



CONTRACT FOR SERVICES

CONTRACT NUMBER:
CONTRACT TERM: JULY 1, 2009-JUNE 30, 2010
CONTRACT AMOUNT: \$195,000.00
CONTRACTOR: OHLONE COLLEGE
CONTACT PERSON: MIKELYN STACEY
CONTACT TITLE: DEAN, SOCIAL SCIENCES
TELEPHONE: (510) 659-6276
CONTRACTOR ADDRESS: 43600 MISSION BLVD., FREMONT, CA 94539

THIS CONTRACT, is hereby made and entered into on this 1st day of July, 2009 by and between First 5 Alameda County ("First 5"), an independent public agency of the State of California, and Ohlone College ("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, M.D.
Chair, First 5 Alameda County

Authorized Signature
Contractor

Date

Date

Tax Identification # _____

Agreement

Recitals:

WHEREAS, First 5, formerly known as the Alameda County Children and Families Commission, 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 year to year, as specified more particularly in Exhibit B, 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 \$195,000.00 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 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. 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

Contractor agrees to maintain the confidentiality of any information which may be obtained as a result of work performed pursuant to this Agreement. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A to this Agreement. 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.

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.

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 Legislature or the voters of California reduce the funds available to First 5, First 5 may determine, in its sole discretion, that it is necessary to reduce or eliminate the funding to Contractor under this Agreement due to the availability of funds or First 5's assessment of its funding priorities. If First 5 elects to reduce or eliminate funding pursuant to 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 Alameda County 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. The Strategic Plan is called Every Child Counts (ECC). A key component of the First 5 Strategic Plan is to “Support professionals to provide high quality services to child 0-5 and their families” (2009-13 Strategic Plan, page 7). The services of the Contractor have been retained to address the following Strategic Plan components to improve services for students at Ohlone College and address barriers faced by the early care and education workforce:

Outcome 3A: “Increased knowledge, skills, and capacity of providers who serve children 0-5 and their families (2009-2013, Strategic Plan, page 6)

Outcome 3B: “Increased ability to recruit and retain early care and education providers” (2009-2013, Strategic Plan, page 6)

Systems Enhancement

To strengthen community college efforts to recruit and educate ECE and other human service practitioners, the Commission has designed a two strategy approach towards this intent: The Provider Capacity Building System and an Integrated Child Care Quality Support System (2009-2013, Strategic Plan, page 8). Through these systems, a Systems Professional Development Coordinator (Systems PDC) will be hired by Ohlone College to work with its faculty and student support programs, as well as to collaborate with the broader ECE and family support communities, to identify and promote resources, design a plan to improve service delivery systems in Alameda County, and work towards implementation of the plan.

Child Development Corps AA Degree Program

To address barriers currently facing early childhood students, and to meet the increasing need for an educated workforce, First 5 created the Child Development Corps AA Degree Program. This program is designed to support students interested in earning their Associates of Arts degree in Early Care and Education, as well as those working towards College ECE certificates. This program offers a variety of support to students including monetary stipends, college bookstore gift certificates, and one-on-one assistance. To support this effort Ohlone College will hire an AA Degree Professional Development Coordinator (AAPDC) to support students and program staff. In addition, Ohlone College will use First 5 funding to address current barriers ECE students face in accessing the college’s support systems including: Math and English assessments, the counseling department and general education class offerings.

2. Prohibition on Supplantation

By law, First 5 Alameda County 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

3A. Contract Functions and Activities for the AA Degree Professional Development Coordinator (AA PDC)

Contractor will employ a full time AA PDC to work towards the following First 5 outcomes and activities:

Outcomes:

- ***Increased number of AA Degree Corps members who complete the AA Degree or become transfer ready***
- ***Increased number of students who apply coursework to practice***
- ***Increased education levels of non Corps AA ECE students or practitioners***
- ***Improve systems that serve ECE practitioners educational needs***

College Systems Support

AA PDC will monitor and track emerging needs of students and potential students working towards their AA degree in early childhood from a broad based perspective, including language and cultural needs, cross-discipline education, collaborative training programs, and recent research in best practices for ECE and related fields and:

1. Identify continuing needs for resources necessary to assist students in achieving an AA degree in early childhood development. Make appropriate recommendations to relevant parties (i.e. Systems PDC, First 5 staff, Ohlone College faculty) on strategies to address the needs and barriers.
2. Participate in discussions with Systems PDC to identify and research potential linkages with campus programs and supports (i.e., Puente, EOPS, basic skills workshops, etc).
3. In coordination with Systems PDC, meet and confer with representatives of the college counseling department at least twice per semester to coordinate services to early childhood students.
4. In coordination with Systems PDC, meet with representatives from college assessment and transfer centers as needed to coordinate services to early childhood students.
5. Hold office hours for appointments and return phone calls with consideration for days and times that meet students' needs; including evening and weekend hours as appropriate.

Engage in Professional Development Activities

6. Attend appropriate conferences to stay informed on critical issues within the field to better inform the systems work within the college. **Report verbally to First 5 Program Manager on how newly gained information at conference are impacting strategies in achieving program outcomes.**

7. Attend all faculty support events (formerly Teachers Training Teachers) planned by the Systems PDCs.

Integrate student supports into the college system

8. Collaborate with all appropriate local and state organizations (e.g. include: Resource & Referral Agencies, CAEYC, California Commission on Teacher Credentialing, Child Development Training Consortium, California Early Childhood Mentor Program, First 5, and the Local Child Care Planning Council).

Provide Support to Regional Conferences

9. Participate in at least one regional or college conference each year. This is to include, but may not be limited to, attending the conference and assisting with day-of preparation and implementation.

Outreach

10. Coordinate and conduct Corps AA Degree Program outreach on college campus and in the local community, to support enrollment and participation in the Corps AA Degree program. The local community includes college classes, high school campuses, Regional Occupational Programs, Resource and Referral agencies, provider worksites, community events, professional associations, provider support groups, and newsletters to support enrollment and participation in the Corps AA Degree Program.
11. Provide Corps AA Degree Program outreach sessions in a language other than English as appropriate for the local community.
12. Participate in planning meetings with Systems PDC to develop strategies and a marketing tool to be utilized by the directors participating in the California State University East Bay BA cohort and in the AA Degree Corps to encourage their staff to pursue an AA degree in ECE.
13. Meet with the local Career Advocate on a quarterly basis to provide an update on the Corps AA Degree Program and to coordinate outreach strategies (e.g. High School and ROP presentations).

Support Child Development Permit Holders and Applicants

14. Provide outreach and assistance to the ECE community on the Child Development Permit.
 - a. Conduct Child Development Permit workshops in the community as needed, including at child care centers and family child care associations. This may include evening and weekend workshops.
 - b. Provide one-on-one assistance to individuals applying for a Child Development Permit.
 - c. In coordination with Systems PDC, accept and review Child Development Permit applications in accordance with Verification of Completion (VOC) Permit Project.

Provide Individual Student Assistance

15. Provide one-on-one assistance to potential or current Corps members to assist them in enrolling in the college and joining the Corps AA Degree Program. This is to include, but is not limited to:
 - a. Providing an overview of how to complete the Math and English or ESL assessments
 - b. Providing information and support for setting up a meeting with a college counselor
 - c. Completing individual ECE Professional Development Plans
 - d. Completing the Corps AA Degree Program application and providing general technical assistance
16. Process and approve Corps AA Degree Program applications, including:
 - a. Meeting with and advising students
 - b. Reviewing applications and entering student information into the Corps database
 - c. Determining stipend eligibility
 - d. Reviewing continuing eligibility requirements with participants
 - e. Submitting completed application packets to First 5
17. Incorporate a system to ensure yearly contact with AA Degree Corps enrolled and non-AA Degree Corps enrolled students each year to review professional development plans and provide ongoing professional development support.

Meeting & Reporting Requirements

18. Attend all contractor meetings as required by First 5 including:
 - a. Quarterly All-Contractor meetings
 - b. Regular meetings with PDCs on campus and other PDCs to coordinate campus and community efforts
 - c. Meetings with Resource & Referral staff as needed to ensure collaboration with regional and county-wide efforts
 - d. Meetings coordinated by First 5 staff to ensure appropriate coordination of First 5 programs and services
 - e. Local Cares Meetings
19. Submit all reports listed in Exhibit A as required by First 5.
20. Complete First 5 bi-annual report sections on the AA PDC scope of work. AA PDC will provide the report to the Systems PDC who will be responsible for consolidating online reports, expense reports and invoices and submitting them to First 5.

3B. Contract Activities of the Systems Professional Development Coordinator (Systems PDC)

Contractor will employ a full time Systems PDC to work towards the following First 5 outcomes and activities:

- ***Increased number of Corps AA Degree Students who complete AA Degree***
- ***Increased number of ECE students who apply coursework to practice***
- ***Increased education levels of non Corps ECE practitioners***
- ***Improved Systems that serve ECE practitioners educational needs***

Systems PDC will develop an action plan to address barriers and access resources to promote student success by August 31, 2009. The plan will be utilized to guide the work of the PDC throughout the contract year and may be adjusted as appropriate.

1. Identify, the most significant barriers facing students and potential resources and/or opportunities to address these barriers. Strategies to obtain this information may include, but not be limited to: meetings with college faculty, administrators, staff, community members, and students and a student survey developed in coordination with First 5 staff.
2. Determine the most appropriate strategies to address these barriers. Strategies might include, but not be limited to: developing contextual classes, enhancing resource development for students (i.e. textbook lending library, ensuring students have access to the relevant research journals, etc.) and more accessible practicum options.
3. Assess the feasibility of the identified strategies and determine how you will begin to implement them. Implementation should include the identification of potential resources (i.e. alternative funding sources, external partnerships, etc.) and a timeline.

Provide Professional Development Support to College Faculty (formerly Teachers Training Teachers)

4. Determine what type of support college instructors may need to assist them in linking coursework to ECE practice. This information may be gathered through faculty focus/discussion groups and/or surveys.
5. Develop a plan to offer professional development support to instructors to support their identified needs by January 31, 2009.
6. Implement a pilot professional development program for instructors by April 30, 2010. Provide an outline of the activity to F5AC by March 1, 2010.
7. Evaluate the success of the pilot program with the support of the First 5 Evaluation and Technology Division. Systems PDC will contact F5 Evaluation and Technology division in coordinate the evaluation by March 1, 2010.

Engage in Professional Development Activities

8. Attend appropriate conferences to keep informed on critical issues within the field to better inform the systems work within the college. **Report verbally to First 5 Program Manager on how newly gained information at conferences are impacting strategies in achieving program outcomes.**

Support Child Development Permit Holders and Applicants

9. Working in conjunction with other Community Colleges and the California Commission on Teacher Credentialing, participate in Verification of Completion Project to streamline the application process for the Child Development Permit by integrating components into the community college system.
 - a. Provide one-on-one assistance to individuals applying for a Child Development Permit.
 - b. In coordination with AA Degree, accept, review and process Child Development Permit applications in accordance with VOC permit project
 - c. Track submitted permit applications and document returned applications.

Integrate student supports into college system

10. Collaborate with all appropriate local and state organizations as necessary to meet the program outcomes, (examples may include: EPEC, Resource and Referral Agencies, CAEYC, California Commission on Teacher Credentialing, Child Development Training Consortium, California Early Childhood Mentor Program, First 5, and the Local Child Care Planning Council). Incorporate these collaborations into the **PDC action plan. Report at monthly meetings with First 5 Program Manager on how collaborations are impacting progress towards strategies in achieving program outcomes.**
11. In coordination with AA PDC, meet and confer with representatives of the college counseling department twice per semester to coordinate service to early childhood students. In collaboration with counseling, explore ideas and supports leading to student success.
12. In coordination with the AA PDCs, meet with representatives from assessment and transfer centers as needed to coordinate services for early childhood students. Discuss opportunities for group assessments and appointments. Incorporate activities into PDC action plan.
13. Continue to develop models and support systems to assist student's foundational skills related to college coursework including basic skills, technology, math, English and the needs of English Language Learners. Incorporate activities into PDC action plan.
14. Explore additional funding sources such as potential Federal and State funding, and external partnerships with agencies such as Head Start to better ensure sustainability and integration of the student supports developed through the Corps AA degree program. Incorporate activities into PDC work plan.

Improve Articulation among Community Colleges and 4 year Institutions

15. Participate in regional and statewide efforts on articulation and regional reciprocity and articulation efforts including but not limited to the EPEC, and California Community Colleges Early Childhood Education Alignment Project and the Child Care Law Center workgroups. Coordinate activities with appropriate college representatives as needed.

Outreach

16. Participate in planning meeting(s) with PDCs to develop a marketing strategy and tool to be utilized by the directors participating in the California State University East Bay BA cohort and in the AA Degree Corps to encourage their staff to pursue an AA degree in ECE.
17. In coordination with other PDCs, explore incentive ideas for Directors who are successful at encouraging their staff to participate in the AA Degree Corps program.
18. Support AA PDC as needed to conduct outreach on college campus and in the local Community, including college classes, provider worksites, community events, professional associations, provider support groups, and newsletters to support First 5 programs including services offered at the local resource and referral agency.
19. Participate in the planning and implementation of at least one regional college Conference.

Meeting & Reporting Requirements

21. Attend all contractor meetings as required by First 5 including:
 - a. Quarterly All-Contractor meetings
 - b. Regular meetings with AA PDC on campus and other PDCs to coordinate campus and community efforts
 - c. Meetings with Resource & Referral staff as needed to ensure collaboration with regional and county-wide efforts
 - d. Meetings coordinated by First 5 staff to ensure appropriate coordination of First 5 programs and services
22. Submit all reports listed in Exhibit A as required by First 5.
23. Complete First 5 bi-annual report sections on the System PDC's scope of work. In order to streamline communication on the Ohlone College campus, Systems PDC will collect reports sections from the AA PDC. Systems PDC will be responsible for consolidating all online reports, expense reports and invoices, and submitting them to First 5.

3C. Contract activities for Ohlone College

1. Analyze existing college system to identify barriers faced by students working towards their AA Degree in early childhood development and develop support strategies to address these barriers.
2. Ensure students working towards their AA degree in early childhood have access to counseling services that meet the needs of their working hours. Specifically students need access to these services during evenings and on the weekends. Contract funds may be used to fund college staff to work extended hours to meet this requirement.
3. Ensure students working towards their AA degree in early childhood have access to Math and English Assessment systems that meet the needs of their working hours. Specifically students need access to these services during evenings and on the weekends. Contract funds may be used to fund college staff to work extended hours to meet this requirement.

4. Training Requirements

- A. All Professional Development Coordinators are required to attend trainings on the Corps AA Degree database. Training will be provided by First 5.
- B. AA Degree Professional Development Coordinator must attend all AA Degree Program trainings conducted by the Corps AA Degree Program Manager.
- C. All funded positions must attend training(s) on how to use the online reporting system.

5. Reporting Requirements

- A. First 5 will pay Ohlone College a sum no greater than \$195,000.00 in the following schedule of payments after: the successful accomplishment of the objectives outlined in Exhibit A, all reporting requirements have been met and reports have been approved by First 5:

Reporting Requirements	Due Date
Finalized College work plan (All PDC positions)	August 1, 2009
Systems PDC – Focused Plan on Barriers, Strategies, Implementation Plan	August 31, 2009
Systems PDC –College Faculty Professional Development Support Plan	October 31, 2009
Report covering activities from July 1, 2009 – December 31, 2009 Expenditure Report for July 1, 2009 – December 31, 2009	January 31, 2010
Systems PDC- Outline of Faculty Professional Development Activity	March 31, 2010
Report covering activities from January 1, 2010 – June 30, 2010 Expenditure Report for January 1, 2010 – June 30, 2010	July 31, 2010

6. Fiscal Requirements –Not applicable

7. ECChange and/or Database Requirements

- a. Required information on all Corps AA degree Program applicants and participants must be entered into the Corps AA Degree database.

8. Cultural Access Services Requirements

- A. Contractor shall make every 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 efforts to offer and provide language assistance services including having bilingual staff, and/or interpreter services to each patient/consumer with limited English proficiency at all points of contact. Contractor shall **NOT** use a) family members or friends as interpreters; b) minors as interpreters; and c) require members to pay for the services of an interpreter.

- C. Contractor should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
- D. Contractor should ensure that staff at ALL levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery and have staff attend at least three (3) trainings on cultural competency provided by First 5 or any other agency within the contract period.

9. Tobacco Control and Education Requirements

The 1998 passage of Proposition 10 rendered a 50-cent-per-pack increase in the state surtax on cigarettes and an equivalent increase in the state surtax on tobacco products to fund anti-smoking and early childhood programs. In response, the Commission approved a Comprehensive Tobacco Control Policy on September 28, 2000, focused on three main areas:

- A. Comprehensive Smoke-Free Policy
- B. Divestment of tobacco related investments
- C. Disclosure of Tobacco Industry Funding.

On November 12, 2004, the Commission amended the Comprehensive Tobacco Control Policy to require all organizations that are in compliance with the policy areas listed above to implement and conduct one tobacco health education training for their staff and/or clients during the funded term. Contractors will be required to evaluate the effectiveness of the training by conducting a pre and post-test as well as a general training evaluation on the effectiveness of the training. Contractor will be required to submit a summary of the evaluations to First 5.

Contractor is required to attend, during the grant year, a 3-hour training focused on tobacco control policy/education sponsored by the Commission. Furthermore, Contractor will show a good faith effort during the grant term in the following three areas:

- A. Passage of Comprehensive Tobacco Control Policies
- B. Maintenance of a comprehensive smoke-free environment
- C. Divestment of tobacco related investments

A good faith effort involves introducing these policies to your agency, educating agency leadership on the effect of the policies and having agency leadership consider the policies for ratification.

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 a First 5 funded child care facility or home setting, it is expected that they will file a report of the situation to CPS. In accordance with CPS guidelines, the reports should be filed by phone immediately and 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.

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 age 0-5. Failure to report may result in termination of contract funding.

It is expected that the Contractor will provide information of reports to CPS and CCL within 24 hours, in writing, to First 5 staff, for information purposes only. This applies to program services that are funded by First 5 Alameda County.

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.

11. Parent Kit Distribution Requirement – Not applicable

The Parent Kit is a parenting tool that contains helpful information and resources for new parents. If the Contractor provides services which involve direct contact with families, such as providing case management, outreach, home visits, etc, as a part of that service delivery, Contractor must provide language specific Parent Kits to the family. Prenatal distribution of Parent Kits is most effective, and a review of the contents of the Parent Kit with parents is important to the effectiveness of the Kit.

Training on ordering and providing Parent Kits will be provided by First 5 Alameda County. Order questions may be referred to ZeeLaura Page at 510-875-2486.

At each report period, Contractor must report on how many Parent Kits were distributed, and how many in each language were distributed.

12. 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:

***Made possible by an Every Child Counts contract
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:** Ohlone College
2. **Term of Contract:** July 1, 2009 – June 30, 2010
3. **Terms and Conditions of Payment**
 - a. The Contractor will employ two full-time Professional Development Coordinators (PDCs); an AA Degree PDC and a Systems PDC. The PDCs must have excellent writing and speaking skills, professional experience in ECE or related fields, be able to relate well to individuals and groups, and become well-versed on all professional development systems, organizations, agencies, and programs in early care and education. The PDCs must also have access to, and be able to apply information on current research and “best practices” in ECE and related disciplines when formulating recommendations and planning for the Program and the College.
 - b. Ohlone College will be responsible for the PDCs’ wages and benefits, and all overhead costs including computer access, materials, printing, meeting space, office, travel, and supplies necessary to fully execute the functions and activities of this contract. Allowable meeting/workshop expenses include: materials, food and copying charges. Travel expenses, including airfare, mileage, registration fees, meals and lodging, are allowable for professional development purposes.
 - c. Contract funds may be used to purchase necessary equipment to fulfill performance requirements listed in Exhibit A and B including computers and computer equipment.
 - d. A Professional Development Coordinator may not be assigned supervision duties over another Professional Development Coordinator or any other position funded by First 5.
 - e. Funds may not be used for any purpose other than that as specified in the Exhibit A and Exhibit B without prior written approval of First 5. By law First 5 funds may not be used to supplant other funds.
 - f. First 5 shall process invoices submitted for reimbursement by contractor within thirty (30) working days of receipt of acceptable invoice provided all reporting requirements have been met and reports have been approved.
 - g. Failure to meet the requirements in Exhibits A and B may result in delay of payment or termination of contract.
 - h. First 5 will pay Ohlone College a sum no greater than \$195,000.00 in the following schedule of payments after: the successful accomplishment of the objectives outlined in Exhibit A, all reporting requirements have been met and reports have been approved by First 5:

Fiscal Reporting and Invoicing Requirements	Due Date
Report covering activities from July 1, 2009 – December 31, 2009 Expenditure Report and invoice for July 1, 2009 – December 31, 2009 based on actual expenses	January 31, 2010
Report covering activities from January 1, 2010 – June 30, 2010 Expenditure Report and invoice for January 1, 2010 – June 30, 2010 based on actual expenses	July 31, 2010

All Expenditure reports must be submitted using the First 5 Expenditure Report Form. Payments will be made based on eligible and actual expenses incurred by the Contractor.

If on-line reporting is available during the contract term, all reports will be submitted on-line.

4. Invoicing Procedures

Invoices should be submitted to Neva Bandelow, Program Manager at First 5 Alameda County, 1100 San Leandro Boulevard, Suite 120, San Leandro, CA 94577. Original invoices are required (using the attached invoice). 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:

- 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.

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 Insured 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, 1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577, and attention: ZeeLaura Page.

INVOICE	
FOR CONTRACT PAYMENT	
DATE	
CONTRACT NUMBER	
SUBMITTED TO:	Attn: _____ First 5 Alameda County 1100 San Leandro Blvd., Suite 120 San Leandro, CA 94577

PROGRAM NAME	DESCRIPTION	DATES OF SERVICES PROVIDED

TOTAL DUE:	\$ _____	Payment ____ of ____
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Contractor or Organization Name (Make check out to)

Contact – First Name	Contact – Last Name
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Street #	Street Name	Unit	City	ST	Zip
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Email	Phone Number	Fax Number
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TAX I. D. NUMBER	
SIGNATURE	
NAME AND TITLE	