



CONTRACT FOR SERVICES

CONTRACT NUMBER: CB2016-17-001
CONTRACT TERM: JULY 1, 2016-JUNE 30, 2017
CONTRACT AMOUNT: \$50,000.00
CONTRACTOR: MERRITT COLLEGE
CONTACT PERSON: CHRISTINE OLSEN
CONTACT TITLE: PROGRAM MANAGER
TELEPHONE: 510-436-2588
EMAIL: COLSEN@PERALTA.EDU
CONTRACTOR ADDRESS: 12500 CAMPUS DRIVE OAKLAND, CA 94619

THIS CONTRACT, is hereby made and entered into on this 1st day of July, 2016 by and between First 5 Alameda County ("First 5"), an independent public agency of the State of California, and Merritt College.

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) and Exhibit C (Insurance Requirements).

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

DocuSigned by: Pamela Simms-Mackey
Pamela Simms-Mackey, Chair
First 5 Alameda County
7/7/2016
Date

Marie-Elaine Burns
Dr. Norma Ambriz-Galaviz, President
Merritt College
Dr. Marie-Elaine Burns

Date
Chancellor
Peralta Community College
Date
General Counsel
Peralta Community College
Date



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Dr. Norma Ambriz-Galaviz, President
Merritt College
8/3/16
Date
Chancellor
Peralta Community College
07-26-16
Date
General Counsel
Peralta Community College
7/26/16
Date
Dr. Marie-Elaine Burns, President

Agreement

Recitals:

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

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

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

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

I. TERM OF AGREEMENT

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

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

II. PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS -- EXHIBIT A

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

III. TERMS AND CONDITIONS OF PAYMENT-- EXHIBIT B

The total amount to be paid to Contractor under this Agreement shall not exceed the sum of \$50,000.00 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 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.

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 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.

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.

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 as they relate to the services to be provided during the course and scope of their employment.

XII. CONFIDENTIALITY

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

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

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 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.

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 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.

XV. 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.

XVI. 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.

XVII. 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 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. PUBLIC EMPLOYEES' PENSION REFORM ACT

F5AC 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.

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

1. Background and Program Description

The California Children and Families First Act of 1998 (Proposition 10) created a program in the state for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. The intent of this act is to enable counties to create and implement an integrated, comprehensive and collaborative system of information and services to enhance optimal early childhood development.

First 5 has approved a Strategic Plan for a comprehensive system of early intervention services for children 0 to 5 years of age and families in Alameda County. A key component of the First 5 Strategic Plan is to promote access to Quality Early Care and Education in Family Child Care and Center based settings through professional development (2013-17 Strategic Plan, page 9). The services of the Contractor have been retained to coordinate Teacher Pathways/Associate of Arts Learning Communities, provide support and advising, and provide professional development services to the Early Childhood Education community.

2. Prohibition on Supplantation

By law, First 5 funding may not be used to supplant other funds. First 5 funding may only be used to expand or enhance existing programs or to initiate new services or programs benefiting children prenatal to age five.

3. Performance Requirements

Contractor will complete all strategies outlined in the First 5 approved accountability plan included as Attachment 1. Contractor's currently approved budget is included as Attachment 2.

4. Reporting Requirements

As per Exhibit B: Terms and Conditions of Payment.

5. Fiscal Requirements

Contractor may be required to submit General Ledger expense reports and salaries and benefits documentation supporting expenses to be reimbursed during the funded term. First 5 will identify which reporting period(s) Contractor will be required to submit this information and provide prior notice to the Contractor.

Contractor is required to match the value of this contract on a 1:1 basis in FY2016-2017 and report the match in ECCOnline for verification. Renewal of the contract in FY2017-2018 is dependent on agreement to an increasing match of 3:1 with required verification in ECCOnline.

6. ECChange, ECCOnline or Pathways Database Requirements

Contractor will complete all required reporting via ECCOnline.

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.

11. Cultural Access Services Requirements

- A. Contractor shall make a good faith effort to ensure that clients receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices, and preferred

language.

- B. Contractor shall make a good faith effort to ensure that communication among staff and with the clients/population served promotes cultural responsiveness and respect of difference.
- C. Contractor shall make a good faith effort to implement strategies to recruit, retain, and promote at all levels of the organization a diverse, culturally responsive staff and leadership that are representative of the demographic characteristics of the service area.
- D. Contractor shall make a good faith effort to ensure that staff at ALL levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.
- E. Contractor shall make a good faith effort to have a clearly articulated written policy on cultural responsiveness.
- F. Contractor shall make a good faith effort to allocate resources to ensure the delivery of culturally responsive services.

12. Tobacco Control and Education Requirements

The 1998 passage of Proposition 10 added a 50-cent-per-pack increase in the state surtax on cigarettes and tobacco products to fund anti-smoking and early childhood programs. In response, the Commission adopted a Comprehensive Tobacco Control Policy. Based on this policy, all contractors are expected to make a good faith effort to:

- A. Create and/or maintain a comprehensive smoke-free environment; including adherence to applicable secondhand smoke laws and ordinances
- B. Disclose and divest from tobacco related investments
- C. Educate clients and staff about the harmful effects of secondhand smoke on children as appropriate
- D. Provide smoking cessation resources to staff and clients as appropriate

13. Acknowledgement of Funds

The Contractor shall acknowledge the funds received in statements or printed materials as outlined in the guidelines listed below.

- A. The Contractor will announce funding awards *only after* 1) the contract has been signed and returned and 2) after any announcement strategies are discussed with First 5 staff.
- B. The Contractor agrees to use official attribution tools and logos provided by First 5 for promotional materials, public awareness campaigns or special events connected with funding.
- C. First 5 funding will be acknowledged in all materials produced for the purpose of public education and outreach regarding the Contractor's funded project. These

materials would include, but are not limited to brochures, flyers, media ads or public service announcements, presentations and handouts and outdoor ads. All printed materials and promotional products will include the following language:

Funded by First 5 Alameda County

- D. Materials produced with First 5 funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from First 5, and the Contractor will not be additionally reimbursed for use or reproduction.

EXHIBIT B

TERMS AND CONDITIONS OF PAYMENT

1. **Contractor Name:** Merritt College
2. **Term of Contract:** July 1, 2016–June 30, 2017
3. **Terms and Conditions of Payment**

Contractor will adhere to the following payment and reporting schedule:

Reporting and Payment Schedule	Date
1st Invoice and Report due	January 20, 2017
2nd (Final) Invoice and Report due	July 21, 2017

Contractor will submit invoices based on actual expenses. Invoices should be accompanied by an expense report.

Invoices are subject to review and approval by First 5 staff before payment is issued. Payment is contingent on receipt and approval of all required reports. First 5 reserves the right to withhold Contractor payment until required reporting documentation is received and to reimburse based on meeting the required 1:1 match. Total payments during the contract term will not exceed \$50,000.00.

4. Invoicing Procedures

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

Invoices with original signature on contractor's agency letterhead are required. Invoices may be submitted electronically or by mail.

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. 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.

FIRST5



ALAMEDA COUNTY
ATTACHMENT 1
MERRITT COLLEGE

APPROVED ACCOUNTABILITY PLAN

<p>First 5 Alameda County Outcome: Increased access to quality preschool and child care settings, and to other early learning experiences</p>	
<p>Project Specific Outcome 1</p>	
<p>Increase knowledge, skills and capacity of providers who serve children 0-5 and their families</p>	
<p>Strategy 1</p>	
<p>Advise current and potential students for AA/Transfer and certificates attainment</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 1. 60% of students in CHDEV 50, 51, 53 will have an Advisory Guide 2. 60% of students in CHDEV 52, 54A and 54B will have an SEP
<p>Strategy 2</p>	
<p>Outreach to Merritt College students and local community to increase the number of students working towards certificates and Degrees</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 1. 10 ECD classroom presentations 2. 2 on-campus recruitment events 3. 2 workshop presentations to Bananas, Resource and Referral Agency 4. 1 presentation to FCC Association 5. 1 outreach presentation to a local high school 6. Disseminate 100 ECD professional development guides
<p>Strategy 3</p>	
<p>Provide Child Development Permit advisement and application processing</p>	<p>Performance Target</p> <ol style="list-style-type: none"> 1. Provide 2 permit workshops 2. 50 permits processed: new, upgrades or renewal
<p>Reporting Measures (data source)</p> <ul style="list-style-type: none"> ▪ Number (%) of students advised ▪ Number (%) of students who attained AA degrees 	

<ul style="list-style-type: none"> ▪ Number (%) of students who are transfer-ready ▪ Number (%) of students who received certification by type of certification ▪ Number (%) of permits processed by type (new, upgrade, renewal) ▪ Number of students that complete community college infant toddler course 	
<p>First 5 Alameda County Outcome: Increased access to quality preschool and child care settings, and to other early learning experiences</p>	
<p>Project Specific Outcome 2 Increase participation in First 5 Alameda Quality Counts program</p>	
<p>Strategy 1 Assist First 5 Alameda County on recruiting eligible FCC providers</p>	<p>Performance Target 1. Work with Bananas in recruitment of First 5 identified programs to participate in Quality Counts 2. Assist in enrollment of identified programs as directed by First 5</p>
<p>Strategy 2 Meet with enrolled Quality Cares sites within the Merritt College service area to develop professional development plans related to identified site goals</p>	<p>Performance Target 1. Two professional plan workshops held in community with First 5 identified programs</p>
<p>Reporting Measures (data source)</p> <ul style="list-style-type: none"> ▪ Number (%) of Title 22 centers recruited ▪ Number (%) of Family Child Care providers recruited ▪ # of Professional development Plans completed 	

First 5 Alameda County Outcome: Enhanced coordination and linkages among providers of early childhood system of care	
Project Specific Outcome 3	Institutionalize the Professional Development Coordinator position in order to support ECD students
Strategy 1	Request a non-instructional position in the 2016-2017 Annual Program Update (APU) and to the Merritt College Classified Senate Committee on position request
Reporting Measures (data source)	<p>Performance Target:</p> <ol style="list-style-type: none"> 1. Work with Department Chair and Dean to provide necessary data for the position request in the APU 2. Department Chair meets 2 times with appropriate Dean to strategize by August 30, 2016 3. Work with First 5 Executive Director to advocate for permanent college funding for a full time PDC position
Supporting Documents, if applicable	<ul style="list-style-type: none"> ▪ Copy of 2016-2017 APU ▪ Documentation of request to the Merritt College Classified Senate Committee on position request ▪ Email documentation of meetings with Chair and Dean ▪ Email documentation of meeting requests for First 5 Executive Director

Please Note: Accountability plans are subject to negotiation and approval by First 5 Alameda County. Modifications, including additional reporting measures and/or supporting documents, may be required.

FIRST 5

**ATTACHMENT 2
MERRITT COLLEGE
FIRST 5 APPROVED BUDGET**

PERSONNEL EXPENSES (list positions separately, provide brief description of job responsibilities, FTE % on project and salary)	First 5 7/1/2016-6/30/2017 Budget	Contractor Required 1:1 Match
<i>EXAMPLE: Jane Doe, Program Manager. Responsible for providing trainings, managing budget and reporting to First 5, 50% FTE, Salary: \$55,000 yearly or Hourly pay X, # of hours.</i>		
Marisol Roque Chavez, Professional Development Staff: Support CHDEV students for permit and degree/certificate attainment (60% FTE) Salary: \$46,250.00	\$13,875.00	\$13,875.00
Myeisha Jones, Professional Development Staff: Support CHDEV students for permit and degree/certificate attainment (60% FTE) Salary: \$46,250.00	\$13,875.00	\$13,875.00
To Be Hired Counselor: Support CHDEV students by initiating Student Education Plan and with degree/certificate attainment (40% FTE)Salary: \$46,000.00	\$9,200.00	\$9,200.00
Janet Zepel, Admin Assistant: Initiating requisitions and personnel action forms, monitoring budget and follow up on ePAFs & supplies (12%) Salary: \$34,166.67	\$2,050.00	\$2,050.00
To Be Hired, Student Aide: update spreadsheets, binders, flyers; file & scan documents, pick up production & mail (10/hrs week x 40 weeks)@ \$12.25 per hour; Salary: \$4,900.00	\$2,450.00	\$2,450.00
To Be Hired, Math instructor: to teach 3 unit contextual math class, Spring 2017 (\$87.00/hourx54 hours)	\$2,349.00	\$2,349.00
Personnel Benefits:	\$1,950.00	\$1,950.00
PERSONNEL SUBTOTAL:	\$45,749.00	\$45,749.00
GENERAL EXPENSES	First 5 7/1/2016 - 6/30/2017 Budget	Contractor Required 1:1 Match
Training		
Program Materials		
Printing		
Office Supplies		
Staff Travel	\$550.00	\$550.00
Consulting Services (hourly unit cost, # of hours, contract term)		
Evaluation		
Miscellaneous	\$150.00	\$150.00

GENERAL EXPENSES SUBTOTAL	\$700.00	\$700.00
SUBCONTRACTORS (list separately)		
SUBCONTRACTORS SUBTOTAL		
OTHER (Additional items that cost more than \$5,000)	First 5 7/1/2016 - 6/30/2017 Budget	Contractor Required 1:1 Match
Dan Lawson, Co-Chair Merritt College Math Department: Faculty Curriculum Development Stipend to adapt Las Positas contextualized math for CHDEV students for Merritt College CHDEV students Stipend: \$3000.00	\$1,500.00	\$1,500.00
OTHER SUBTOTAL	\$1,500.00	\$1,500.00
TOTALS	7/1/2016 - 6/30/2017 Budget	Contractor Required 1:1 Match
SUBTOTAL OF DIRECT EXPENSES (Add subtotals for Personnel, General, Subcontractors and Other)	\$47,949.00	\$47,949.00
ADMINISTRATIVE/INDIRECT COSTS (Maximum 15% of total direct expenses)	\$2,051.00	\$2,051.00
TOTAL PROJECT EXPENSE	\$50,000.00	\$50,000.00