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File ID Number	12-3129
Introduction Date	12-12-12
Enactment Number	12-2961
Enactment Date	12/12/12 08



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *M. Santos*
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date December 12, 2012

Subject Amendment No. 1 - Memorandum of Understanding (MOU) - First Five of Alameda County (contractor) - 910/Early Childhood Education Department (site/department).

Action Requested Approval of Amendment No. 1 of the Memorandum of Understanding between Oakland Unified School District and First Five of Alameda County. Services to be primarily provided to 910/Early Childhood Education Department for the period of July 1, 2011 through June 30, 2013.

Background
A one paragraph explanation of why the consultant's services are needed.

The California Children and Families 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 Five Alameda County 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, called Every Child Counts. A key component of the plan is to support professionals to provide high quality Early Mental Health services to children and their families.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of Amendment No. 1 of the Memorandum of Understanding between the District and First Five of Alameda County, San Leandro, CA, for the latter to provide implementation of the School Readiness Initiative by coordinating with preschools, child care programs, and elementary schools; coordinate effective school transition and parent education practices by coordinating new and existing program and services toward reaching all families with children ages 0-5 for the Early Childhood Education Department for the period of July 1, 2011 through June 30, 2013, at no cost to the District.

Recommendation Approval of Amendment No. 1 of the Memorandum of Understanding between Oakland Unified School District and First Five of Alameda County. Services to be primarily provided to 910/Early Childhood Education Department for the period of July 1, 2011 through June 30, 2013.

Fiscal Impact Funding resource name: Funding for this program will be provided by First Five of Alameda County has reduced the funding from \$306,000.00 to \$257,067.00, \$153,000.00 for 2011-2012 and \$104,067.00 for 2012-2013 fiscal year. No fiscal impact to District.

Attachments

- Memorandum of Understanding
- Insurance Certification
- Background Documentation
- Copy of original MOU



November 14, 2012

John Santoro
Director, Early Care & Education
Oakland Unified School District
1025 2nd Ave., Room 301
Oakland, CA 94606

Dear John,

Enclosed is the Summer Pre K Program (SPK) Contract Amendment for fiscal year 2011-2013. The total 2 year contract amount is \$257,067.00 and the contract amendment will commence on June 30, 2013.

In order to fully execute this contract agreement, please follow the instructions outlined below:

- **Contract Execution**
 - Sign all 3 copies of the contract.
 - Retain one copy for your records.
 - Return two original signed copies to me at the address below:

First 5 Alameda County
Jessica Straubel, School Readiness Program Manager
1100 San Leandro Boulevard,
San Leandro, CA 94577.

- **Insurance Certification** – The Insurance Certificate we have on-file is expired. Submit a copy of the renewal certificate for Commercial General Liability and Workers Compensation Insurance along with the signed contract amendments.

Payments for SPK expenditures will be made based on actual expenses and through the submission of an original invoice. Expense reports are submitted online. A reminder email will be sent one month in advance. Additional payment terms, conditions, reporting due dates and procedures are outlined on page 9 of the contract.

On behalf of First 5 Alameda County and the School Readiness Team, we look forward to continuing and strengthening our partnership with Oakland Unified School District on this worthwhile endeavor. Should you have any further questions regarding this contract amendment, please contact me at (510) 875-2419 or via email at Jessica.straubel@first5ecc.org.

Best Regards,

A handwritten signature in black ink that reads "Jessica Straubel". The signature is fluid and cursive.

Jessica Straubel, MSW
School Readiness Program Manager



File ID Number: 12-3129
Introduction Date: 12/12/12
Enactment Number: 12-2961
Enactment Date: 12/12/12
By: OK

Contract Number: COC2011-13-009

AMENDMENT TO CONTRACT

Reference is made to that contract made and entered into on July 1, 2011 by and between First 5 Alameda County, an independent public agency of the State of California, and Oakland Unified School District, herein referred to as "CONTRACTOR".

Said contract is hereby amended:

1. By changing total contract amount from "\$306,000.00" to "\$257,067.00".
2. By substituting the original Exhibit A: Program and Performance Requirements with the attached Exhibit A1: Program and Performance Requirements
3. By substituting the original Exhibit B: Terms and Conditions of Payment with the attached Exhibit B1: Terms and Conditions of Payment.

Except as herein amended, said contract is continued in full force and effect.

This Amendment is effective on October 9, 2012.

By: Pamela Simms-Mackey
Pamela Simms-Mackey, M.D.
Chair, First 5 Alameda County

By: _____
Authorized Signature
Oakland Unified School District

Date: 10/9/12

Date: _____

Jody London
Jody London
President, Board of Education
12/13/12

Edgar Rakestraw, Jr. 12/13/12
Edgar Rakestraw, Jr., Secretary
Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: Alan Weisman
Deputy Gen. Counsel
Assistant General Counsel
Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

EXHIBIT A1

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

1. Background and Program Description

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

First 5 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 the school readiness of children, their future success in school and family functioning. (2009-2013 Strategic Plan, p. 11). The services of the Contractor have been retained to continue year-round school readiness programs and transition services including summer pre-kindergarten programs and participation in Project LAUNCH, a federally funded program for children 0-8 years of age and their families.

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

The Contractor, Oakland Unified School District (OUSD) will oversee the implementation of the School Readiness Initiative by coordinating with local preschools/child care programs and elementary schools in OUSD and the community at large. In coordination with First 5 Alameda County, OUSD will promote effective school transition and parent education practices by coordinating new and existing programs and services toward reaching all families with children ages 0-5 within OUSD.

- A. Hire a 1.0 FTE School Readiness/Transition Coordinator (.5 funded by F5AC and .5 funded by OUSD) to oversee the implementation of the Summer Pre-K and Year Round School Readiness programs.
- B. Coordinate Year Round School Readiness/Kindergarten Transition activities including:
 - i. Coordinate outreach efforts to make connections between families with children 0-5 years old at OUSD elementary schools.
 - ii. Develop and disseminate parent education information related to school readiness, Kindergarten registration, and the transition to Kindergarten.
 - iii. Implement appropriate, meaningful and successful transition activities for parents and children in collaboration with local elementary and early childhood sites.

- iv. Coordinate with First 5 Alameda County to conduct 3 K/ECE Collaborative meetings/events.
 - v. Coordinate at least 10 parent education activities including workshops related to school readiness with 4 workshops held at local low-performing elementary schools (API 1-3) in alignment with First 5 Alameda County's School Readiness Initiative.
 - vi. Implement at least 5 community based school readiness/transition events for parents and children (i.e. Back to School events, Kindergarten Orientations, School Readiness Fairs).
- C. Coordinate and implement seven (7) Summer Pre-K programs at multiple low performing (API 1-3), Title 1, or otherwise high-need school sites, annually, including the following requirements:
- i. Program is to run for 5-6 calendar weeks, at a minimum of 3 hours/day, 4 days/week
 - ii. Program is to serve children with no prior preschool or licensed child care experience
 - iii. Recruit and hire consistent teaching staff to be employed for the entire 5-6 weeks of Summer Pre-K Program as district or program staff
 - iv. Employ two staff per classroom with at least one bilingual teacher or aide per classroom in appropriate language, as needed, based on the demographics of the children
 - v. Provide supervision of all staff and related contractors for duration of Summer Pre-K Program
 - vi. Conduct outreach and enrollment of children using First 5 Alameda County enrollment forms with a minimum of 16 and maximum of 18 children enrolled per classroom
 - vii. Purchase and utilize age appropriate materials for classroom
 - viii. Provide culturally and linguistically appropriate activities and experiences for the diverse classroom reflected by materials, resources, and staffing
 - ix. Provide children with nutritious daily snack and/or meal
 - x. Participate in an "Assessment of Practices in Early Elementary Classrooms" (APEEC) review of each classroom
 - xi. Coordinate and implement parent/caregiver education component including conducting a minimum of 5 hours of parent/caregiver education workshops. Topics must include: a) School Readiness, b) Health, c) Literacy/Library services in addition to any others determined to be appropriate by site
 - xii. Maintain attendance records of all children and parent/caregiver workshops to be summarized and submitted to First 5 Alameda County at end of program
 - xiii. Assign each Summer Pre-K participant a district student ID# (SSID) by September 2011 and September 2012
 - xiv. Provide school district data annually on individual Summer Pre-K participant children by student ID # (SSID) through 3rd grade including:

1. Attendance records by SSID by year for Kindergarten, 1st grade, and 2nd grade
 2. SSID of children who matriculate to 1st grade and 2nd grade by Fall of 2012 and 2013; and 2013 and 2014
 3. SSID of children who do not matriculate to 1st grade and/or 2nd grade by Fall of 2012 and 2013; 2013 and 2014; but are still attending contracted school
 4. SSID of children with Individual Education Plans at the end of Kindergarten, 1st grade and/or 2nd grade
- D. Participate annually in Kindergarten Readiness Study at four (4) Summer Pre-K school sites coordinated by First 5 and Applied Survey Research during the Summer and Fall
- E. Participate in planning and implementation of Project LAUNCH including but not limited to:
1. Identify consistent OUSD representative to participate on the Project LAUNCH Local Child Wellness Council
 2. Identify consistent OUSD representative to participate in the Project LAUNCH 0-8 Provider Network Group
 3. Plan for Project LAUNCH activities at East Oakland Elementary School sites
 4. Collaborate with First 5 in determining feasibility, supports and incentives of Project LAUNCH activities
 5. Participate in planning and implementation of Strengthening Families related activities
- F. Maintain effective communication between OUSD and First 5 Alameda County throughout the decision-making and implementation process. OUSD staff will meet with First 5 Alameda County staff as requested by First 5
- G. OUSD will develop a fiscal sustainability plan identifying funding strategies, resources and supports to sustain school readiness program(s) when First 5 funds are no longer available
4. Training Requirements
- A. Contractor will participate in 1 Summer Pre-K Orientation, annually
5. Reporting Requirements
- A. Contractor will submit the 1st Midterm Report via ECCOnline by September 30, 2011. Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:

- i. Summer Pre-K Program Reporting documents including enrollment forms, summary of Summer Pre-K attendance, summary of parent workshop attendance
 - ii. Narrative Report
 - iii. Accountability Plan
 - iv. Expense Report
 - v. Midterm Invoice
- B. Contractor will submit the 2nd Midterm Report via ECCOnline by December 16, 2011. Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:
- i. Narrative Report
 - ii. Accountability Plan
 - iii. Expense Report
 - iv. Midterm Invoice
- C. Contractor will submit the **3rd Midterm Report via ECCOnline by July 13, 2012.** Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:
- i. Narrative Report
 - ii. Clients Served
 - iii. Client Demographics
 - iv. Accountability Plan
 - v. Expense Report
 - vi. Midterm Invoice- Hard Copy
- D. Contractor will submit the **4th Midterm report via ECCOnline by September 28, 2012.** Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:
- i. Summer Pre-K Program Reporting documents: enrollment forms, summary of Summer Pre-K attendance, summary of parent workshop attendance
 - ii. Narrative Report
 - iii. Accountability Plan
 - iv. Expense Report
 - v. Midterm Invoice-Hard Copy

- E. Contractor will submit the **5th Midterm Report via ECCOnline by December 14, 2012**. Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:
- i. Narrative Report
 - ii. Accountability Plan
 - iii. Expense Report
 - iv. Midterm Invoice-Hard Copy
- F. Contractor will submit the **Final Report via ECCOnline by July 14, 2013**. Additional supporting documents may be required. Final Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:
- i. Narrative Report
 - ii. Accountability Plan
 - iii. Clients Served
 - iv. Client Demographics
 - v. Expense Report
 - vi. Midterm Invoice

Reporting guidelines will be provided to the contractor approximately one month prior to the report deadline. Reports should be submitted online and additional requested documents should be mailed to First 5 Alameda County, Attn: Jessica Straubel, 1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577.

- 6. Fiscal Requirements N/A
- 7. ECChange and/or Database Requirements N/A
- 8. 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.

9. 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.

10. 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 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. 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

11. Acknowledgement of Funds

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

- A. The Contractor will announce funding awards *only after* 1) the contract has been signed and returned and 2) after any announcement strategies are discussed with First 5 staff.
- B. The Contractor agrees to use official attribution tools and logos provided by First 5 for promotional materials, public awareness campaigns or special events connected with funding.
- C. First 5 funding will be acknowledged in all materials produced for the purpose of public education and outreach regarding the Contractor's funded project. These materials would include, but are not limited to brochures, flyers, media ads or public service announcements, presentations and handouts and outdoor ads. All printed materials and promotional products will include the following language:

Funded by First 5 Alameda County

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

EXHIBIT B1

TERMS AND CONDITIONS OF PAYMENT

1. **Contractor Name:** Oakland Unified School District
2. **Term of Contract:** July 1, 2011 – June 30, 2013

3. Terms and Conditions of Payment

Contractor will adhere to the following payment and reporting schedule. Reimbursements will be made based on actual expenses provided. Reporting guidelines will be provided to the contractor approximately one month prior to the report deadline. Reports should be submitted online and additional requested documents should be mailed to First 5 Alameda County, Attn: Jessica Straubel, 1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577.

Contract signed	June 2011
1 st Midterm Report & 1 st Invoice due	September 30, 2011
2 nd Midterm Report & 2 nd Invoice due	December 16, 2011
3 rd Midterm Report & 3 rd Invoice due	July 13, 2012
4 th Midterm Report & 4 th Invoice due	September 28, 2012
5 th Midterm Report & 5 th Invoice due	December 14, 2012
Final Report & Final Invoice due	July 14, 2013

4. Invoicing Procedures

Original hard copy of Invoices should be submitted to Jessica Straubel at First 5 Alameda County, 1100 San Leandro Boulevard, Suite 120, San Leandro, CA 94577. Faxed or e-mailed invoices will not be accepted.

Board Office Use: Legislative File Info.	
File ID Number	11-1739
Introduction Date	8/1 /2011
Enactment Number	11-1369
Enactment Date	8-10-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations *vef*

Board Meeting Date August 10, 2011

Subject Memorandum of Understanding - First Five of Alameda County (contractor) - 910/Early Childhood Education Department (site/department).

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and First Five of Alameda County. Services to be primarily provided to 910/Early Childhood Education Department for the period of July 1, 2011 through June 30, 2013.

Background
A one paragraph explanation of why the consultant's services are needed.

The California Children and Families 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 Five Alameda County 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, called Every Child Counts. A key component of the plan is to support professionals to provide high quality Early Mental Health services to children and their families.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of the Memorandum of Understanding between First Five of Alameda County, San Leandro, CA, for the latter to provide implementation of the School Readiness Initiative by coordinating with preschools, child care programs, and elementary schools; coordinate effective school transition and parent education practices by coordinating new and existing program and services toward reaching all families with children ages 0-5 for the Early Childhood Education Department for the period of July 1, 2011 through June 30, 2013, at no cost to the District.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and First Five of Alameda County. Services to be primarily provided to 910/Early Childhood Education Department for the period of July 1, 2011 through June 30, 2013.

Fiscal Impact Funding resource name: Funding for this program will be provided by First Five of Alameda County in the amount of \$306,000.00, at \$153,000.00 per year. No fiscal impact to District.

Attachments

- Memorandum of Understanding
- Insurance Certification
- Background Documentation



CONTRACT FOR SERVICES

CONTRACT NUMBER: COC2011-13-009
CONTRACT TERM: July 1, 2011 – June 30, 2013
CONTRACT AMOUNT: \$306,000.00 (\$153,000.00 per year)
CONTRACTOR: Oakland Unified School District
CONTACT PERSON: Lynne Rodezno
CONTACT TITLE: Director of Early Childhood
TELEPHONE: 510-879-8328
EMAIL: lynne.rodezno@ousd.k12.ca.us
CONTRACTOR ADDRESS: 495 Jones Avenue, Oakland, CA 94603

THIS CONTRACT, is hereby made and entered into on this 1st day of July, 2011 by and between First 5 Alameda County ("First 5"), an independent public agency of the State of California, and Oakland Unified School District ("Contractor").

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

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

[Signature]
Pamela Simms-Mackey, M.D.
Chair, First 5 Alameda County

[Signature]
Authorized Signature
Contractor

6/23/11
Date

6/16/11
Date

[Signature] 8/15/11
Gary Yee, President, Board of Education

Tax Identification # 94-6000385

[Signature] 8/15/11
Edgar Rakestraw, Secretary, Board of Education

Legislative File
File ID Number: 11-1739
Introduction: 6-1 -11
Enactment Number: 11-1369
Enactment Date: 8-10-11

6/9/2011

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANTIVE
By: [Signature] Attorney at Law

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, 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 \$306,000 (\$153,000.00 per year) and First 5 shall, under no circumstances, be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by First 5.

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

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

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

IV. INSURANCE -- EXHIBIT C

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

V. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) -- EXHIBIT D -- NOT APPLICABLE

VI. ADDITIONAL FISCAL PROVISIONS

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

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

VII. RECORDS

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

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

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

and procedures and any other documents required by First 5 or the State or federal government or the applicable funding source.

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

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

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

VIII. AUDITS

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

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

IX. LIMITATION ON LIABILITY; INDEMNIFICATION

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

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

X. SUBCONTRACTING

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

XI. ASSIGNMENT

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

XII. INDEPENDENT CONTRACTOR STATUS

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

XIII. CONFIDENTIALITY

Pursuant to Assembly Bill 973, the Amendment to Children and Families Act protects any individually identifiable information collected by First 5 California Commissions from disclosure to unauthorized entities unless consent was obtained from the client, parent or legal guardian. Contractor agrees to maintain the confidentiality of any patient information which may be obtained as a result of work performed pursuant to this Agreement unless required by law. Patients are defined as children and families who receive services by First 5 Alameda County 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 Alameda County and Contractor may be subject to inspection by any person pursuant to a request under the California Public Records Act. The information shared under California Public Records Acts refers only to agencies, organizations or partners not individuals or patients who are recipients of child health or family services.

First 5 Alameda County and Contractor may enter into a HIPAA Business Agreement if either organization is considered a Covered Entity as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Department of Health and Human Services

regulations. The Business Associate contract is outlined in Exhibit D to this Agreement if applicable.

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

XIV. TERMINATION PROVISIONS

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

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

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

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

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

XV. COMPLIANCE WITH LAWS

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

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

XVI. ACCIDENT REPORTING

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

XVII. NON-DISCRIMINATION

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

XVIII. GOVERNING BOARD LIMITATIONS; CONFLICT OF INTEREST

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

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

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

XIX. DRUG-FREE WORKPLACE

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

XX. MODIFICATIONS TO AGREEMENT

First 5 shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A and/or B to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder. Only one budget revision is allowed per year and may be granted or denied per the assessment of First 5 staff. For all budget line item adjustments over 10%, a written justification for each line item should be submitted for approval. Budget line item adjustments under 10% are not subject to a formal revision and may be shifted at the Contractor's discretion once per year.

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

XXI. OWNERSHIP OF WORK PRODUCT / INTELLECTUAL PROPERTY

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

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

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

1. Background and Program Description

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

First 5 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 the school readiness of children, their future success in school and family functioning. (2009-2013 Strategic Plan, p. 11). The services of the Contractor have been retained to continue year-round school readiness programs and transition services including summer pre-kindergarten programs and participation in Project LAUNCH, a federally funded program for children 0-8 years of age and their families.

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

The Contractor, Oakland Unified School District (OUSD) will oversee the implementation of the School Readiness Initiative by coordinating with local preschools/child care programs and elementary schools in OUSD and the community at large. In coordination with First 5 Alameda County, OUSD will promote effective school transition and parent education practices by coordinating new and existing programs and services toward reaching all families with children ages 0-5 within OUSD.

- A. Hire a 1.0 FTE School Readiness/Transition Coordinator to oversee the implementation of the Summer Pre-K and Year Round School Readiness programs
- B. Coordinate Year Round School Readiness/Kindergarten Transition activities including:
 - i. Coordinate outreach efforts to make connections between families with children 0-5 years old at OUSD elementary schools.
 - ii. Develop and disseminate parent education information related to school readiness, Kindergarten registration, and the transition to Kindergarten.
 - iii. Implement appropriate, meaningful and successful transition activities for parents and children in collaboration with local elementary and early childhood sites.
 - iv. Coordinate with First 5 Alameda County to conduct 3 K/ECE Collaborative meetings/events.

- v. Coordinate at least 10 parent education activities including workshops related to school readiness with 4 workshops held at local low-performing elementary schools (API 1-3) in alignment with First 5 Alameda County's School Readiness Initiative.
 - vi. Implement at least 5 community based school readiness/transition events for parents and children (i.e. Back to School events, Kindergarten Orientations, School Readiness Fairs).
- C. Coordinate and implement 8 Summer Pre-K programs at multiple low performing (API 1-3), Title 1, or otherwise high need school sites, annually, including the following requirements:
- i. Program is to run for 5-6 calendar weeks, at a minimum of 3 hours/day, 4 days/week
 - ii. Program is to serve children with no prior preschool or licensed child care experience
 - iii. Recruit and hire consistent teaching staff to be employed for the entire 5-6 weeks of Summer Pre-K Program as district or program staff
 - iv. Employ two staff per classroom with at least one bilingual teacher or aide per classroom in appropriate language, as needed, based on the demographics of the children
 - v. Provide supervision of all staff and related contractors for duration of Summer Pre-K Program
 - vi. Conduct outreach and enrollment of children using First 5 Alameda County enrollment forms with a minimum of 16 and maximum of 18 children enrolled per classroom
 - vii. Purchase and utilize age appropriate materials for classroom
 - viii. Provide culturally and linguistically appropriate activities and experiences for the diverse classroom reflected by materials, resources, and staffing
 - ix. Provide children with nutritious daily snack and/or meal
 - x. Participate in an "Assessment of Practices in Early Elementary Classrooms" (APEEC) review of each classroom
 - xi. Coordinate and implement parent/caregiver education component including conducting a minimum of 5 hours of parent/caregiver education workshops. Topics must include: a) School Readiness, b) Health, c) Literacy/Library services in addition to any others determined to be appropriate by site
 - xii. Maintain attendance records of all children and parent/caregiver workshops to be summarized and submitted to First 5 Alameda County at end of program
 - xiii. Assign each Summer Pre-K participant a district student ID# (SSID) by September 2011 and September 2012
 - xiv. Provide school district data annually on individual Summer Pre-K participant children by student ID # (SSID) through 3rd grade including:
 - 1. Attendance records by SSID by year for Kindergarten, 1st grade, and 2nd grade

2. SSID of children who matriculate to 1st grade and 2nd grade by Fall of 2012 and 2013; and 2013 and 2014
 3. SSID of children who do not matriculate to 1st grade and/or 2nd grade by Fall of 2012 and 2013; 2013 and 2014; but are still attending contracted school
 4. SSID of children with Individual Education Plans at the end of Kindergarten, 1st grade and/or 2nd grade
- D. Participate annually in Kindergarten Readiness Study at 4 Summer Pre-K school sites coordinated by First 5 and Applied Survey Research during the Summer and Fall
- E. Participate in planning and implementation of Project LAUNCH including but not limited to:
1. Identify consistent OUSD representative to participate on the Project LAUNCH Local Child Wellness Council
 2. Identify consistent OUSD representative to participate in the Project LAUNCH 0-8 Provider Network Group
 3. Plan for Project LAUNCH activities at East Oakland Elementary School sites
 4. Collaborate with First 5 in determining feasibility, supports and incentives of Project LAUNCH activities
 5. Participate in planning and implementation of Strengthening Families related activities
- F. Maintain effective communication between OUSD and First 5 Alameda County throughout the decision-making and implementation process. OUSD staff will meet with First 5 Alameda County staff as requested by First 5
- G. OUSD will develop a fiscal sustainability plan identifying funding strategies, resources and supports to sustain school readiness program(s) when First 5 funds are no longer available
4. Training Requirements
- A. Contractor will participate in 1 Summer Pre-K Orientation, annually
5. Reporting Requirements
- A. Contractor will submit the 1st Midterm Report via ECCOnline by September 30, 2011. Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:
- i. Summer Pre-K Program Reporting documents including enrollment forms, summary of Summer Pre-K attendance, summary of parent workshop attendance
 - ii. Expense Report
 - iii. Midterm Invoice

- B. Contractor will submit the 2nd Midterm Report via ECCOnline by December 16, 2011. Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:
- i. Expense Report
 - ii. Midterm Invoice
- C. Contractor will submit the 3rd Midterm Report via ECCOnline by July 13, 2012. Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:
- i. Expense Report
 - ii. Midterm Invoice
- D. Contractor will submit the 4th Midterm report via ECCOnline by September 28, 2012. Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:
- i. Summer Pre-K Program Reporting documents including enrolment forms, summary of Summer Pre-K attendance, summary of parent workshop attendance
 - ii. Expense Report
 - iii. Midterm Invoice
- E. Contractor will submit the 5th Midterm Report via ECCOnline by December 14, 2012. Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:
- i. Expense Report
 - ii. Midterm Invoice
- F. Contractor will submit the Final Report via ECCOnline by July 14, 2013. Additional supporting documents may be required. Final Report guidelines and checklist will be provided by First 5 Alameda County and may include but are not limited to:
- i. Expense Report
 - ii. Final Invoice

Reporting guidelines will be provided to the contractor approximately one month prior to the report deadline. Reports should be submitted online and additional requested documents should be mailed to First 5 Alameda County, Attn: Melissa Luc, 1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577.

6. Fiscal Requirements N/A
7. ECChange and/or Database Requirements N/A
8. 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.

9. 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.

10. 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 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. 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

11. 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:** Oakland Unified School District

2. **Term of Contract:** July 1, 2011 – June 30, 2013

3. Terms and Conditions of Payment

Contractor will adhere to the following payment and reporting schedule. Reimbursements will be made based on actual expenses provided. Reporting guidelines will be provided to the contractor approximately one month prior to the report deadline. Reports should be submitted online and additional requested documents should be mailed to First 5 Alameda County, Attn: Melissa Luc, 1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577.

Contract signed	June 2011
1 st Midterm Report & 1 st Invoice due	September 30, 2011
2 nd Midterm Report & 2 nd Invoice due	December 16, 2011
3 rd Midterm Report & 3 rd Invoice due	July 13, 2012
4 th Midterm Report & 4 th Invoice due	September 28, 2012
5 th Midterm Report & 5 th Invoice due	December 14, 2012
Final Report & Final Invoice due	July 14, 2013

4. Invoicing Procedures

Invoices should be submitted to Melissa Luc at First 5 Alameda County, 1100 San Leandro Boulevard, Suite 120, San Leandro, CA 94577. Original invoices are required. No faxed or e-mailed invoices will be accepted.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

SimplexGrinnell BE SAFE.

Shobo Tilbury

Sales Consultant

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5.31.11

Oakland Unified School District
Sobranie Park Elementary School
470 El Paseo Dr. Oakland, CA

RE: Existing Sprinkler System

Dear OUSD,

During a recent site visit it was discovered that there are existing sprinkler heads connected to the domestic line water system at Sobranie Park Elementary School. Unfortunately, SimplexGrinnell cannot conduct the 5 year sprinkler certification on this type of sprinkler head/system, which does not have an actual inspector's test valve.

It is our recommendation that OUSD regularly conduct an annual visual inspection of this particular domestic sprinkler system to verify the heads appear to be clear of any corrosion, debris, paint, tape, etc. and visually appear to be in good working order. This annual inspection should be documented and retained for your records. OUSD should also verify that any/all water valves connected to this domestic line be in the open position at all times.

Please feel free to contact SimplexGrinnell with any questions.

Thank you,



Shobo Tilbury
SimplexGrinnell, LP