School district records	***Periodicity of Reporting*** July 16, 2021
Funded Activity 1.B Distribute supplies and materials for families with children aged 0-5 to address basic needs	***Performance Measure 1.B.1*** List the types of basic needs supplies and/or materials distributed	***Data Tool*** School district records (if purchased gift cards, gift card form)	***Periodicity of Reporting*** July 16, 2021

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Program Specific Result 1 Services and supplies in support of kindergarten transition programming will be available for communities who find themselves particularly vulnerable due to COVID-19			
Funded Activity 1.C Distribute supplies and materials for families with children aged 0-5 for educational support	***Performance Measure 1.C.1*** List the types of educational supplies and/or materials distributed	***Data Tool*** School district records (if purchased gift cards, gift card form)	***Periodicity of Reporting*** July 16, 2021
Funded Activity 1.D Offer activities to support kindergarten transitions, such as virtual or in-person parent-teacher meetings, back to school nights, and/or promote early childhood education. Planned activities include onboarding of TK/K families, additional enrichment opportunities during the school day and in virtual settings, and in-person and virtual parent meetings throughout the year.	***Performance Measure 1.D.1*** # of kindergarten transition activities held	***Data Tool*** School district records	***Periodicity of Reporting*** July 16, 2021
	Performance Measure 1.D.2 List the types of kindergarten transition activities held	***Data Tool*** School district records	***Periodicity of Reporting*** July 16, 2021
Funded Activity 1.E Offer community building and enrichment activities that promote parent/caregiver, student, educator connection. Planned activities include additional enrichment and after school activities, provided in partnership with CBOs and having a STEAM focus, to promote family/student and educator connections.	***Performance Measure 1.E.1*** # of community building and enrichment activities held	***Data Tool*** School district records	***Periodicity of Reporting*** July 16, 2021
	Performance Measure 1.E.2 List the types of community building and enrichment activities held	***Data Tool*** School district records	***Periodicity of Reporting*** July 16, 2021
Funded Activity 1.F Provide First 5 with student level data with the following elements: ○ CALPAD student ID, if assigned ○ School/service location ○ Child's date of birth ○ Child's grade level ○ Child's race	***Performance Measure 1.F.1*** School provided First 5 with data and has data sharing MOU on file. (y/n)	***Data Tool*** School district records	***Periodicity of Reporting*** July 16, 2021

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Program Specific Result 1 Services and supplies in support of kindergarten transition programming will be available for communities who find themselves particularly vulnerable due to COVID-19			
Funded Activity 1.F (continued) ○ Child's primary language ○ Enrollment in free/reduced lunch status ○ First 5 funded activity(ies) child participated in ○ First 5 funded activity(ies) child/child's caregiver participated in Include all children under age 6 whose families received First 5 funded support or services, for example: • Children whose families received support from transition program coordinator for virtual and small group education • Children whose families received attendance outreach and case management support from attendance program coordinator • Children who received a Kinder assessment • Children enrolled in the classrooms of teachers who received professional development or utilized new curricula • Children whose families received take-home basic needs or educational materials • Children whose families participated in parent-teacher meetings or community building and enrichment activities			

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Narrative Report to include:

- Short description of major accomplishments
- How your work complied with First 5's equity principle
- Please share if and how your activities leveraged existing First 5 investments

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