

Board Office Use: Legislative File Info.	
File ID Number	22-0022
Introduction Date	1/26/22
Enactment Number	22-0149
Enactment Date	1/26/2022 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Christie Herrera, Executive Director, Early Childhood Education

Meeting Date January 26, 2022

Subject Subcontract to provide to YMCA of the East Bay with a portion of the District's Fiscal Year 2021-22 Child Development Funding

Ask of the Board Approval by the Board of Education of Resolution No. 2122-0104 - Authorizing Subcontract to YMCA of the East Bay a Portion of District's Fiscal Year 2021-22 Child Development Funding, for the period of October 1, 2021 through June 30, 2022, in an amount not to exceed \$200,000.00.

Background The 2021-22 fiscal year in the fourteen year in which the District expects to under-earn its contract with the State for Child Development funding. If a recipient of such funding is not able to fulfill its contract, it can lose its allocation and it is extremely difficult to get it back. Subcontracting helps the District fulfill its contract and maintain its current level of state funding.

Discussion After issuing an RFP, the District selected YMCA of the East Bay as one of three entities with which the District seeks to subcontract. The attached agreement will allocate \$200,000 to YMCA of the East Bay from the District's Child Development funding with a contract management fee of 7.5%. The agreement will cover 2021-22.

Fiscal Impact Funding Resource Name: 6105/General Child Development Program (CCTR) will subcontract services for the amount not to exceed \$200,000.00. In addition, State regulations authorize the District, as the administrator of the Subcontract, to recover from the YMCA of the East Bay an administrative contract management fee which will be approximately 7.5% of the subcontract amount.

Attachment(s)

- Resolution No. 2122-0104 - Authorizing Subcontract to YMCA of the East Bay a Portion of District's Fiscal Year 2021-22 Child Development Funding
- Services Agreement with YMCA of the East Bay
- RFP Documents
- Letter of Approval for YMCA of the East Bay

**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2122-0104

**AUTHORIZING SUBCONTRACT TO THE YMCA OF THE EAST BAY, A PORTION OF DISTRICT'S
FISCAL YEAR 2021-22 CHILD DEVELOPMENT FUNDING**

WHEREAS, Oakland Unified School District ('the District') is under earning its State child development contract for the 2021-22 fiscal year; and

WHEREAS, the 2021-22 fiscal year is the fourteenth fiscal year of under earning of the contract; and

WHEREAS, subcontracting a portion of the District's State contract funding is authorized and permissible under State regulations; and

WHEREAS, subcontracting will not prevent the District from continuing to enroll families or to open new classrooms in the District's ECE program; and

WHEREAS, absent subcontracting; the unearned amounts due to closed centers would not be earned; and

WHEREAS, subcontracting will not result in a reduction in children served or staff employed by the District to serve children in the Early Childhood Education program; and

WHEREAS, the District has identified The YMCA of the East Bay, as a qualified subcontractors; and

WHEREAS, The YMCA of the East Bay has many years of experience in providing quality and comprehensive child care and education, have experience in administering subcontracts from Local Education Agencies, such as the District, and have no audit, performance or fiscal exceptions that would make them ineligible; and

WHEREAS, the District's ECE program, as the subcontracting entity, may recover from The YMCA of the East Bay seven and a half percent (7.5%) administrative contract management fee; and

WHEREAS, The YMCA of the East Bay has the facility capacity to earn the funds the District will subcontract; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Education ("Board") hereby approves the Services Agreement, incorporated herein by reference, with the YMCA of the East Bay subcontracting thereto that identified portion of the 2021-22 District's State Contract 6105/General Child Development Program (CCTR), in an amount not to exceed \$200,000.00, for the term October 1, 2021 through June 30, 2022, subject to the YMCA complying with any and all applicable terms and conditions of the State Contract; and

BE IT BE IT FURTHER RESOLVED, the YMCA shall pay to the District, from the apportioned \$200,000, an allowable Administrative Fee of \$15,000.00.

PASSED BY THE FOLLOWING VOTE:

AYES: Shanthi Gonzales, Mike Hutchinson, VanCedric Williams, Clifford Thompson, Aimee Eng, Vice President Benjamin "Sam" Davis, President Gary Yee

NAYS: None

ABSTAINED: None

RECUSED: None

ABSENT: Student Director Samantha Pal, Student Director Natalie Gallegos-Chavez

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on January 26, 2022.

Legislative File	
File ID Number:	22-0022
Introduction Date:	01-26-2022
Enactment Number:	22-0149
Enactment Date:	1/26/2022
By:	os

OAKLAND UNIFIED SCHOOL DISTRICT



Gary Yee
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary,
Board of Education



SERVICES AGREEMENT

This Services Agreement ("Agreement") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"): YMCA of the East Bay

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date ("Start Date"):

July 1, 2021

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date ("End Date"):

June 30, 2022

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services ("Services") as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).

4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or

evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.

5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
 - b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These

matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

a. The compensation under this Agreement shall not exceed: **\$200,000**.

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed

this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.
 - f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
 - g. Notwithstanding this Section, VENDOR must submit all final claims and invoices to OUSD no later than July 08, 2022 for FY 21-22. OUSD may set a similar deadline for the submission of all final claims and invoices for future fiscal years.
11. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was

- provided, whichever is later.
- b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
 - c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
 - d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: **Melanie Mueller**
Title: **Executive Director**
Address: **2330 Broadway**
City, ST Zip: **Oakland CA 94612**
Phone: **(510) 809-2261**
Email: **mmueller@ymca.org**

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. Insurance.

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or

otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. Testing and Screening.

- a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. **Fingerprinting/Criminal Background Investigation.** Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD

property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
- d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

20. Assignment. The obligations of VENDOR under this Agreement shall not be assigned by

VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
28. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.
29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives,

or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.**
- a. Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
 - b. The Funding Terms and Conditions and program requirements for the California State Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2021-22, as they may be subsequently amended, are hereby incorporated by reference into this Agreement.
 - c. The federal certifications and the standard provisions for state contracts that are attach to the Terms and Conditions referenced in (b) are hereby incorporated by reference into this Agreement.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

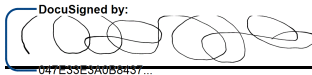
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Melanie Mueller

Signature: 
047E33E3A0B8437...

Position: Executive Director

Date: 12/21/2021

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Gary Yee

Signature: 

Position: Enter OUSD signatory position

Date: 1/27/2022

☒ Board President☐ Superintendent☐ Chief/Deputy Chief/Executive DirectorName: Kyla Johnson-TrammellSignature: Position: Secretary, Board of Education

Date: 1/27/2022

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

- 1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

See attached documents, including RFP documents.

For each child claimed, VENDOR shall also make available to OUSD the Notice of Action for FY 2021-22, the income calculation worksheet and income need and verification documentation, and the completed 9600 form.

VENDOR shall submit the requisite 801A data and the requisite 801B data by the mandated deadline each month. VENDOR must submit all monthly enrollment and attendance accounting documentation by contract type and match (exactly) the 801A file that is submitted to the Child Development Division (CDMIS). VENDOR must submit all claims by (exactly) the 9400 report. VENDOR must submit the CDFS 9500 (for CCTR) report of enrollment, attendance, and expenditures to OUSD as required by OUSD. VENDOR must submit all monthly attendance and fiscal reports as required by OUSD.

- 1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

☐ No, services would not be able to continue.

☐ Yes, services would be able to continue as described in 1A.

☒ Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Depending upon the circumstances and the type of emergency/school closure, the YMCA of the East Bay may be able to provide distance learning and/or family case management/resource and referral through phone, email and Zoom.

- 1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR: See Exhibit A #3*

☐ Hourly Rate: \$ per hour

☐ Daily Rate: **\$48.82** per day

☐ Weekly Rate: \$ per week

☐ Monthly Rate: \$ per month

☐ Per Student Served Rate: \$ per student served

- ☐ Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

See Exhibit A 1A

2. **Specific Outcomes:** (A) *What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need?* (B) *Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..."* C. *If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

(A) As a result of the service, 100% of students served will be ready to enter Kindergarten or Transitional Kindergarten successfully.

(B) Students will become familiar with school routines and expectations through the caring and consistent actions of their primary caregiver/Teacher. Students will score appropriately for their ages and developmental levels on the Desired Results Developmental Profile child assessment, through individualized curriculum tailored to their needs. Students will be screened using the Ages and Stages Questionnaire, and will be identified should they need special education services. Special Education services will be supported by YMCA staff.

3. **Reimbursement shall be 100% of the contract maximum reimbursement or net reimbursable costs, whichever is less. The District's 7.5% admin fee shall be deducted from this amount.**

4. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

☐ Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

☐ Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

☐ Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

☐ Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

Certificate Of Completion

Envelope Id: A96BB0EDC2B54A468EDA98E45F46D173

Status: Completed

Subject: Please DocuSign: YMCA Agreement for Services.pdf, CCB 21-07.pdf

Source Envelope:

Document Pages: 24

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Anita Retzinger

AutoNav: Enabled

aretzinger@ymcaeastbay.org

Enveloped Stamping: Enabled

IP Address: 71.202.209.64

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Anita Retzinger

Location: DocuSign

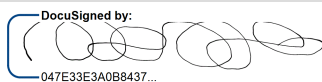
12/21/2021 4:49:44 PM

aretzinger@ymcaeastbay.org

Signer Events**Signature****Timestamp**

Melanie Mueller

DocuSigned by:



047E33E3A0B8437...

Sent: 12/21/2021 4:53:10 PM

mmueller@ymcaeastbay.org

Viewed: 12/21/2021 4:54:00 PM

Executive Director

Signed: 12/21/2021 4:54:34 PM

YMCA of the East Bay

Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication (None)

Using IP Address: 166.216.158.116

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 12/21/2021 4:54:00 PM

ID: 1c98b183-1004-4589-bf1b-99716ee7ba31

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Alice Atienza

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alice.atienza@ousd.org

Viewed: 12/21/2021 4:54:29 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Anita Retzinger

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aretzinger@ymcaeastbay.org

YMCA of The East Bay

Security Level: Email, Account Authentication (None)

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Christie Herrera

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christie.herrera@ousd.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/21/2021 4:54:00 PM
Signing Complete	Security Checked	12/21/2021 4:54:34 PM
Completed	Security Checked	12/21/2021 4:54:34 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, YMCA of The East Bay (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact YMCA of The East Bay:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: aretzinger@ymcaeastbay.org

To advise YMCA of The East Bay of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at aretzinger@ymcaeastbay.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from YMCA of The East Bay

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to aretzinger@ymcaeastbay.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with YMCA of The East Bay

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to aretzinger@ymcaeastbay.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify YMCA of The East Bay as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by YMCA of The East Bay during the course of your relationship with YMCA of The East Bay.

September 13, 2021

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

CHILD CARE BULLETIN NO. 21-07

The purpose of this Child Care Bulletin is to provide guidance to counties and child care and development contractors regarding the implementation of the provisions of Assembly Bill 131 (Chapter 116, Statutes of 2021) pertaining to child care reimbursement based on enrollment rather than attendance and signature requirements effective July 1, 2021, through June 30, 2022.



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES

744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

September 13, 2021

CHILD CARE BULLETIN NO. 21-07

GUIDANCE TYPE: DIRECTIVE

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY CHILD CARE COORDINATORS
ALL CHILD CARE AND DEVELOPMENT CONTRACTORS

SUBJECT: IMPLEMENTATION OF ASSEMBLY BILL (AB) 131 (CHAPTER 116, STATUTES OF 2021): REIMBURSEMENT BASED ON ENROLLMENT RATHER THAN ATTENDANCE AND SIGNATURE REQUIREMENTS FOR CHILD CARE AND DEVELOPMENT PROGRAMS ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS)

APPLICABLE PROGRAMS: ALTERNATIVE PAYMENT PROGRAMS
MIGRANT ALTERNATIVE PAYMENT PROGRAMS
CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS (CALWORKS) STAGE ONE, TWO, AND THREE
THE EMERGENCY CHILD CARE BRIDGE PROGRAM FOR FOSTER CHILDREN
GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS
FAMILY CHILD CARE HOME EDUCATION NETWORKS
MIGRANT CHILD CARE AND DEVELOPMENT PROGRAMS
CHILD CARE AND DEVELOPMENT PROGRAMS FOR CHILDREN WITH SPECIAL NEEDS

REFERENCE: [ASSEMBLY BILL 131 \(CHAPTER 116, STATUTES OF 2021\);](#)
[MANAGEMENT BULLETIN \(MB\) NO. 20-04\(A\); MB NO. 20-15A;](#)
[ALL COUNTY WELFARE DIRECTORS LETTER DATED OCTOBER 2, 2020; SENATE BILL\(SB\) 98 \(CHAPTER 24, STATUTES OF 2020\);](#)
[SB 820 \(CHAPTER 110, STATUTES OF 2020\)](#)

Child Care Bulletin No. 21-07
Page Two

Purpose

The purpose of this Child Care Bulletin is to provide guidance to counties and child care and development contractors regarding the implementation of the provisions of Assembly Bill 131 (Chapter 116, Statutes of 2021) pertaining to child care reimbursement based on enrollment rather than attendance and signature requirements effective July 1, 2021, through June 30, 2022.

Background

Pursuant to Education Omnibus Budget Trailer Bill, [SB 98 \(Chapter 24, Statutes of 2020\)](#) and [SB 820 \(Chapter 110, Statutes of 2020\)](#), the following provisions were enacted:

Provider Reimbursement Based on Certified Need

A hold harmless provision was included in SB 98 for all child care providers receiving state- and federally-funded subsidies. Child care providers and contractors were reimbursed for the maximum authorized hours of care, regardless of attendance during Fiscal Year (FY) 2020-21. This provision applied whether a facility was open or closed due to a public health order. Direct service contractors were also required to provide distance learning services under this policy.

Signature Requirement Waiver

SB 820 granted a signature requirement waiver and flexibility for the attendance/records or invoices until June 30, 2021. Contractors and child care providers were allowed to submit attendance records/invoices for reimbursements during the fiscal year 2020-2021 without a parent signature if the parent was unable to sign due to the COVID-19 pandemic.

New Guidance

Pursuant to [Assembly Bill 131 \(Chapter 116, Statutes of 2021\)](#), the above-described flexibilities have been extended, as detailed further below.

Provider Reimbursement Based on Certified Need

- For voucher-based providers:
 - Licensed and license-exempt child care providers receiving vouchers through California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One, Stage Two (C2AP) or Stage Three (C3AP), Alternative Payment (CAPP), Family Child Care Home Education Networks (CFCC), and/or Migrant Alternative Payment (CMAP) programs, shall continue to be paid based on families' certified need for services, as follows:
 - Providers, including license-exempt providers, shall be reimbursed based on the maximum authorized hours of care, regardless of attendance.
 - For families certified for a variable schedule, providers shall be reimbursed based on the maximum authorized hours of care.
 - For license-exempt providers who provide part-time services, providers shall be reimbursed based on the maximum authorized hours of care.

Child Care Bulletin No. 21-07
Page Three

Note: Guidance pertaining to the Emergency Child Care Bridge Program for Foster Children will be released at a later date.

- For direct service contractors:
 - Contracting agencies operating a Migrant Child Care and Development Program (CMIG), a General Child Care and Development Program (CCTR), a Child Care and Development Services for Children with Special Needs Program (CHAN) or a Family Child Care Home Education Network Program (CFCC) shall be reimbursed based on the maximum authorized hours of care, regardless of attendance, if they meet either of the following requirements:
 - The program is open and operating in accordance with their approved program calendar and remains open and offering services through the program year.
 - The program is closed by local or state public health order or guidance due to the COVID-19 pandemic.
 - Reimbursement shall be 100% of the contract maximum reimbursable amount or net reimbursable program costs, whichever is less.
 - Contracting agencies operating a CMIG, CCTR, CHAN or CFCC program that is physically closed due to the COVID-19 pandemic but funded to be operational shall provide distance learning services and submit a distance learning plan to the Department.

American Rescue Plan Act (ARPA) Survey Requirement

Provider reimbursement based on certified need is being funded by American Rescue Plan Act of 2021 (Public Law 117-2) Child Care Stabilization funds. In accordance with federal requirements for Child Care Stabilization Grants appropriated pursuant to ARPA, contractors and providers who are reimbursed based on certified need rather than attendance must provide information via a one-time survey. CDSS will specify the timeline and format in which this information must be submitted, and information shall include, but not be limited to, all of the following:

- Address, including zip code;
- Race and ethnicity;
- Gender;
- Whether the provider/contractor is open and available to provide child care services or closed due to the COVID-19 public health emergency;
- Use of federal funds received; and,
- Documentation that the provider/contractor met certifications as required by federal law.

CDSS will release the survey and associated guidance under separate cover.

Child Care Bulletin No. 21-07
Page Four

Signature Requirement Waiver

Pursuant to Welfare and Institutions Code (WIC) Section 10227.5, attendance records and invoices must include the dates and times in and out documented on a daily basis and must be signed by both the provider and the parent. If the child is not in attendance, the provider must indicate the reason for absence.

Effective July 1, 2021, through June 30, 2022, or through the end of the state of emergency in response to the COVID-19 pandemic as declared by the Governor on March 4, 2020, whichever comes first, contractors must reimburse providers who submit an attendance record or invoice without a parent or guardian signature if the provider has attempted to collect the signature but the parent or guardian is unable to sign due to the COVID-19 pandemic.

WIC Sections 10227.5 and 10269 allow contractors and providers to use digital signatures. Software that uses digital signatures is reimbursable within contract funds.

Provider Notification

In accordance with WIC Section 10233.5, beginning July 1, 2020, Alternative Payment Programs (APPs) must provide a written notice, which includes the specific action(s) and effective date of the action(s), to the provider. This notice must be issued on the same day the NOA is issued to a family. The provider notice is to be issued when any of the following occurs:

- Changes to reimbursement amounts
- Changes to certified need (hours of care)
- Changes to certified schedules
- Rate changes
- Increases or decreases to family fees
- Disenrollment from services
- Changes of provider

The provider notice must be issued either electronically, if requested by the child care provider, or via the United States Postal Service. The notification shall not be deemed a violation of the parent's confidentiality, but as a method to ensure the proper administration of subsidy funds.

Data Collection

Effective July 1, 2021, all CAPP and CMAP contractors are required to report monthly caseload and fiscal data online to the contractor's assigned fiscal analyst. The following data elements are to be reported to the fiscal analyst regardless of the contractor's contract status:

- County-by-county caseload
- Expenditures

Child Care Bulletin No. 21-07
Page Five

- Unit costs
- Family fees
- Other key costs of care variables requested by CDSS and used to determine any additional state allocations to these programs for purposes of the emergency response.

Monthly Caseload and Fiscal reports shall be exclusively submitted electronically at [Child Development Fiscal Services](#) and are due by the 20th of the month following the month of the reported data. All CAPP and CMAP contractors will be required to submit caseload data associated with emergency child care enrollments, as well as caseload data associated with ongoing enrollments.

Note: If a contractor provides services in more than one county, the contractor will be required to submit a separate Caseload Report for each county in which services are being provided. Each report shall include a certification of the person authorized by the contractor that the information contained in the report is correct and complete.

If you have any questions or need additional guidance please contact the Child Care Policy and Development Bureau at (916) 657-2144 or at CCPB@dss.ca.gov.

Sincerely,

Original Document Signed By

DR. LUPE JAIME-MILEHAM, Deputy Director
Child Care and Development Division



YMCA OF THE EAST BAY
Response to OUSD
RFP 21-106ECE

August 27, 2021

Contents

Value Category 1: Annual Cost to District	2
Value Category 2: Scope of Services.....	2
Value Category 3: Program Accountability, Program Plans and Results, Staffing, Experience and Performance	7
Value Category 4: Ability to Deliver Proposed Solution and References	15
Exhibits	17

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

Value Category 1: Annual Cost to District – See Exhibit H: Proposal Price Form and Sample OUSD CCTR Subcontract Revenue

Value Category 2: Scope of Services

1. Program Quality

The YMCA of the East Bay, Early Childhood Impact (ECI) ensures the delivery of high-quality early learning experiences by implementing comprehensive systems that address program management, planning and oversight.

- a. Program Management - Programs are licensed through the CA Department of Social Services Community Care Licensing Division and leverage an array of federal, state and local funding which enables us to provide comprehensive services to young children and their families. To ensure the highest standards are met, ECI has developed policies and procedures that address all aspects of program delivery (program planning, data & evaluation, fiscal management, community and self-evaluations, facilities and learning environments, technology and information systems, training and professional development, communication, record keeping and reporting, ongoing monitoring and human resources.) Policies and procedures consider licensing regulations, Head Start Performance Standards and California Department of Education/Social Services Funding Terms and Conditions. In each instance, we adopt the highest regulation/standard. Management ensures high quality facilities and well-trained staff.
- b. Planning - Ongoing monitoring and continuous improvement is built into all of our programs and into each service area (operations, education, family services, health, mental health, disabilities/inclusion, eligibility and fiscal.) Program planning begins with annual community assessments to evaluate community needs. Program goals and objectives are developed each year to address high community needs and ongoing program development. Program Self Evaluations (PSE) measure progress towards achieving our goals and enable us to identify strengths and opportunities for growth. PSE tools include the Desired Results System (developmental profiles, parent surveys, Environmental Rating Scales and self-assessments.) PSE's are conducted by teams that include staff from each service area, teachers, directors, managers as well as parents. Program action plans are developed at classroom, center, service area, and program-wide levels. Individual child, group, center and program assessments drive curriculum, comprehensive services, professional development and monitoring systems.
- c. Oversight - ECI is governed by a Policy Council (PC), comprised of parent representatives elected by their peers. The PC meets monthly to review program reports (fiscal, education, health, mental health, nutrition, narrative from the Executive Director). This governing body is part of the assessment and action planning process and approves all ECI staff hires and separations. Oversight is also provided by the YMCA Board of Directors, which includes representatives from the PC. In addition to monthly meetings, program quality is also assessed through annual audits. There are parent committees at each center that meet monthly to inform and plan with families.

This robust system ensures all aspects of CDE/DSS contract requirements are met. ECI utilizes an integrated approach to ensure the delivery of quality early learning programs for children and families:

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

- a. Child screenings, observations and assessments - Home visits are conducted prior to each child's first day of enrollment. During this visit, Ages and Stages screening tools are completed. Initial information gathered provides a snapshot of where each child is in their development and helps teachers plan for meeting individual child needs. Teachers continue gathering information about growth and development by recording daily/weekly child observations and anecdotal notes. This information is entered into Learning Genie (cloud-based software program) and informs each child's Desired Results Developmental Profile (DRDP). Individual DRDPs are completed three times per year. Families are included in each step of the screening and assessment process. DRDP results are shared during parent/teacher conferences, which are conducted at least two times per program year.
- b. Curriculum - Creative Curriculum is utilized by all ECI classrooms. Curriculum fidelity is achieved through consistent staff training, classroom coaching and technical assistance. In addition to Creative Curriculum, staff are trained in concepts and practices from the Program for Infant Toddler Caregivers (PITC) and on strategies from the Center on the Social Emotional Foundations for Early Learning (CSEFEL). Teacher/child interactions are assessed by Education Coaches using the CLASS tool, as well as other internal monitoring tools. Results are used to coach and develop teaching staff. Staff ensure children's interests are considered in curriculum implementation.
- c. Environmental Rating Scale, Health and Safety Screener, Adult/Child Interaction ratings - We provide indoor and outdoor environments that are safe, nurturing and aesthetically pleasing. The Infant Toddler Environmental Rating Scale (ITERS) measures how well the environment meets children's needs (health/safety, positive relationships, opportunities for stimulation from learning experiences). The outcomes from the ITERS informs action planning that drives quality improvement efforts in each classroom. A Health and Safety Screener is completed for each classroom within the first 45 days of the program year. This tool assesses facilities, equipment/materials, policies/procedures, active supervision and human resources. An adult/child interaction rating scale, based on PITC and CLASS best practices, is used in all infant-toddler classes. Results from all three assessments drive professional development and resource distribution (including funding for supplies and facility improvements).
- d. Family Goals and Parenting Curriculum - ECI programs support families by helping them identify strengths and assisting them to meet family needs. Parents develop goals each year and Family Advocates provide resources and tools to help families meet them. Family Advocates provide case management and support for manageable caseloads.
- e. Program Self Evaluations (PSEs) - Classroom/center/program level outcome reports are generated after each child assessment period. Analysis of outcomes allow staff to make informed decisions about program design and professional development needs. Program action plans address all areas needing improvement and list specific tasks. Policies and procedures are revised to ensure ongoing monitoring. Results from classroom/center/program assessments and corresponding action plans are shared with parents, staff and the YMCA Board of Directors. The Policy Council and Board approve the PSEs.

The YMCA has integrated systems for providing quality early learning programs. In order to support these systems, we rely on:

- a. Safe and well-maintained facilities with quality materials, furniture, and playgrounds - High quality early learning programs begin with environments that are safe, engaging,

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

developmentally appropriate and well maintained. ECI centers are routinely monitored to ensure health and safety. ECI programs benefit from a dedicated facilities team that complete necessary repairs in a timely manner and provide ongoing maintenance. The facilities team works with the Executive, Operations and Fiscal Directors to identify capital repairs, obtain funding for these repairs and oversee facility improvement projects. Systems are in place to order, purchase, inventory and distribute supplies and materials.

- b. Qualified teaching staff – With the understanding that teaching staff are the heart of ECI programs, we invest many resources to support and develop our teachers. We employ Education Coaches that provide mentoring, professional goal setting and ongoing training and technical assistance. ECI partners with a number of agencies (local community colleges, First 5, AB 212 and foundations for funding) to ensure teachers meet or exceed both CDE/DSS and Head Start regulations. We have implemented professional development tracks through an Early Educator Apprentice Program for teachers to obtain college units (ECE and general education), earn college degrees and obtain/maintain appropriate permits.
- c. Support staff - Early Head Start funding supplements other funding to enable us to provide comprehensive services to all children and their families. Managers lead staff teams with expertise in each service area (health, inclusion, mental health, disabilities, family services, education) to ensure services are provided to help families achieve optimal health, access needed resources and prepare children for success in school. Family Advocates provide case management for these services.
- d. Continuous monitoring, evaluation and evolution - ECI programs continually evolve to meet child, family, community and staff needs. Routine monitoring performed by staff/parents/agency partners ensure the highest level of care. Frequent assessments allow us to develop agency best practices. This cyclical process of continuous organizational growth and development enables us to adhere to new regulations and changing program requirements. Professional development opportunities support staff in adopting and adapting to new policies and procedures.

ECI programs not only welcome, but seek to enroll children with disabilities and other special needs. Our Early Head Start partnership ensures that no less than 10% of children enrolled have special needs:

- a. Accommodations - Once a child with disabilities/special needs applies for services, ECI inclusion specialists are assigned. Inclusion specialists meet with the family, observe the child and gather/compile necessary documentation. The inclusion specialist works with all interested parties, including the Regional Center, local school district or other early intervention provider, to ensure adaptations and modifications are made.
- b. Adaptation - Parents, teachers, and inclusion specialists work together to develop goals that match the ability of the child.
 - Arranging rooms: Environments are arranged to meet individual needs (e.g. removing rug for child that has difficulty walking)
 - Modifying toys: Simple changes can be made to regular toys (e.g. removing every other ring if child has problem stacking, attaching Velcro, plastic mats, etc.)
 - Adaptive equipment: Items are purchased as needed (spoons, sippy cups, adaptive chairs or toys)

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

- Teachers are provided extra time and resources to support individualization and inclusion efforts.
- c. Modifications - The inclusion team also recommends any facility modifications that need to be made, including changes that need to be made to the physical space to accommodate a walker, corner chair or wheelchair. Ramps or special chairs are installed as needed. Children with significant disabilities or medical issues might require additional staff/adult assistance. When early intervention services are provided to an infant/toddler, their schedule is modified and space for services to be delivered is provided in the center.
- d. Child progress is reviewed in collaboration with parents/guardians, teaching staff, inclusion specialists, the family advocate, and early intervention providers. Throughout the program year, the inclusion specialist continues to monitor a child's progress and goals and discuss them with the teaching staff to help further adapt classroom and outdoor activities as part of lesson planning. If the child has significant medical, feeding or development issues, frequent meetings are held to monitor the child's needs and progress.

2. Family Engagement

We value parents as their child's first teachers. ECI staff and programs utilize several resources to ensure supportive family engagement in all aspects of the program:

- a. Family Goals - During the enrollment process, Family Advocates (FAs) and parents meet to develop Family Goals. This provides invaluable information about families and their evolving strengths, challenges and priorities. The process also builds trust to establish and maintain positive, goal-oriented relationships. FAs support families in achieving their goals. Resources and referrals are documented in Child Plus. FAs are located on-site and maintain a caseload of no more than 50 families.
- b. Welcoming Environments - We have an open-door policy that encourages parents to visit and spend time in their child's classroom. We support positive transitions between home and school, such as inviting parents to read stories to their children as part of the drop-off routine. In addition to every day interactions, we schedule a number of parent events (monthly parent meetings, family engagement nights, and parent/teacher conferences.) Parent meeting topics are determined through parent interest surveys and include guest speakers and local resources (WIC sign-ups, supporting father's engagement, nutrition resources, etc.). Resources and information is also shared through center newsletters. Please note that family engagement activities are modified by offering virtual and outdoor options for connection during the COVID-19 pandemic.
- c. Parent surveys - Parent surveys are administered, collected and analyzed at classroom, center, and program levels. Our comprehensive survey enables us to determine how we can best support children and their families in achieving desired results. Data is compiled by CCR Analytics once each year. Program action plans are developed and include modifications in communication, training, support, resources, health and safety and child development.
- d. Policy Council/Parent Committees - ECI is governed by a Policy Council, which acts as the parents' voice in making program decisions. The Policy Council is comprised of parents, with representatives from every center. Parents are elected by their peers to represent their center. The Policy Council meets monthly to review program management reports (fiscal, education, health, mental health, nutrition, updates). This governing body is part of the assessment and

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

action planning process and approves all ECI staff hires and separations. In addition to the Policy Council, every center has a parent committee that is open for all parents to join. These committees plan center level activities and encourage family engagement in the program.

3. Family Education

ECI programs support and expand awareness of early learning and care of children through:

- a. Parent Education Curriculum - Family Advocates (FAs) implement Abriendo Puertas/ Opening Doors, an evidence-based parenting curriculum that works with parents of young children to promote practices that foster children's learning and development, parent leadership and advocacy. In addition to learning about key aspects of child development, the curriculum provides:
 - Parent educational activities at home.
 - Approaches to reading with children, such as discussing stories and pictures.
 - Library use and the many no-cost resources available.
 - Family goals and planning, including family goal attainment and taking time to respond to child behaviors.
 - Parent role modeling and being mindful of how their behavior sets an example for their children.
 - School readiness and the importance of regular attendance.
- b. Events - ECI programs provide an array of workshops and resources to support families, including:
 - Emotion intelligence and trauma training that helps parents understand their own experiences and handle challenging behavioral issues in children (tears, tantrums, aggression, and anxiety.) Parents develop specific tools, reflect on parenting practices and focus on reducing parent stress so they can be closer and more connected to their children.
 - Family Wellness Fairs (annually): Event that focuses on positive parenting and stress reduction. Community organizations set up tables and displaying resources. Parents attend mini-workshops that address child development topics.
 - Parent/teacher conferences (twice/year): The Child's Developmental Progress form is utilized. Child's strengths, opportunities for growth, and examples of how child development can be supported in the home and at school are shared.
 - Ongoing communication includes monthly parent meetings and newsletters.
- c. Partnerships - We are proud to partner with Children's Hospital to bring additional resources to our families:
 - TOPS (Time Out With Pediatricians): Provides an opportunity for parents to meet with pediatricians monthly and discuss specific developmental issues (toilet training, nutrition/feeding, behavior, etc.)
 - Kerry's Kids: volunteer nurses and physician's visit our sites to provide medical care for children and their families, including immunizations, examinations, and referrals for additional services.

These tools and resources help us ensure families support their child's learning and development and that families achieve their goals.

4. Health and Social Services

ECI programs provide comprehensive services that includes health and social services:

- a. Assess child/family health and social service needs - Children receive an array of screenings and assessments (developmental, health, nutrition, speech, language, height, weight, etc.) Well-child preventative health/dental visits are completed and documented as prescribed by the Early and Periodic Screening, Diagnosis and Treatment (EPSDT). This is more frequent than CDE or licensing regulations require. Immunizations, TB tests and health forms are collected and documented in Child Plus. In the event that families lack medical insurance or a medical home, Family Advocates (FAs) support in connecting families with resources. When needed, programs provide Incidental Medical Services plans for children with health and development needs. Family needs assessments are collected as part of the application process and again during the family goal setting. This data allows us to better understand barriers to health (homelessness, unstable home/work, lacking medical home/insurance) and determines how staff can best support children and their families.
- b. Identify and make referrals for services - After receiving assessments, results are analyzed for each child and family. An array of resources are provided, including physician/insurance referrals, nutrition education, information on ages and stages of child developmental, tobacco cessation, employment opportunities, parent education information, etc.). ECI comprehensive service teams (inclusion, health/nutrition, mental health, family services) provide additional support, resources and follow up as needed. FAs, teachers, and parents can request referrals or observations from the comprehensive services team at any time.
- c. Document and confirm agency follow up – Health staff are available to support and monitor to ensure family needs are met and resources provided - Assessments, resources and referrals are documented in Child Plus. Child Plus generates tickler emails when follow up items are due (for example, an FA will get a list of upcoming well baby exams due). Status reports summarize at center level and are reviewed weekly by Area Managers. Program and center summary reports are shared with the management team on a monthly basis. Child and family health are reviewed for follow up as part of our Program Self-Evaluation and remains a topic in all professional development meetings/trainings. Our approaches to supporting families evolve and develop as children, family and community needs change.

Value Category 3: Program Accountability, Program Plans and Results, Staffing, Experience and Performance

1. Program Accountability

ECI has systems, procedures and staff in place to provide comprehensive program accountability. ECI benefits from a strong core administrative staff responsible for the fiscal and programmatic components. The YMCA of the East Bay has an administrative unit that provides fiscal, human resources, information technology, philanthropy/development, marketing oversight and support to the program. In addition, ECI administration consists of:

Executive Director: Responsible for ensuring all California Department of Education (CDE) and Office of Head Start (OHS) requirements, regulations and standards for excellence are met.

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

Director of Fiscal Service: Responsible for overseeing the management of fiscal resources to ensure optimal benefits for children, families and staff. Oversees all fiscal components, including budgeting, financial controls, financial reporting and review.

Director of Field Operations: Responsible for day-to-day operations of all ECI programs. Oversees all programmatic components, including staffing and professional development.

Area Managers: ECI is a large, multi-county program. As such, there are Managers responsible for a geographic region that consists of multiple centers and/or programs. Center Directors report to the Area Managers. They visit, monitor and support centers within their regions on a weekly basis, or more often if needed.

As a result of using federal Office of Head Start funding, additional supports to the program include: Education Manager, Education Analyst, Director of Health and Family Services, Mental Health Manager and Inclusion Manager. Managers are responsible for monitoring their program area(s) for quality and compliance, development of quality improvement plans if needed and using data to inform program planning and operations.

ECI enrollment staff ensure families meet CDE contract requirements:

- a. Applying for services - Families wishing to enroll their children complete a pre-enrollment application indicating their gross monthly income, family size, reason for needing care and other circumstances that may affect their eligibility, such as being a recipient of Child Protective Services, a cash-aid recipient, or experiencing homelessness. ECI staff review pre-enrollment applications for completeness and rank them according to the CDE income ranking table and selection criteria established with the Office of Head Start. Families are contacted for enrollment in rank order, with the neediest families being enrolled first.
- b. Enrolling families - Once selected for enrollment, families meet with well-trained enrollment staff to complete the application for services and submit documents verifying eligibility, need, income, family size and proof of California residency. Staff carefully review these documents, asking for additional/supporting documents and/or calling to verify as needed to ensure all program eligibility and need requirements are met. Information is entered into NoHo (cloud-based software) which generates electronic EESD -9600s and Notices of Action. Once this process is complete, enrollment staff sign the application certifying services. Families who do not provide sufficient supporting documentation to show they meet enrollment requirements will not be certified to receive services.
- c. Training - Enrollment staff receive extensive training upon initial hiring, working closely with the Enrollment Manager and in tandem with seasoned enrollment staff. Ongoing training is provided at monthly staff meetings, professional development days and individually as needed to ensure staff understand program requirements.
- d. Monitoring - Random samplings of enrollment files are monitored by the Managers at regular intervals to ensure contract compliance. Monitoring results drive training topics and are used to strengthen policies and procedures. Children files are monitored by Fiscal Staff as part of our annual Program Self-Evaluation. Child files are also reviewed during our annual agency audit.

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

ECI has adopted the following attendance recording and reporting procedures to ensure contract compliance:

- a. Recording - Each classroom has a tablet that is enabled with an app through Child Plus that is used for signing children in and out each day. Families are taught at the time of program admission to sign the tablet using their full, legal signature when dropping off and picking up children. Signatures are time stamped to record actual arrival and departure times. The tablet is also used to document reasons for absences and signatures. These records are the primary source document for attendance recording purposes.
- b. Reporting absences - In order to maintain compliance, the YMCA has developed an attendance policy to include timely follow-up of absences. Staff are required to contact the family within 1 hour of the program start time to not only ensure the well-being of the child, but to also follow-up on the reason for the absence. Staff are required to notate the reason for the absence immediately in the Child Plus database.
- c. Types of absences - The attendance policy clearly defines excused absences, best interest days and unexcused absences and all staff have received training on how to log absences accordingly. Best interest days and unexcused absences are tracked in the NoHo database to ensure that children do not exceed the maximum allowed per program year.
- d. Scheduled hours - Staff make direct contact with families to provide case management when attendance is not consistent with their scheduled hours or the child is in danger of missing 10 percent of total school days. Families are educated on the importance of consistent attendance and the YMCA attendance policy.
- e. Attendance reports - Fiscal staff prepare monthly attendance reports to determine monthly earnings. NoHo detailed reports allow us to view information at child, classroom and center level and includes adjustment factors, scheduled hours and reported hours. NoHo summary reports are used to complete CDE Quarterly Reports. CDE Quarterly Reports are prepared by the Director of Fiscal Services, reviewed/approved/and signed by the Program Director, and submitted to CDE on/before the established deadline.
- f. Evaluation and Monitoring - Attendance recording and reporting is part of our annual Program Self Evaluation. Attendance records, sign in sheets and CDE Quarterly Reports are reviewed as part of our agency annual audit, and CDE Single Audits are completed. AUD forms and audited financial statements are submitted to CDE annually.

2. Program Plans and Results

ECI programs identify individual and group needs of the children, plans and incorporates the results into classroom activities:

- a. Assessing classroom activities - Family home visits enable parents and teachers to determine how they can best support each child's growth and development. Ages and Stages screening tools (Developmental and Social/Emotional) are completed during this visit. ECI infant and toddler programs follow primary caregiving models, with a dedicated teacher responsible for all caregiving needs for a small group of children (3-4, depending on age). Child growth and development is tracked through observations that are recorded throughout the program day in Learning Genie (cloud based DRDP tracking system) and feeds the Desired Results Developmental Profile (DRDP). Results from the DRDP are compiled three times each year. When concerns are identified, ECI health/mental health/inclusion/disability specialists

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

provide support. Individualized needs and services are tracked using Child Plus (cloud-based software program).

- b. Planning classroom activities/Routines - Data from individual/group DRDPs drive program planning. Teaching teams work together to complete weekly lesson plans for classroom activities. Lesson plans align with Creative Curriculum and link to individual and group DRDP indicators. Lesson plans are individualized, allowing for scaffolding as needed. Lesson plans include specific activities, materials needed, changes to the environment and key indicators to observe. Lesson plans are posted in each room for parent review and input. DRDP assessment plans are completed two times per year at child, classroom, center and agency level. These action plans address environments, scheduling, and training. Routines are especially important to establish for infants/toddlers and class schedules are posted in each room. Routines are also based on child needs.
- c. Incorporating individual/group needs - Classroom activities are planned for children within the framework of the Creative Curriculum. For infants and toddlers, care giving routines are a large part of the curriculum. Sleep, nourishment, and sensory stimulation are more important in infancy than during any other period. Responsive care giving establishes the security that the youngest children need in order to freely explore their classroom environment and materials. As children grow and develop, primary caregivers adjust the schedule and activities to provide opportunities for growth. Teachers plan projects for each class that can last from weeks to months depending on child interest.

ECI programs identify individual and group needs of the children, plans and incorporates results into indoor/outdoor environments:

- a. Assessing classroom environments to meet individual and group needs - Each classroom is assessed using the Infant Toddler Environmental Rating Scale (ITERS), which is completed annually by a team of teachers, directors, and education coaches. Parents are also invited to participate in this process. Health and Safety Screeners are completed quarterly by a team of program managers and facilities staff. Frequent classroom observations are made by inclusion and mental health specialists to ensure environments meet children's individual needs. Results from these assessments are used to guide room arrangement, scheduling, professional development, program planning and agency resources.
- b. Planning classroom environments - Indoor and outdoor environments are planned to ensure:
 - Safety: developmentally appropriate equipment, non-toxic materials, non-slip floors and stable furniture.
 - Health: separate diapering areas, easy to clean surfaces and appropriate heat/light/ventilation and acoustics.
 - Comfort: soft/natural colors, natural light, fresh air, soft surfaces (rugs, pillows).
 - Convenience: materials that can be seen and easily accessed by children and teachers.
 - Classrooms are frequently assessed and ITERS Action Plans drive professional development opportunities.
 - Please note that classroom environments have been modified for maximum health and safety and ability to easily disinfect furniture and items during the COVID-19 pandemic.
- c. Incorporating individual/group needs - Indoor and outdoor environments are designed to fit infants and toddlers so they can reach what they need and explore what interests them.

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

Classroom environments are structured with learning areas outlined by the Creative Curriculum using safe and age appropriate furniture and materials. Changes needed to the classroom environment are noted in lesson plans (for example, adding fabrics with a variety of colors and textures to the dramatic play area when children are exploring clothes). Individual needs are also taken into consideration. As the children develop, the environment evolves and become more challenging to help children develop new skills. Infants and toddlers with disabilities are fully included in the program.

ECI programs identify individual and group needs of the children, plans and incorporates results into teacher/child interactions:

- a. Assessing teacher/child interactions - Respectful and responsive relationships are key to supporting infant and toddler development. We ensure meaningful teacher/child interactions by assessing these interactions. Experienced Education Coaches visit classrooms to monitor, assess, support and scaffold teacher development. Inclusion Specialists and Mental Health Specialists visit classrooms routinely to ensure individual child needs are met. There is a high level of communication between primary care teachers and families during the infant and toddler years, as information regarding the child's changing needs and routines is exchanged on a daily basis. Family satisfaction is assessed using a comprehensive parent survey. Parents also provide feedback during formal/informal parent meetings and during Policy Council Meetings. Center directors and managers assess infant/toddler/staff interactions using a tool based on CLASS and PITC. This tool is used to inform professional development and ensure high quality interactions are at the core of the program.
- b. Planning for positive interactions - Infant and toddler learning happens in the context of their relationships with adults.
 - Primary caregiving: Infants/toddlers are cared for in small groups with dedicated, primary caregivers responsible for all of their daily routines.
 - Teacher/child interactions: Teacher/child relationships are built on moment-to-moment interactions. Daily routines provide opportunities for children to establish trust and develop language, social-emotional, and motor skills.
 - Teacher/family interactions: Strong teacher/family relationships support respectful and responsive care in the classroom. Home visits and frequent communication enable parents and teachers to understand how family/child communication and care routines happen at home.
 - Assessments of interactions drive professional development opportunities.
- c. Incorporating individual/group needs - Children's development in all areas is enhanced by respectful and responsive relationships with caregivers. Teachers demonstrate respectful and responsive care that is unique to each child. Routines provide opportunities (for example, diapering occurs on-demand for each child and teachers engage and talk with the child throughout the process.) Family home language is valued and affirmed in the classroom, and children are paired with teachers who speak their home language whenever possible. Inclusion/health/mental health specialists support with individualization efforts.

3. Staffing

ECI uses multiple methods to recruit, employ and retain the most qualified staff. In this low unemployment time, the YMCA has to be strategic and creative.

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

- a. **Recruitment** - ECI staff are recruited through local community colleges, universities and job fairs. We advertise through Indeed. We also recruit staff from our apprenticeship program, which includes the recruitment of current or former parents in our program. The YMCA Early Educator Apprentice Program is a registered apprenticeship that allows us to recruit new/entry level staff and to provide them with tools and resources needed to become early childhood educators. It also supports incumbent staff who wish to improve their skills, education and earn degrees and credentials. Apprenticeship classes are offered on-site at ECI centers or virtually and available at no cost to participants. Apprentices are provided with paid tuition, books, tutoring and childcare for evening classes. The apprenticeship has three tiers, allowing a career path: a) 12 units/Associate Teacher Permit), b) AA degree/Teacher Permit and c) BA degree/Site Supervisor Permit. Most entry level apprentices continue to the next tier/level due to salary increases and job satisfaction. This program is funded through a public-private partnership (First 5, Alameda County Social Services and Tipping Point Foundation).
- b. **Employment** - ECI has a Workforce Manager with two specialists who are responsible for recruiting and on-boarding new employees, tracking and monitoring paperwork, permits and health requirements. The YMCA offers competitive salaries and benefits, including health and dental plans. Our staff benefit from an excellent retirement plan. ECI teaching and Family Advocate staff are represented by the Service Employees International Union (SEIU). A salary scale is in place and salaries increased regularly based on state and federal funding depending on education and experience of staff. In addition, all staff receive YMCA family memberships to all YMCA Bay Area health clubs. Staff are assessed regularly to ensure they meet the highest qualification for the position and are encouraged to take classes, attend training and are supported in these efforts.
- c. **Retention** - Many of our staff have been with the program for over 10 years. Staff who leave often return because of the benefits, camaraderie and program quality. Salaries increase the longer the person stays with the Y, thereby rewarding longevity and retention in the program. In addition, we are implementing more staff wellness efforts at all staff development days and once a year we celebrate staff accomplishments.
- d. ECI programs implements the following processes to meet or exceed **adult-child ratios**:
 - Hire qualified staff - ECI programs hire enough staff to meet infant and toddler ratios, 1:3 and 1:4 respectively. The majority of these staff possess, at minimum, an Associate Teacher permit with 3 units in infant/toddler development. As outlined above, we offer competitive salaries and great benefits to attract qualified teachers. The apprenticeship program also supports classrooms by providing extra adults. Apprentices are placed in early education classrooms as part of their practicum experience in earning their Associate Teacher permits. They are not counted as part of the ratio, but help the program to exceed the required staffing patterns. There are currently 40 apprentices working in various early learning classrooms at this time.
 - Analyze child contracted and attendance hours - Child contracted and attendance hours are considered when determining the number of staff needed and what hours they will work. NoHo (our enrollment software) populates Child Ratio Schedules (CD-3705). This worksheet shows us the number of teachers, aides and children present for each hour.

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

- Conduct hourly head counts - Hourly head counts are performed to ensure adult-child ratios are met. These counts are completed electronically on the tablets where the child signs in, and also on small dry erase boards in the classroom.
 - Coordinate substitutes - ECI maintains a pool of substitute teachers. We have a dedicated position that schedules substitutes as needed to ensure ratios are met.
 - Group sizes - the YMCA maintains group sizes of 8-9 for all infant toddler classes with two to three qualified staff (minimum associate teacher permit) in each group. Floaters are hired at each center to cover staff during breaks and nap times.
- e. **Professional Development** - The YMCA offers a comprehensive staff development program that supports personnel in their participation in a professional career path from entry level to BA and to graduate studies. Through the acquisition of coursework, degrees, permits and on-the-job training, employees are supported in their efforts to learn, grow and improve their skills in working with children and families.
- Identification of staff training needs - Prior to hiring, all staff transcripts, degrees and permits are assessed with their experience to determine the highest level of competence, skill and qualification for the position they are seeking to fill. Upon hiring, an individual professional development plan is created with the supervisor to identify what the employee needs in the first 30-60-90 days. This is updated annually as part of the employee evaluation/performance process.
 - New employee orientation - There are three employee orientations - an online orientation to the YMCA, the benefits, personnel policies and procedures; a second to the Early Childhood Impact program. This is a full-day orientation prior to entering into the center or classroom and provides information on our program, funding sources, opportunities for professional development. It also provides information on basic health and safety and program services. The third orientation happens at the center level with the supervisor. For teaching staff, they spend time in classrooms and get to know the staff and children. The supervisor or co-teacher orients the new teacher to the paperwork processes. The Education Analyst provides technical assistance on ASQs, DRDPs and use of Learning Genie, as well as how to use tablets for sign in/out and meal counts. Curriculum training is conducted several times a year as well.
 - Staff development opportunities - There are two days each August for pre-service training - this kicks off the new school year with basic training for new employees, with more advanced training for senior or experienced staff. Annual mandatory trainings are conducted at this time such as: child abuse prevention, medication administration, Integrated Pest Management, etc. In addition, there are quarterly training days that are used for lesson planning, curriculum, handling challenging behavior, working with children with special needs, trauma-informed approaches, etc. Staff are encouraged to take classes, attend conferences and workshops - locally and beyond. First 5 provides a lot of staff development opportunities and staff do take advantage of that to complete their professional development hours for their permits, as well as for Quality Counts.

4. Experience and Performance.

For almost 50 years, the YMCA has operated subsidized early learning programs with state and federal funding. The YMCA directly operates 21 early learning centers in four counties and

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

partners with an additional 4 centers, serving over 1,200 children birth to 5 through Early/Head Start and California Department of Education/Social Services (CDE/DSS) funding. Most sites serve families with children birth to 5 years, operate full-day, full-year to meet the needs of working families, and are fully inclusive, serving at least 10% children with disabilities. The YMCA has demonstrated its capacity to operate high quality infant, toddler and preschool programs through continuous awards of state and federal funding, successful reviews and audits over many years, and the ability to generate resources, training and support for the program. The YMCA is known for innovative and creative partnerships with other agencies that uniquely meet community needs.

The YMCA currently has three federal Head Start grants and two subcontracts to provide services to children and families in the East Bay, including the City of Oakland and seven contracts with the California Departments of Education and Social Services, totaling over \$30,000,000.

The YMCA participates in the Alameda County QRIS. All classes/centers are assessed by independent assessors using a variety of tools including *Environmental Rating Scales* and *Classroom Assessment Scoring System (CLASS)*. Most YMCA classes scored in the high to extremely high-quality range (4's and 5's).

The YMCA has been formally monitored by the California Department of Education, the Office of Head Start and the Child and Adult Care Food program over the past several years. All recent reviews had either no or minor findings that were corrected immediately.

The YMCA has effective financial management systems in place to ensure internal controls are set up to safeguard federal, state and local assets and ensure reliable, accurate and timely information and are designed to help ensure compliance with federal, state and local laws and regulations. The activities are set up to prevent or deter instances of error and fraud and detect undesirable outcomes after the fact. Management is responsible for maintaining an adequate system of internal controls and communicating the expectations and duties of staff as part of a control environment. Staff and operating personnel are responsible for carrying out the internal control activities. Fiscal management personnel are fully adequate to maintain accounting records and internal controls.

The YMCA Board of Directors has several fully qualified fiscal members who participate on the Board's finance committee. They have expertise in banking, accounting, development and investment. The finance committee monitors profit and loss statements, monitors early childhood income, expenses and credit card reports and guides financial strategy for the organization. The Board also has an audit committee who has the primary responsibility of selecting an auditor with expertise, knowledge and capacity to perform the audit. The YMCA has had no audit findings and any recommendations made by the auditors are implemented expeditiously.

Value Category 4: Ability to Deliver Proposed Solution and References

1. Company Profile

a. Provide the following information about your company (see Exhibit A: STANDARD FORM RESPONSE)

- Company Headquarters: YMCA of the East Bay (formerly YMCA of the Central Bay Area, Berkeley YMCA), 2330 Broadway, Oakland, CA 94612, www.ymcaeastbay.org
- Early Childhood Impact (ECI) Branch is located at 2009 Tenth St., Berkeley, CA 94710, 510-848-9092
- Services for this proposal will be located at the following licensing centers:
 - Eastlake Early Learning Center – 1612-45th Ave., Oakland, CA 94601, 510-534-7441, Center Director – Lovette Trammel
 - 21st Street Early Learning Center – 756-21st St., Oakland, CA 94612, 510-272-0669, Center Director – Pamela Williams

b. History of the company

The mission of the YMCA of the East Bay is to bring people together in pursuit of spiritual, mental and physical growth, to build community, and to serve. Since 1903, the YMCA has been bringing families and the community together in a motivated and fun environment to learn, play, and grow. Our many programs and facilities are based on the unique needs and interests in the communities we serve. The Y staff, volunteers, members, and supporters all share a commitment to youth, improving health, and giving back to our neighborhoods. Driven by an inclusive and visionary leadership, and a robust strategic plan, the organization has grown steadily over the last two decades.

On July 1, 2017 YMCA of the Central Bay Area and YMCA of the East Bay merged to become YMCA of the East Bay. Both YMCAs have deep roots and a strong presence in the communities they serve. By combining resources, the Y is able to deepen impact and expand services. The YMCA serves 80,000 children, youth and adults each year in the cities of Albany, Berkeley, Emeryville, Pleasant Hill, Oakland and Richmond as well as the surrounding communities.

Three highly important priorities emerged from the new YMCA of the East Bay:

1. **Early Childhood Impact** providing transformational birth – 5-year-old programs for children and families in low-income neighborhoods. Our strategy is to ensure all infants, toddlers and preschoolers are ready for kindergarten by age five.
2. **Out of School Time** supporting youth in developing academic, physical, and social skills. Our strategy is to ensure all youth, especially those from underserved communities, participate in high quality afterschool and summer enrichment opportunities designed to build character, focus, teamwork, leadership, and good study habits. In the summer months' youth have the opportunity to keep their minds and bodies active in day and overnight camps and summer learning programs.
3. **Healthy Living for All** is the Y's commitment to improving the health of our communities by offering people of all ages ways to manage, maintain, and regain health.

YMCA of the East Bay

Response to RFP No. 21-106ECE - NARRATIVE

By utilizing one of our five health and wellness facilities members can interact with caring, professional staff, use state of the art equipment, swimming pools, and a wide range of classes and sports programs.

While striving to meet the health and wellness needs of a large and very diverse population, the YMCA of the East Bay prioritizes serving underserved communities, with a special focus on underserved youth. YMCA of the East Bay youth programming spans child care and Head Start programs, to a rich array of swim, after school and summer camp programming, to its Teen Center, which provides academic enrichment, tutoring, college prep, job and digital arts training, and more. While many of our programs reflect trends across the country, our primary responsibility is to our service area of Alameda and Contra Costa counties. The YMCA prides itself on maintaining a local vision and applying new program concepts and development strategies that respond to the needs of our members, partners and neighbors.

The YMCA corporate office is located in downtown Oakland, with 5 health branches in Oakland, Berkeley, Albany, Richmond and Pleasant Hill, a teen center in Berkeley, subsidized child care in Alameda and Contra Costa Counties (Hayward, Oakland, Emeryville, Berkeley, Richmond, Rodeo and surrounding communities). The YMCA Early Childhood Impact Branch has two offices (Berkeley and Richmond) and 21 early learning centers in four counties (Alameda, Contra Costa, Yolo and Sacramento) serving 1200+ children and families each year with over 350 employees.

- c. Please attach evidence that supports the viability of the company for the duration of the contract (**See Exhibit J: YMCA Financial Statements and Single Audit 2019-2020**)
- d. All Proposers must provide the following information: (**see EXHIBITS**)
 - A Certificate of Insurance, attached hereto as **Exhibit B**
 - A completed Workers' Compensation Certificate form, attached hereto as **Exhibit C**
 - A completed Fingerprinting Certification form, attached hereto as **Exhibit D**
 - A completed Non-Collusion Declaration form, attached hereto as **Exhibit E**
 - A response to the Piggyback Clause form, attached hereto as **Exhibit F**
 - A completed Authorized Vendor Signature form, attached hereto as **Exhibit G**

2. Professional Qualifications

a. Summary of the Organization's Overall Qualifications and Capacity

The YMCA of the East Bay has been successfully operating subsidized child development and Early/Head Start programs for almost 50 years. We maintain the highest quality standards that are documented through positive federal and state reviews, audits with no findings or recommendations and continued funding through a variety of public and private sources to enhance program services for children and families. The YMCA is currently and has been a subcontractor for subsidized child care and Head Start slots with Oakland Unified, Contra Costa Community Service Bureau and Kidango, Inc. serving 100's of children and their families in the East Bay. We have the administrative and programmatic structures and systems in place to operate this CCTR subcontract effectively and efficiently serving Oakland communities most in need.

YMCA of the East Bay
Response to RFP No. 21-106ECE - NARRATIVE

b. **References.** See **EXHIBIT I: REFERENCES**

Exhibits

Exhibit A: Standard Form Response
Exhibit B: Certificate of Insurance
Exhibit C: Worker's Compensation Certificate
Exhibit D: Fingerprinting Certification Form
Exhibit E: Non- Collusion Declaration
Exhibit F: Piggyback Clause
Exhibit G: Authorized Vendor Signature
Exhibit H: Proposal Price Form and Sample OUSD CCTR Subcontract Revenue
Exhibit I: References
Exhibit J: YMCA Financial Statements & Single Audit 2019-2020
Exhibit K: Service Calendar
Exhibit L: Data Request – OUSD Data Privacy and Management Agreement
Exhibit M: Terms and Conditions
Exhibit N: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

YMCA OF THE EAST BAY
Response to RFP No 21-106ECE
Proposer/Vendor Forms Checklist

EXHIBITS

Contents

EXHIBIT A: STANDARD FORM RESPONSE	2
EXHIBIT B: INSURANCE	3
EXHIBIT C: WORKERS COMPENSATION CERTIFICATE	12
EXHIBIT D: FINGERPRINTING CERTIFICATION	14
EXHIBIT E: NON-COLLUSION DECLARATION	17
EXHIBIT F: PIGGYBACK CLAUSE	18
EXHIBIT G: AUTHORIZED VENDOR SIGNATURE.....	19
EXHIBIT H: PROPOSAL PRICE FORM AND SAMPLE OUSD CCTR SUBCONTRACT REVENUE	20
EXHIBIT I: REFERENCES	28
EXHIBIT J: YMCA FINANCIAL STATEMENTS AND SINGLE AUDIT 2019-2020.....	31
EXHIBIT K. SERVICE CALENDAR	32
EXHIBIT L: DATA REQUEST - OUSD DATA PRIVACY AND MANAGEMENT AGREEMENT	33
EXHIBIT M: TERMS AND CONDITIONS	36
EXHIBIT N: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.....	40

EXHIBIT A: STANDARD FORM RESPONSE

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal
YMCA of the East Bay, 2330 Broadway, Oakland, CA 94612
(formerly known as YMCA of the Central Bay Area, Berkeley YMCA)
Contact: Melanie Mueller, Executive Director
2. Tel: 510-809-2261 Website: www.ymcaeastbay.org Email: mmueller@ymcaeastbay.org
3. Is the Company a Certified Oakland Small Business? Yes **No**
4. Type of Company: (check one) Individual Partnership **Corporation**
5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
Fran Gallati, President/CEO	Oakland, CA	510-333-3208
Cheri Mezzapelle, VP, CFO	Oakland, CA	925-451-4102
Nailah Thompson, MD, Board Chair	Oakland, CA	415-336-0197
Matthew Burrows, Board Secretary	Oakland, CA	510-325-7970
Craig Fendel, Board Treasurer	Oakland, CA	510-524-2487

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
Melanie Mueller, Exec Director	Oakland, CA	510-809-2261
Anita Retzinger, Fiscal Director	Oakland, CA	510-708-0303
Carla Cooper, Director Field Ops	Oakland, CA	510-508-2261

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years? Yes **No**
2. Has your company ever had a contract terminated for convenience or default in the prior five years? Yes **No**
3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? Yes **No**
4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency? Yes **No**

EXHIBIT B: INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., # 0726293 1255 Battery Street #450 San Francisco CA 94111	CONTACT NAME: Veronica DeFalco	
	PHONE (A/C, No, Ext): 415-536-8467	FAX (A/C, No):
INSURED YMCA of the East Bay aka YMCA of the Central Bay Area 2330 Broadway Oakland CA 94612-2415	E-MAIL ADDRESS: veronica_defalco@aig.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: NOVA Casualty Company	
	INSURER B: Cypress Insurance Company (CA)	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1976748270

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CFY-ML-10000016-04	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse - Aggregate \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			CFY-AU-10000013-04	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp.Deduct-\$100 \$ Coll \$1000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CFY-UM-10000013-04	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	YMWC202098	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Services Professional Abuse & Molestation (also NOVA)			CFY-ML-10000016-04	7/1/2021	7/1/2022	Per Occ/Agg \$1M/\$3M Per Occ/Agg \$1M/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oakland Unified School District is included as additional insured as respects General Liability per attached endorsement where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**Oakland Unified School District
1000 Broadway, Ste. 640-Laurel Conf. Room
Oakland CA 94607-4099

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,

Paragraph 2. Exclusions is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to aircraft chartered with crew to any insured.
- b. This exception provision does not apply if the chartered aircraft is owned by any insured.
- c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. NON OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

4. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

5. DAMAGE TO PREMISES RENTED TO YOU

- a. The last Paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1) \$1,000,000; or
- (2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY

- a. The following is added to subparagraph (4) of j. **Damage To Property**:

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

b. The following is added to SECTION III – LIMITS OF INSURANCE:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.

7. Paragraph 2. Exclusions is amended to add the following exclusion:

Willful Violation Of A Penal Code Or Statute

"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended as follows:

1. Subparagraph a. Knowing Violation Of Rights Of Another is amended to add the following:

This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.

2. Subparagraph e. Contractual Liability is deleted and replaced by the following:

- e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.**

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:

- 1. The limit in subparagraph b. is increased to \$2,500.**
- 2. The limit in subparagraph d. is increased to \$500 a day.**

D. ADDITIONAL INSURED

1. SECTION II - WHO IS AN INSURED is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage" or "personal and advertising injury".

- a. This endorsement applies only if the written contract or written agreement is:**

- (1) Currently in effect or becomes effective during the term of this Policy; and**
- (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".**

- b. The insurance afforded to such additional insured only:**

- (1) Applies to the extent permitted by law; and**
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.**

2. The insurance provided to the additional insured by this endorsement applies as follows:

- a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:**

- (1) In connection with your premises owned by or rented to you; or**
- (2) In the performance of your ongoing operations.**

- b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:**

COMMERCIAL GENERAL LIABILITY

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.

- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
- d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
 - (2) The construction, erection or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
- e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
- g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
- h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

 - (1) Any "occurrence" that takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
- i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
 - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or

As respects Paragraph j.(2) above, this insurance does not apply to:

 - (4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
 - (5) Any "occurrence" which takes place after you cease to be a tenant in that premises.

COMMERCIAL GENERAL LIABILITY

- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (1) This insurance afforded to the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.
- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.
3. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
4. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.
5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection D. **ADDITIONAL INSURED**s does not apply to such person(s) or organization(s).
6. Paragraph 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:
- For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

E. SECTION II - WHO IS AN INSURED is amended as follows:

1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

COMMERCIAL GENERAL LIABILITY

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:
 - (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
 - (2) When acting within the scope of their employment by you.Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
 - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
 - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

- a. The last Paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.b. Excess Insurance is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs 2.a. and 2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;

COMMERCIAL GENERAL LIABILITY

- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph 6. **Representations:**

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. SPECIAL EVENT PREMIUM RATING

The following is added:

Special Event Premium Rating

- a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and

- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

- b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in 3.a.(1) or 3.a.(2) above;

- (2) Any parade, fair or carnival; or

- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph 8. **Transfer Of Rights of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph 3. is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph 14.b. is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:

- i. Any insured; or

- ii. Any executive officer, director, stockholder, partner or member of any insured organization;

- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;

- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

- ruling;
 (d) Not arising out of any "advertisement" by the insured.

3. INSURED CONTRACT

- a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:
 - a. A contract for a lease of premises.
- b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. PRODUCTS-COMPLETED OPERATIONS HAZARD

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

- 5. "Discrimination" means:
 - a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
 - b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.
- 6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.
- 7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
- 8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

EXHIBIT C: WORKERS COMPENSATION CERTIFICATE

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.


Contractor Name: YMCA of the East Bay

By Melanie Mueller

Signature of Authorized Signer _____

Title of Signor Executive Director

By _____



Signature of Authorized Signor

Executive Director

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

EXHIBIT D: FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

The YMCA of the East Bay acknowledges and certifies as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Oakland, California, on August 26, 2021.

Melanie Mueller

2330 Broadway, Oakland, CA 94612

Typed or Printed Name

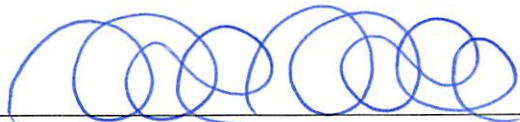
Address

Executive Director

510-809-2261

Title

Telephone Number



Signature

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with

a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EXHIBIT E: NON-COLLUSION DECLARATION

I, Melanie Mueller, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

August 26, 2021

Date

YMCA of the East Bay

Name of Vendor

Melanie Mueller, Executive Director

Printed Name of Authorized Company Representative



Signature of Authorized Company Representative

EXHIBIT F: PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted (☐) YES

Option Granted (☒) NO

EXHIBIT G: AUTHORIZED VENDOR SIGNATURE

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.


August 26, 2021	 , Executive Director	Melanie Mueller
Date	Signature/Title	Type or Print Name
YMCA of the East Bay	2330 Broadway	Oakland, CA
Name of Company	Address	City and State
510	809-2261	510-848-0103
Area Code	Telephone #	Fax #
94-1156635		
Federal Tax ID Number		

EXHIBIT H: PROPOSAL PRICE FORM AND SAMPLE OUSD CCTR SUBCONTRACT REVENUE

Service Description:

Annual Pricing:

Subcontract for CCTR services

\$2,257,935.16 *

Total Annual Amount of Proposal:

\$2,257,935.16 *

Additional Fees or Special Request Costs:

n/a

** Reimbursement and revenue are based on each individual child's reimbursement rate, as outlined in Funding Terms and Conditions. The YMCA can serve less children, depending on CCTR contract available through OUSD. Amount listed only reflects YMCA share of earnings on CCTR reimbursement from CA Dept. of Social Services.*

Signature



Print Name:

Melanie Mueller

Title:

Executive Director

Company Name:

YMCA of the East Bay

Print Name:

Melanie Mueller

Date:

August 26, 2021

EXHIBIT H. SAMPLE OUSD CCTR SUBCONTRACT REVENUE

OUSD and YMCA SUB-CONTRACT EXAMPLE

Center	Eastlake	21st Street	Combined
Enrolled Children CCTR (0-3)	50	40	90
CCTR Adjusted Enrollment per day	101.52	77.12	178.64
Annual Reimbursement from CA DSS	\$ 1,387,211.35	\$ 1,053,799.64	\$ 2,441,010.99
OUSD Revenue	\$ 104,040.85	\$ 79,034.97	\$ 183,075.82
YMCA Revenue	\$ 1,283,170.50	\$ 974,764.67	\$ 2,257,935.16

Reimbursement and revenue are based on each individual child's reimbursement rate, as outlined in Funding Terms and Conditions. The YMCA can serve less children, depending on CCTR contract available through OUSD.

Worksheet A-1 Full-Day/Full-Year Certified Enrollment Information and Funds Requested

Site Specific Information

Instructions

Applicants must complete, print, and submit this worksheet for each proposed site.

Duplicate this page if more than one site is proposed.

Duplicate tab by right-clicking tab, selecting "Move or Copy", then select "Create a Copy," and select "OK."

Site Information

Information Requested	Information To Complete
County:	Alameda
Site Name:	Eastlake
Site Address/City/Zip:	1612 45th Avenue, Oakland, CA 94612
Number of Classrooms:	6
License Number:	13423039, 13423040
License Type:	0-3, 2-5 (2 year olds on preschool license)
License Capacity:	34, 60
Agency Name:	YMCA of the East Bay

Worksheet A-2 Full-Day/Full-Year Certified Enrollment Information and Funds Requested

Site Specific Adjusted Child Days of Enrollment

Instructions

Applicants must complete, print, and submit this worksheet for each proposed site.

Duplicate this page if more than one site is proposed.

Duplicate tab by right-clicking tab, selecting "Move or Copy", then select "Create a Copy," and select "OK."

Manually enter the number of certified children you expect to enroll per day in each category.

If serving non-certified children in the program, also complete Worksheet A-4 for adjusted non-certified enrollment.

This sheet calculates Total Adjusted Child Days of Enrollment per day. Reference the RFA Instructions for more information.

Site Name/Agency Name:

Eastlake

Site Specific Child Enrollment Categories

Child Enrollment Categories	Total Certified Children per day	Adjustment Factor	Total Adjusted Child Days of Enrollment per day
Infants (up to 18 months):			
Full-time-plus (10.5 hours and over)	0	2.8792	0.0000
Infants (up to 18 months):			
Full-time (6.5 hours to under 10.5 hours)	18	2.4400	43.9200
Infants (up to 18 months):			
Three-Quarters-time (4 hours to under 6.5 hours)	0	1.8300	0.0000
Infants (up to 18 months):			
One-half-time (under 4 hours)	0	1.3420	0.0000
Toddlers (18 up to 36 months):			
Full-time-plus (10.5 hours and over)	0	2.1240	0.0000
Toddlers (18 up to 36 months):			
Full-time (6.5 hours to under 10.5 hours)	32	1.8000	57.6000
Toddlers (18 up to 36 months):			
Three-Quarters-time (4 hours to under 6.5 hours)	0	1.3500	0.0000
Toddlers (18 up to 36 months):			
One-half-time (under 4 hours)	0	0.9900	0.0000
Three Years and Older:			
Full-time-plus (10.5 hours and over)	0	1.1800	0.0000
Three Years and Older:			
Full-time (6.5 hours to under 10.5 hours)	0	1.0000	0.0000
Three Years and Older:			
Three-Quarters-time (4 hours to under 6.5 hours)	0	0.7500	0.0000
Three Years and Older:			
One-half-time (under 4 hours)	0	0.5500	0.0000
Exceptional Needs:			
Full-time-plus (10.5 hours and over)	0	1.8172	0.0000
Exceptional Needs:			
Full-time (6.5 hours to under 10.5 hours)	0	1.5400	0.0000
Exceptional Needs:			
Three-Quarters-time (4 hours to under 6.5 hours)	0	1.1550	0.0000
Exceptional Needs:			
One-half-time (under 4 hours)	0	0.8470	0.0000
Limited and Non-English Proficient:			
Full-time-plus (10.5 hours and over)	0	1.2980	0.0000
Limited and Non-English Proficient:			
Full-time (6.5 hours to under 10.5 hours)	0	1.1000	0.0000
Limited and Non-English Proficient:			
Three-Quarters-time (4 hours to under 6.5 hours)	0	0.8250	0.0000
Limited and Non-English Proficient:			
One-half-time (under 4 hours)	0	0.6050	0.0000
At Risk of Abuse or Neglect:			
Full-time-plus (10.5 hours and over)	0	1.2980	0.0000
At Risk of Abuse or Neglect:			
Full-time (6.5 hours to under 10.5 hours)	0	1.1000	0.0000
At Risk of Abuse or Neglect:			
Three-Quarters-time (4 hours to under 6.5 hours)	0	0.8250	0.0000
At Risk of Abuse or Neglect:			
One-half-time (under 4 hours)	0	0.6050	0.0000
Severely Disabled:			
Full-time-plus (10.5 hours and over)	0	2.2774	0.0000
Severely Disabled:			
Full-time (6.5 hours to under 10.5 hours)	0	1.9300	0.0000
Severely Disabled:			
Three-Quarters-time (4 hours to under 6.5 hours)	0	1.4475	0.0000
Severely Disabled:			
One-half-time (under 4 hours)	0	1.0615	0.0000
Total:	50	N/A	101.5200

Worksheet A-3 Full-Day/Full-Year Certified Enrollment Information and Funds Requested

Site Specific Funds Requested

Instructions

Applicants must complete, print, and submit this worksheet for each proposed site.

Manually enter the Days of Operation (minimum of 246 days) from your calendar (Line 2).

Once the Days of Operation field is completed, the other fields will calculate and auto-populate.

Total Adjusted Child Days of Enrollment per day (Line 1) will be multiplied by the Total Days of Operation (Line 2).

This will calculate the Total Annual Adjusted Child Days of Enrollment (Line 3).

This total will automatically be multiplied by the Standard Reimbursement Rate (Line 4) to calculate the Funds Requested (Line 5) for this site.

Site Name/Agency Name:

Eastlake

Site Specific Funds Requested Calculation

Total Adjusted Child Days of Enrollment per day (Line 1)	Total Days of Operation (From Full-Day Calendar Total: Minimum 246 Days) (Line 2)	Total Annual Adjusted Child Days of Enrollment (Line 3)	Daily Rate (Line 4)	Funds Requested (Line 5)
101.5200	246	24,973.9200	\$ 55.55	\$ 1,387,211

OUSD Reimbursement \$ 104,040.85

YMCA Reimbursement \$ 1,283,170.50

Worksheet A-1 Full-Day/Full-Year Certified Enrollment Information and Funds Requested

Site Specific Information

Instructions

Applicants must complete, print, and submit this worksheet for each proposed site.

Duplicate this page if more than one site is proposed.

Duplicate tab by right-clicking tab, selecting "Move or Copy", then select "Create a Copy," and select "OK."

Reference the RFA Instructions for more information.

Site Information

Information Requested	Information To Complete
County:	Alameda
Site Name:	21st Street
Site Address/City/Zip:	756 21st Street, Oakland, CA 94612
Number of Classrooms:	5
License Number:	13419483, 013419475
License Type:	0-3, 2-5
License Capacity:	36, 103 (2 year olds on preschool license)
Agency Name:	YMCA of the East Bay

Worksheet A-2 Full-Day/Full-Year Certified Enrollment Information and Funds Requested

Site Specific Adjusted Child Days of Enrollment

Instructions

Applicants must complete, print, and submit this worksheet for each proposed site.

Duplicate this page if more than one site is proposed.

Duplicate tab by right-clicking tab, selecting "Move or Copy", then select "Create a Copy," and select "OK."

Manually enter the number of certified children you expect to enroll per day in each category.

If serving non-certified children in the program, also complete Worksheet A-4 for adjusted non-certified enrollment.

This sheet calculates Total Adjusted Child Days of Enrollment per day. Reference the RFA Instructions for more information.

Site Name/Agency Name:

21st Street

Site Specific Child Enrollment Categories

Child Enrollment Categories	Total Certified Children per day	Adjustment Factor	Total Adjusted Child Days of Enrollment per day
Infants (up to 18 months): Full-time-plus (10.5 hours and over)	0	2.8792	0.0000
Infants (up to 18 months): Full-time (6.5 hours to under 10.5 hours)	8	2.4400	19.5200
Infants (up to 18 months): Three-Quarters-time (4 hours to under 6.5 hours)	0	1.8300	0.0000
Infants (up to 18 months): One-half-time (under 4 hours)	0	1.3420	0.0000
Toddlers (18 up to 36 months): Full-time-plus (10.5 hours and over)	0	2.1240	0.0000
Toddlers (18 up to 36 months): Full-time (6.5 hours to under 10.5 hours)	32	1.8000	57.6000
Toddlers (18 up to 36 months): Three-Quarters-time (4 hours to under 6.5 hours)	0	1.3500	0.0000
Toddlers (18 up to 36 months): One-half-time (under 4 hours)	0	0.9900	0.0000
Three Years and Older: Full-time-plus (10.5 hours and over)	0	1.1800	0.0000
Three Years and Older: Full-time (6.5 hours to under 10.5 hours)	0	1.0000	0.0000
Three Years and Older: Three-Quarters-time (4 hours to under 6.5 hours)	0	0.7500	0.0000
Three Years and Older: One-half-time (under 4 hours)	0	0.5500	0.0000
Exceptional Needs: Full-time-plus (10.5 hours and over)	0	1.8172	0.0000
Exceptional Needs: Full-time (6.5 hours to under 10.5 hours)	0	1.5400	0.0000
Exceptional Needs: Three-Quarters-time (4 hours to under 6.5 hours)	0	1.1550	0.0000
Exceptional Needs: One-half-time (under 4 hours)	0	0.8470	0.0000
Limited and Non-English Proficient: Full-time-plus (10.5 hours and over)	0	1.2980	0.0000
Limited and Non-English Proficient: Full-time (6.5 hours to under 10.5 hours)	0	1.1000	0.0000
Limited and Non-English Proficient: Three-Quarters-time (4 hours to under 6.5 hours)	0	0.8250	0.0000
Limited and Non-English Proficient: One-half-time (under 4 hours)	0	0.6050	0.0000
At Risk of Abuse or Neglect: Full-time-plus (10.5 hours and over)	0	1.2980	0.0000
At Risk of Abuse or Neglect: Full-time (6.5 hours to under 10.5 hours)	0	1.1000	0.0000
At Risk of Abuse or Neglect: Three-Quarters-time (4 hours to under 6.5 hours)	0	0.8250	0.0000
At Risk of Abuse or Neglect: One-half-time (under 4 hours)	0	0.6050	0.0000
Severely Disabled: Full-time-plus (10.5 hours and over)	0	2.2774	0.0000
Severely Disabled: Full-time (6.5 hours to under 10.5 hours)	0	1.9300	0.0000
Severely Disabled: Three-Quarters-time (4 hours to under 6.5 hours)	0	1.4475	0.0000
Severely Disabled: One-half-time (under 4 hours)	0	1.0615	0.0000
Total:	40	N/A	77.1200

Worksheet A-3 Full-Day/Full-Year Certified Enrollment Information and Funds Requested

Site Specific Funds Requested

Instructions

Applicants must complete, print, and submit this worksheet for each proposed site.

Manually enter the Days of Operation (minimum of 246 days) from your calendar (Line 2).

Once the Days of Operation field is completed, the other fields will calculate and auto-populate.

Total Adjusted Child Days of Enrollment per day (Line 1) will be multiplied by the Total Days of Operation (Line 2).

This will calculate the Total Annual Adjusted Child Days of Enrollment (Line 3).

This total will automatically be multiplied by the Standard Reimbursement Rate (Line 4) to calculate the Funds Requested (Line 5) for this site.

Site Name/Agency Name:

21st Street

Site Specific Funds Requested Calculation

Total Adjusted Child Days of Enrollment per day (Line 1)	Total Days of Operation (From Full-Day Calendar Total: Minimum 246 Days) (Line 2)	Total Annual Adjusted Child Days of Enrollment (Line 3)	Daily Rate (Line 4)	Funds Requested (Line 5)
77.1200	246	18,971.5200	\$ 55.55	\$ 1,053,800

OUSD Reimbursement \$ 79,034.97

YMCA Reimbursement \$ 974,764.67

EXHIBIT I: REFERENCES

Reference 1:

Customer Name Berkeley Unified School District (BUSD)
Contact Name: Maria Carriedo
Title: Principal/Director Early Childhood Education
Address: 1460 8th Street, Berkeley, CA 94710
Phone Number: 510-644-6339
Email: mariacarriedo@berkeley.net

Services Provided:

The YMCA has contracted with BUSD to provide Head Start Enhancement services for the past 18 years. BUSD has contracted with the YMCA to provide an array of services over that time including: CalSAFE services for teen parents, inclusive early education and a current partnership on an inclusion grant (Grants/contracts range from \$76,000-\$200,000)

How satisfied were you with the services provided?

Excellent

Good

Average

Unsatisfactory

Was the project completed on time and within budget? Yes

Reference 2:

Customer Name Emery Unified School District (EUSD)
Contact Name: Quiauna Scott
Title: Superintendent
Address: 4727 San Pablo Ave. Emeryville, CA 94608
Phone Number: 510-601-4904
Email: quiauna.scott@emeryusd.org

Services Provided:

EUSD has contract with the YMCA for the past 20 years to operate the district/state funded CSPP (State Preschool) program. This program has now been provided in conjunction with the YMCA Head Start/Early Head Start and CCTR contracts to serve 72 children, birth to 5, at the Ralph Hawley Center in Emeryville. (approx. \$250,000/year)

How satisfied were you with the services provided?

Excellent

Good

Average

Unsatisfactory

Was the project completed on time and within budget? Yes

Reference 3:

Customer Name First 5 Alameda County
 Contact Name: Rowena Kamo
 Title: Senior Program Administrator, Early Care & Education
 Address: 1115 Atlantic Ave., Alameda, CA 94501
 Phone Number: 510-282-0073
 Email: Rowena.kamo@firs5alameda.org

Services Provided:

First 5 has contracted with the YMCA to operate a variety of programs – the largest of which is the Early Educator Apprenticeship. In partnership with the Alameda County Social Service Agency and Tipping Point Community Foundation, the YMCA serves over 100 people each year from entry level persons interested in joining the ECE field to incumbent employees working to attain degrees and permits. (approx. \$530,000/year)

How satisfied were you with the services provided?

Excellent

Good

Average

Unsatisfactory

Was the project completed on time and within budget? Yes

Reference 4:

Customer Name Berkeley City College (BCC)
 Contact Name: Lisa Cook
 Title: Dean of Liberal Arts and Social Sciences
 Address: 2050 Center St., Berkeley, CA 94704
 Phone Number: 510-981-2939
 Email: lrcook@peralta.edu

Services Provided:

The YMCA has been partnering with BCC for many years offering ECE and related classes onsite at YMCA child development facilities, certificates and permits for employees and recently in partnership with the Berkeley Adult School to offer ESL classes to parents and staff. (no funds, services provided)

How satisfied were you with the services provided?

Excellent

Good

Average

Unsatisfactory

Was the project completed on time and within budget? Yes

Reference 5:

Customer Name City of Emeryville
Contact Name: Pedro Jimenez
Title: Community Service Director
Address: 4727 San Pablo Ave, Emeryville, CA 94608
Phone Number: 510-450-7813
Email: pjimenez@emeryville.org

Services Provided:

The YMCA has worked with the City of Emeryville for many years, sharing resources and supports. In the past two years, we have received funding through First 5 Alameda County to partner through the Early Learning Communities Network. This has brought our shared vision for young children and their families more coordinated and focused. (partnership on ELCN grant \$135,000)

How satisfied were you with the services provided?

Excellent

Good

Average

Unsatisfactory

Was the project completed on time and within budget? Yes

**EXHIBIT J: YMCA FINANCIAL STATEMENTS AND SINGLE AUDIT
2019-2020**

(UNDER SEPARATE COVER)

EXHIBIT K: SERVICE CALENDAR 2021-2022

California Department of Education
Early Learning and Care Division

ELCD-9730
September 2020

Fiscal Year 2021-22 Program Calendar

Name of Contractor	Vendor Number	County	Contract Type
YMCA of the East Bay	E063	01 - Alameda	CCTR

Instructions: Enter an UPPERCASE X on each day your program will operate. Your days of operation will auto-calculate in the boxes below each month, and in the Total Days of Operation box at the bottom of the form. The asterisks (*) in the month tables refer to days which fall in either the preceding or the following month. Do not enter any values in boxes with an asterisk.

July 2021						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	5	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	X	31

August 2021						
Sun	M	Tu	W	Th	F	Sat
1	X	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	19	20	21
22	X	X	X	X	X	28
29	X	X	*	*	*	*

September 2021						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	6	X	X	X	X	11
12	X	X	X	X	X	18
19	X	X	X	X	X	25
26	X	X	X	X	*	*

July Days of Operation **21**

August Days of Operation **20**

September Days of Operation **21**

First Quarter Subtotal **62**

October 2021						
Sun	M	Tue	W	Th	F	Sat
*	*	*	*	*	X	2
3	X	X	X	X	X	9
10	X	X	X	X	X	16
17	X	X	X	X	X	23
24	X	X	X	X	X	30
31	*	*	*	*	*	*

November 2021						
Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	11	X	13
14	X	X	X	X	X	20
21	X	X	24	25	26	27
28	X	X	*	*	*	*

December 2021						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	X	X	X	X	24	25
26	27	28	29	30	31	*

October Days of Operation **21**

November Days of Operation **18**

December Days of Operation **17**

Second Quarter Subtotal **56**

January 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	*	1
2	X	X	X	X	X	8
9	X	X	X	X	X	15
16	17	X	X	X	X	22
23	24	X	X	X	X	29
30	X	*	*	*	*	*

February 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	X	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	21	X	X	X	X	26
27	X	*	*	*	*	*

March 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	X	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	X	X	X	X	X	26
27	X	X	X	X	*	*

January Days of Operation **19**

February Days of Operation **19**

March Days of Operation **23**

Third Quarter Subtotal **61**

April 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	X	2
3	X	X	X	X	X	9
10	X	X	X	X	X	16
17	X	X	X	X	X	23
24	X	X	X	X	X	30

May 2022						
Sun	M	Tu	W	Th	F	Sat
1	X	X	X	X	X	7
8	X	X	X	X	X	14
15	16	X	X	X	X	21
22	X	X	X	X	X	28
29	30	X	*	*	*	*

June 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	3	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	X	X	X	X	X	25
26	X	X	X	X	*	*

April Days of Operation **21**

May Days of Operation **20**

June Days of Operation **21**

Fourth Quarter Subtotal **62**

Total Days of Operation **241**

ELCD Consultant Initials (for CDE use only)

Date approved by ELCD Consultant (for CDE use only)

EXHIBIT L: DATA REQUEST - OUSD DATA PRIVACY AND MANAGEMENT AGREEMENT

To submit a qualified proposal for RFP Bid No. 21-106ECE, the YMCA of the East Bay ("Bidder") requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on [02/12/2020] unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates Melanie Mueller (name of bidder's officer), Executive Director (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer:

Melanie Mueller
Name of Proposer's Signee

Date: August 26, 2021

Executive Director
Title of Proposer's Signee

EXHIBIT M: TERMS AND CONDITIONS

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.
4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.
5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.
6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.
7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.
8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding

sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.
10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.
11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.
13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.
14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.
16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.
17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.
18. Time – Time is of the essence.
19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.
21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.
22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____



Date: _____ August 26, 2021 _____

**EXHIBIT N: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither ~~the YMCA of the East Bay~~ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 26th day of August for the purposes of submission of this bid.

By



(Signature)

Pamm Shaw

Typed or Printed Name

Director Strategic Funding and Partnerships

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the 26th day of August for the purposes of award of this contract.

By



(Signature)

Melanie Mueller

Typed or Printed Name

Executive Director

Title



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

July 6, 2021

Ms. Christie Herrera
1025 4th Avenue
Oakland, CA 94606

SUBJECT: SUBCONTRACT APPROVAL

Dear Ms. Herrera:

The California Department of Social Services, Child Care and Development Division, is in receipt of your request dated, July 1, 2021, seeking approval to subcontract a portion of your General Child Care and Development (CCTR) with the YWCA of the East Bay contract.

Your request to subcontract CCTR services in Alameda County with YMCA of the East Bay is approved.

Please note that when you subcontract direct services, the subcontractor must be audited in accordance with the Office of External Audits' Guidelines. That audit will be reported with your own audit. Your annual audit and program self-evaluation will include a review of subcontractor compliance as well. Finally, the subcontractors must adhere to the Funding Terms and Conditions of your contract while your agency remains ultimately responsible for compliance.

If you have any questions regarding this subject, please contact me by phone at 916-651-7341 or by email at deborah.rawson@dss.ca.gov

In Partnership,

Deborah Rawson

Deborah Rawson
Child Development Consultant
Program Quality Improvement Branch
Child Care and Development Division

Board Office Use: Legislative File Info.	
File ID Number	21-1597
Introduction Date	6/30/21
Enactment Number	21-1252
Enactment Date	6/30/21 er

**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

June 30, 2021

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Christie Herrera, Executive Director, Early Childhood Education

Subject: Grant Award – California Department of Education – CCTR – 1010 – General Child Care and Development Program – Early Childhood Education

ACTION REQUESTED:

Adoption by the Board of Education of Resolution No. 2021-0281 – Approving Contract No. CCTR–1010, California State General Childcare and Development Program, Project No. 01-6125-00-0 between District and the California Department of Education, accepting grant award for the California State Child Development Programs operated by the Early Childhood Education Department, in the amount of \$2,764,390.00, for the period July 1, 2021 to June 30, 2022, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant award for OUSD schools for the 2021-2022 fiscal year that benefit the Early Childhood Education Department are submitted for Board acceptance and approval as indicated in the chart below. Grant agreement packets are available for review through the Board Secretary's Office and will be electronically available within one week of the Board meeting through Board of Education Legislative information Center under the file I.D number stated at the top of this page.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Contract Amount
21-1597	Yes	CCTR-1010 Grant	Oakland Unified School District, Early Childhood Education Department	To provide funding for the General Child Care and Development Programs for the Early Childhood Education Department	7/1/2021–6/30/2022	California Department of Social Services	\$2,764,390.00

DISCUSSION:

The District created a Grant Face sheet process to:

- Review scopes of work outlined by grant agreement and assess their contribution to sustained student achievement.
- Identify OUSD resources required for program success.

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD from the funder.

- Grant Valued: \$ 2,764,390.00

RECOMMENDATION:

Acceptance by the Board of Education of a Grant Award for the Early Childhood Education Department for fiscal year 2021-2022, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:



Grant Face sheet
Resolution: 2021-2022
Grant Agreement CCTR-1010, FY 2021-22

OUSD Grants Management Face Sheet

Title of Grant: CCTR – 1010	Funding Cycle Dates: July 1, 2021 through June 30, 2022
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Oakland Unified School District Early Childhood Education 1025 4 th Ave Oakland CA 94606 510.273.8277	Grant Amount for Full Funding Cycle: \$2,764,390.00
Funding Agency: California Department of Education	Grant Focus: General Child Care & Child Development Programs
List all School(s) or Department(s) to be Served: All Child Development school-age programs	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant contract will support the school age program under the General Child Care Program.
How will this grant be evaluated for impact upon student achievement? <small>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.59% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)</small>	The Annual Agency plan will determine the effectiveness of the program.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? <small>(If yes, include the district's indirect rate of 5.59% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</small>	Indirect cost is a part of the budget for this grant
Will the proposed program take students out of the classroom for any portion of the school day? <small>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</small>	No
Who is the contact managing and assuring grant compliance? <small>(Include contact's name, address, phone number, email address.)</small>	Christie Herrera Executive Director of Early Learning Oakland Unified School District 1025 4 th Ave, Oakland CA 94606 510-273-8277 Christie.Herrera@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Executive Director of Early Learning	Christie Herrera		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		6/4/2021

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		

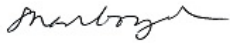
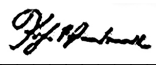
RESOLUTION
OAKLAND UNIFIED SCHOOL DISTRICT
No. 2021-0281

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021

RESOLUTION

BE IT RESOLVED that the Governing Board of Oakland Unified School District

authorizes entering into local agreement number/s CCTR-1010 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Shanti Gonzales</u>	<u>President, Board of Education</u>	<u></u>
<u>Kyla Johnson – Trammell</u>	<u>Secretary, Board of Education</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>


PASSED AND ADOPTED THIS 30 day of June, 2021, by the

Governing Board of Oakland Unified School District

of Alameda County, California.

I, Kyla Johnson-Trammell, Clerk of the Governing Board of Oakland Unified School District of Alameda County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

<u></u>	<u>7/1/2021</u>
(Clerk's signature)	(Date)



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CCTR-1010

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 01-6125-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the ALAMEDA COUNTY Local Individualized Subsidized Child Care Plan (hereafter the "ALAMEDA COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail. The Contract must meet the specifications of the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS except where the ALAMEDA COUNTY PILOT PLAN allows for exceptions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$52.78 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,764,390.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of 52,376.0
Operation (MDO) Requirement 240

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at
<https://www.cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-transition>.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING Shanthi Gonzales, President, Board of Education Kyla Johnson Trammell, Secretary, Board of Education	
TITLE Manager or Agent for CDSS		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,764,390	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,764,390	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-1010

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 610,243	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 PC# 000321 13609-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 610,243	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5026 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 280,525	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 PC# 000324 15136-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 280,525	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5026 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,873,622	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,873,622	ITEM 30.10.020.001 5180-101-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6075 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

July 26, 2019

Lorita Riga, Alameda County Pilot Manager
Alameda County General Services
1401 Lakeside Drive, Suite 1116
Oakland, CA 94612

Dear Ms. Riga:

Subject: Alameda County Local Individualized Subsidized Child Care Plan

Thank you for submitting your Alameda County Local Individualized Subsidized Child Care Plan (Pilot) Template modification on June 28, 2019. This letter is to inform you that the California Department of Education (CDE), Early Learning and Care Division (ELCD), is approving the request to incorporate new contractors as participants in the Alameda County Pilot program, effective July 26, 2019.

The following contractors are approved:

- Alameda Family Services, Inc. (CSPP)

Note: A revised participation list will need to be submitted to the CDE by close of business on August 9, 2019. The CDE approves this contractor to participate in the Alameda County Pilot program policies. The Pilot requested this agency join for program policies and elected to not request this agency to participate in the pilot rate reimbursement (PRR) plan.

To clarify the status of Alameda's County Pilot program, listed below are all contractors and contract types authorized to participate in the program, and the policy items they were approved for:

- 24 Hour Oakland Parent-Teacher Children's Center (CCTR, CSPP)
- Ala-Costa Center A Program for The Developmentally Disabled (CHAN)
- Alameda County Social Services Agency (CAPP)
- Alameda Unified School District (CCTR, CSPP)

- Albany City Unified School District (CCTR, CSPP)
- BANANAS, Inc. (C2AP, C3AP, CAPP)
- Bay Area Hispano Institute for Advancement (CCTR, CSPP)
- Berkeley Unified School District (CCTR, CSPP)
- CAPE Inc. (CSPP)
- Castro Valley Unified School District (CSPP)
- Chabot-Las Positas Community College District (CSPP)
- Child Care Links (C2AP, C3AP, CAPP) changed their name to Hively effective 7/1/19
- Child, Family & Community Services Inc. (C2AP, C3AP, CAPP)
- City of Emeryville (CSPP)
- City of Oakland (CSPP)
- Community Child Care Council of Alameda County (4Cs) (C2AP, C3AP, CAPP)
- Emery Unified school District (CSPP)
- Ephesian Children's Center (CCTR, CSPP)
- Fremont Unified School District (CSPP)
- Hayward Unified School District (CCTR, CSPP)
- Kidango, Inc. (CCTR, CSPP)
- Livermore Valley Joint Unified School District (CSPP)
- New Haven Unified School District (CSPP)
- Oakland Unified School District (CCTR, CSPP)
- Peralta Community College District (CSPP)
- Regents of the UC- UC Berkeley (CCTR, CSPP)
- San Lorenzo Unified School District (CSPP)

- Seneca Family of Agencies (CSPP)
- Spanish Speaking Unity Council (CSPP)
- St. Mary's Center (CSPP)
- St. Vincent's Day Home (CCTR, CSPP)
- Supporting Future Growth CDC (CCTR, CSPP)
- The ARC of the East Bay (CHAN)
- The Davis Street Community Center Inc. (C2AP, C3AP, CAPP, CCTR, CSPP)
- The Salvation Army (CCTR, CSPP)
- YMCA of the East Bay (CCTR, CSPP)

All items listed below were previously approved for Alameda:

Request: Alameda County is requesting 12 months of eligibility for seeking employment.

The CDE assumes that "seeking employment" is the same as "job search", Twelve months of eligibility when the need is "job search" was already approved on October 6, 2016.

Request: When a family's only need is either seeking housing or seeking employment, they would receive 6.5 hours instead of 6 hours of services.

The CDE approves families receiving up to 6.5 hours instead of 6 hours of services per day as the local policy, per the *Education Code (EC)*, Section 8340.2, may supersede state law concerning child care subsidy programs with respect to "time limits" and furthermore, approving this local policy does not violate federal law.

Request: The updated family fee schedule which was previously submitted to you.

The new Pilot Family fee schedule you previously submitted is approved. **Please note:** No changes can be made to the family fee schedule, unless you obtain written approval of the CDE.

Based on the letter dated December 17, 2017, Alameda was approved for the following items:

Lorita Riga
July 26, 2019
Page 4

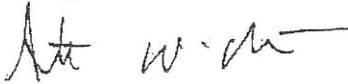
Request: Children enrolled in part-day California State Preschool Programs may be eligible for up to two 180-day periods within a 24-month period without the family being certified as a new enrollment each year (EC 8263)

The CDE approves this item based on the letter to the CDE dated December 17, 2017 requesting part-day CSPP eligibility for 24 months.

The CDE appreciates your strong commitment to Alameda County's children and families and your willingness to work with the CDE Pilot Team to ensure we have information that ultimately will benefit all of California's children and families.

If you have any questions about the information we have requested, please contact us by email at ELCDPilots@cde.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Propheter", with a long horizontal flourish extending to the right.

Stephen Propheter, Associate Director
Early Learning and Care Division

SP:rj

Subsidized Child Care Pilot Plan Template

✓	Proposed Local Policy	What data collected in the "needs assessment" supports superseding state law for this local policy?	What goal does this meet?	Expected Measurable Outcomes
Eligibility				
✓	1 For purposes of establishing initial income eligibility, "initial income eligible" means that a families monthly adjusted income is at or below 85%. For example, 85% SMI of the state median income, adjusted for family size (EC 8263.1)	<p>Only 37% of families with children under 18 in Sonoma County qualify for subsidized child care with the entry threshold at \$58,524 per year (Addendum A, page 11).</p> <p>The housing wage in Sonoma County is \$5,240. Families earning the housing wage would not qualify for subsidized care at the statewide entry eligibility cutoff (Addendum A, page 14).</p> <p>California Self-Sufficiency Standards put the monthly income to cover child care in Sonoma County at \$7,015, more than \$2,000 dollars over the subsidy eligibility cutoff for Sonoma County (Addendum A, page 14).</p> <p>Almost 20% of Title V subsidized child days of enrollment (36,671 days) were unearned in FY 16-17 for CCTR and CSPP programs in Sonoma County (Addendum A, page 15).</p>	<p>Serve more families who need subsidized care, but are considered too high income for subsidized care by state thresholds but are nevertheless burdened by Sonoma County's high costs to access subsidized care.</p> <p>Maximize earned child days of enrollment and earned direct service contract funds</p>	<p>Number and share of children in subsidized care with family income above the state entry income threshold</p> <p>The aggregate adjusted child days of enrollment among pilot contractors</p> <p>Value and share of unearned direct service contract funds returned to CDE EESD</p> <p>Number and share of unearned child days of enrollment</p>
✓	2 A family shall be considered to meet all eligibility and need requirements for subsidized child development services, for not less than 24 months, except for families seeking employment if applicable [EC 8263 (h)(1)]	<p>There was a total of 3,522 children enrolled in subsidized child care and development programs in the county (Addendum B, page 9, 36).</p> <p>In Sonoma County, the FY 16/17 retention rate for children in care is 56%. The average agency retention rate is 35% (Addendum C, "FY2016-17" tab).</p>	Increase the stability of care placements for families.	Time in services and year-to-year retention for children in subsidized care by contract type
✓	3 Children enrolled in part-day California State Preschool Programs may be eligible for up to two 180-day periods within a 24 month period without the family being certified as a new enrollment each year (EC 8263).	<p>There was a total of 3,522 children enrolled in subsidized child care and development programs in the county (Addendum B, page 9, 36).</p> <p>In Sonoma County, the FY 16/17 retention rate for children in part-day CSPP programs is 20%. The average agency retention rate is 19% (Addendum C, "FY2016-17- CSPP Part Day Only" tab).</p>	Increase the stability of care placements for families	Time in services and year-to-year retention for children in subsidized care by contract type.
✓	4 "Three year old children" means children who will have their third birthday on or before December 1st of the fiscal year in which they are enrolled in a California state preschool program [EC 8208(ai)]	<p>There is currently a shortage of almost 8,000 child care spaces across all age groups in the County, although there is a surplus of over 600 preschool spaces The greatest shortages in care are for infants, ages 0 to 2 years. Currently there is a shortage of approximately 2,600 spaces for infants ages 0 to 2 years (Addendum B, page 4, 5, 40).</p> <p>The majority of unearned child days of enrollment were for CSPP; allowing younger children in these programs would free up slots for new families to enter CCTR (Addendum A, page 15).</p>	<p>Serve more families by optimizing the use of CCTR and CSPP slots.</p> <p>Maximize earned child days of enrollment and direct service contract funds.</p>	<p>Number of children born between September 2nd and December 1st in CSPP programs</p> <p>The aggregate adjusted child days of enrollment among pilot contractors</p> <p>Value and share of unearned direct service contract funds returned to CDE EESD.</p>
✓	5 Other Children who turn three after December 1st of the fiscal year are allowed to enroll immediately on their third birthday [EC 8208(ai)]	<p>There is currently a shortage of almost 8,000 child care spaces across all age groups in the County, although there is a surplus of over 600 preschool spaces The greatest shortages in care are for infants, ages 0 to 2 years. Currently there is a shortage of approximately 2,600 spaces for infants ages 0 to 2 years (Addendum B, page 4, 5, 40).</p> <p>The majority of unearned child days of enrollment were for CSPP; allowing younger children in these programs would free up slots for new families to enter CCTR (Addendum A, page 15).</p>	<p>Serve more families by optimizing the use of CCTR and CSPP slots.</p> <p>Maximize earned child days of enrollment and direct service contract funds.</p>	<p>Number of children who turn 3 years old after December 1st</p> <p>The aggregate adjusted child days of enrollment among pilot contractors</p> <p>Value and share of unearned direct service contract funds returned to CDE EESD</p>
Fees				
	6 The Pilot establishes family fee schedule. Attach documentation and include methodology of revised fee schedule (EC 8273).			
	7 Other fees including, but not limited to, family fees, sliding scale fees, and copayments for those families not income eligible.			
Reimbursement Rates				

Subsidized Child Care Pilot Plan Template

	<p>8. For limited English-speaking and non-English-speaking children who are 2 years of age through kindergarten age, the adjustment factor shall be 1:1 [EC 8265 5(b)(7)]</p> <p>___ Apply adjustment factor to children less than 2 years old.</p> <p>___ Apply adjustment factor to School age children.</p>			
12	<p>9. For seeking permanent housing, services shall occur on no more than five (5) days per week and for less than 32.5 hours per week (SCCR 18091)</p>	<p>Access to housing is a major issue in Sonoma County. The FMR in Sonoma County has been rising steadily since 2014. In 2017, Sonoma County's FMR for a 2 bedroom unit was \$1,572 monthly, or \$18,864 annually. Rents are poised to increase at a rate exceeding increases in income given the diminished housing supply (Addendum A, page 12).</p> <p>Santa Rosa, the largest city in Sonoma County, lost nearly 5% of its housing stock in the recent wildfires of October 2017. Families are facing difficulties moving back into neighborhoods affected by the fires, as demand has stretched far past new construction in the region (Addendum A, page 12).</p> <p>Though the total number of homeless individuals in Sonoma County has been steadily decreasing since 2011, falling to 2,835 in 2017, homelessness is projected to have increased due to loss of homes in the wildfires (Addendum A, page 13).</p> <p>In FY 16-17, only 3 children (0.21%) received subsidized child care in Sonoma County due to homelessness or family seeking permanent housing (Addendum A, page 16). In the 2017/2018 school year 1233 children in Sonoma County were identified as homeless in the public school system in grades TK-5th. (Addendum B). In 2016, the homeless census identified 534 children in grades TK-5th (Kids Data, 2016). (Addendum C). These data show a significant increase in the number of homeless children under the age of 12 in Sonoma County.</p> <p>Although Title 5 providers must accept these families, other providers may not accept vouchers to serve children for fewer than traditional full-time hours. There is no specific data on share of providers who are inaccessible to families of this reason. Data to measure this will be collected on approval of this provision. A survey will be developed in September to collect this data and disseminated in the month of October to all child care providers (licensed centers, family child care, and license exempt providers). Survey results will be submitted to the CDE no later than November 1, 2019.</p>	Provide access to care with providers with full time slots.	Number of children whose families are homeless or seeking permanent housing
12	<p>10. For seeking employment services shall occur on no more than five (5) days per week and for less than 32.5 hours per week (SCCR 15056.5).</p>	<p>In FY 16-17, 2.72% of children who received subsidized child care in Sonoma County needed child care due to family seeking employment (Addendum A, page 16).</p> <p>In May 2019 the Employment Development Department Labor Market Information Division indicated a 2.3% unemployment rate representing 5,900 unemployed civilians in Sonoma County (Addendum D). According to the 2013-2017 American Community Survey 5-Year Estimates 4% of the total population (11,128) of unemployed civilians have children under the age of 6 representing 445 civilians (Addendum E). The average family size in Sonoma County is 3.11 (bayareacensus.ca.gov/counties/SonomaCounty) indicating that a minimum of 445 children under the age of 6 live with a parent seeking employment.</p> <p>Although Title 5 providers must accept these families, other providers may not accept vouchers to serve children for fewer than traditional full-time hours. There is no specific data on share of providers who are inaccessible to families of this reason. Data to measure this will be collected on approval of this provision. A survey will be developed in September to collect this data and disseminated in the month of October to all child care providers (licensed centers, family child care, and license exempt providers). Survey results will be submitted to the CDE no later than November 1, 2019</p>	Provide access to care with providers with full time slots.	Number of children whose families seeking employment as their need

Subsidized Child Care Pilot Plan Template

✓	Proposed Local Policy	What data collected in the "needs assessment" supports superseding state law for this local policy?	What goal does this meet?	Expected Measurable Outcomes
Eligibility				
✓	1 For purposes of establishing initial income eligibility, "initial income eligible" means that a families monthly adjusted income is at or below 85%. For example, 85% SMI of the state median income, adjusted for family size (EC 8263.1)	Only 37% of families with children under 18 in Sonoma County qualify for subsidized child care with the entry threshold at \$58,524 per year (Addendum A, page 11). The housing wage in Sonoma County is \$5,240. Families earning the housing wage would not qualify for subsidized care at the statewide entry eligibility cutoff (Addendum A, page 14). California Self-Sufficiency Standards put the monthly income to cover child care in Sonoma County at \$7,015, more than \$2,000 dollars over the subsidy eligibility cutoff for Sonoma County (Addendum A, page 14). Almost 20% of Title V subsidized child days of enrollment (36,671 days) were unearned in FY 16-17 for CCTR and CSPP programs in Sonoma County (Addendum A, page 15).	Serve more families who need subsidized care, but are considered too high income for subsidized care by state thresholds but are nevertheless burdened by Sonoma County's high costs to access subsidized care. Maximize earned child days of enrollment and earned direct service contract funds	Number and share of children in subsidized care with family income above the state entry income threshold The aggregate adjusted child days of enrollment among pilot contractors Value and share of unearned direct service contract funds returned to CDE EESD Number and share of unearned child days of enrollment
✓	2 A family shall be considered to meet all eligibility and need requirements for subsidized child development services, for not less than 24 months, except for families seeking employment if applicable [EC 8263 (h)(1)]	There was a total of 3,522 children enrolled in subsidized child care and development programs in the county (Addendum B, page 9, 36). In Sonoma County, the FY 16/17 retention rate for children in care is 56%. The average agency retention rate is 35% (Addendum C, "FY2016-17" tab).	Increase the stability of care placements for families.	Time in services and year-to-year retention for children in subsidized care by contract type
✓	3 Children enrolled in part-day California State Preschool Programs may be eligible for up to two 180-day periods within a 24 month period without the family being certified as a new enrollment each year (EC 8263).	There was a total of 3,522 children enrolled in subsidized child care and development programs in the county (Addendum B, page 9, 36). In Sonoma County, the FY 16/17 retention rate for children in part-day CSPP programs is 20%. The average agency retention rate is 19% (Addendum C, "FY2016-17- CSPP Part Day Only" tab).	Increase the stability of care placements for families	Time in services and year-to-year retention for children in subsidized care by contract type.
✓	4 "Three year old children" means children who will have their third birthday on or before December 1st of the fiscal year in which they are enrolled in a California state preschool program [EC 8208(ai)]	There is currently a shortage of almost 8,000 child care spaces across all age groups in the County, although there is a surplus of over 600 preschool spaces The greatest shortages in care are for infants, ages 0 to 2 years. Currently there is a shortage of approximately 2,600 spaces for infants ages 0 to 2 years (Addendum B, page 4, 5, 40). The majority of unearned child days of enrollment were for CSPP; allowing younger children in these programs would free up slots for new families to enter CCTR (Addendum A, page 15).	Serve more families by optimizing the use of CCTR and CSPP slots. Maximize earned child days of enrollment and direct service contract funds.	Number of children born between September 2nd and December 1st in CSPP programs The aggregate adjusted child days of enrollment among pilot contractors Value and share of unearned direct service contract funds returned to CDE EESD.
✓	5 Other Children who turn three after December 1st of the fiscal year are allowed to enroll immediately on their third birthday [EC 8208(ai)]	There is currently a shortage of almost 8,000 child care spaces across all age groups in the County, although there is a surplus of over 600 preschool spaces The greatest shortages in care are for infants, ages 0 to 2 years. Currently there is a shortage of approximately 2,600 spaces for infants ages 0 to 2 years (Addendum B, page 4, 5, 40). The majority of unearned child days of enrollment were for CSPP; allowing younger children in these programs would free up slots for new families to enter CCTR (Addendum A, page 15).	Serve more families by optimizing the use of CCTR and CSPP slots. Maximize earned child days of enrollment and direct service contract funds.	Number of children who turn 3 years old after December 1st The aggregate adjusted child days of enrollment among pilot contractors Value and share of unearned direct service contract funds returned to CDE EESD.
Fees				
	6 The Pilot establishes family fee schedule. Attach documentation and include methodology of revised fee schedule (EC 8273).			
	7 Other fees including, but not limited to, family fees, sliding scale fees, and copayments for those families not income eligible.			
Reimbursement Rates				

Subsidized Child Care Pilot Plan Template

	<p>8. For limited English-speaking and non-English-speaking children who are 2 years of age through kindergarten age, the adjustment factor shall be 1:1 [EC 8265 5(b)(7)]</p> <p>___ Apply adjustment factor to children less than 2 years old.</p> <p>___ Apply adjustment factor to School age children.</p>			
12	<p>9. For seeking permanent housing, services shall occur on no more than five (5) days per week and for less than 32.5 hours per week (SCCR 18091)</p>	<p>Access to housing is a major issue in Sonoma County. The FMR in Sonoma County has been rising steadily since 2014. In 2017, Sonoma County's FMR for a 2 bedroom unit was \$1,572 monthly, or \$18,864 annually. Rents are poised to increase at a rate exceeding increases in income given the diminished housing supply (Addendum A, page 12).</p> <p>Santa Rosa, the largest city in Sonoma County, lost nearly 5% of its housing stock in the recent wildfires of October 2017. Families are facing difficulties moving back into neighborhoods affected by the fires, as demand has stretched far past new construction in the region (Addendum A, page 12).</p> <p>Though the total number of homeless individuals in Sonoma County has been steadily decreasing since 2011, falling to 2,835 in 2017, homelessness is projected to have increased due to loss of homes in the wildfires (Addendum A, page 13).</p> <p>In FY 16-17, only 3 children (0.21%) received subsidized child care in Sonoma County due to homelessness or family seeking permanent housing (Addendum A, page 16). In the 2017/2018 school year 1233 children in Sonoma County were identified as homeless in the public school system in grades TK-5th. (Addendum B). In 2016, the homeless census identified 534 children in grades TK-5th (Kids Data, 2016). (Addendum C). These data show a significant increase in the number of homeless children under the age of 12 in Sonoma County.</p> <p>Although Title 5 providers must accept these families, other providers may not accept vouchers to serve children for fewer than traditional full-time hours. There is no specific data on share of providers who are inaccessible to families of this reason. Data to measure this will be collected on approval of this provision. A survey will be developed in September to collect this data and disseminated in the month of October to all child care providers (licensed centers, family child care, and license exempt providers). Survey results will be submitted to the CDE no later than November 1, 2019.</p>	Provide access to care with providers with full time slots.	Number of children whose families are homeless or seeking permanent housing
12	<p>10. For seeking employment services shall occur on no more than five (5) days per week and for less than 32.5 hours per week (SCCR 15056.5).</p>	<p>In FY 16-17, 2.72% of children who received subsidized child care in Sonoma County needed child care due to family seeking employment (Addendum A, page 16).</p> <p>In May 2019 the Employment Development Department Labor Market Information Division indicated a 2.3% unemployment rate representing 5,900 unemployed civilians in Sonoma County (Addendum D). According to the 2013-2017 American Community Survey 5-Year Estimates 4% of the total population (11,128) of unemployed civilians have children under the age of 6 representing 445 civilians (Addendum E). The average family size in Sonoma County is 3.11 (bayareacensus.ca.gov/counties/SonomaCounty) indicating that a minimum of 445 children under the age of 6 live with a parent seeking employment.</p> <p>Although Title 5 providers must accept these families, other providers may not accept vouchers to serve children for fewer than traditional full-time hours. There is no specific data on share of providers who are inaccessible to families of this reason. Data to measure this will be collected on approval of this provision. A survey will be developed in September to collect this data and disseminated in the month of October to all child care providers (licensed centers, family child care, and license exempt providers). Survey results will be submitted to the CDE no later than November 1, 2019</p>	Provide access to care with providers with full time slots.	Number of children whose families seeking employment as their need

Subsidized Child Care Pilot Plan Template

11. The maximum standard reimbursement rate shall be \$52.33 for full day California state preschool programs [EC 8265 (b)]	Reimbursement for full day California state preschool programs is \$48.28 per day, about 20% lower than the maximum reimbursement in Sonoma County allowed under the Regional Market Rate survey, despite more rigorous staffing requirements than Title 22 licensed centers. In 2017/18, CSPP contractors earned 178,488 cde out of 237,814 contracted cde. (See Sonoma CSPP Pilot Rate Work Sheet) Reimbursements for CSPP (excluding one multi-county contract) were \$7,139,467 out of \$9,428,268 in contracts, a 24% underearning.	Increase the number of earned child days of enrollment and direct service contract funds Maintain the number of child care contractors	The aggregate adjusted child days of enrollment among pilot contractors Number of contractors in the county Value and share of unearned direct service contract funds returned to CDE-EESD.
12. The maximum standard reimbursement rate shall not exceed \$31.10 per day for part-day California state preschool programs	Reimbursement for part day California state preschool programs is \$29.90 per day, compared to \$11.50 per hour maximum reimbursement for vouchers in Sonoma County based on the Regional Market Rate survey. At the same time, Title 5 providers must meet more rigorous staffing requirements than Title 22 licensed centers.	Increase the number of earned child days of enrollment and direct service contract funds Maintain the number of child care contractors	The aggregate adjusted child days of enrollment among pilot contractors Number of contractors in the county Value and share of unearned direct service contract funds returned to CDE-EESD.
13. The maximum standard reimbursement rate for all other non-AP programs shall be <insert daily rate>			
14. Other reimbursement and/or adjustment factors.			
Methods of Maximizing the Efficient use of Subsidy Funds			
15. Eliminate the requirement that at least one half of the children enrolled at a preschool site shall be four- year old children [EC 8236(b)]	There are more 3 year olds (5,667) than 4 year olds (4,649) in Sonoma County (Addendum A, page 10). The majority of unearned child days of enrollment were for CSPP; allowing younger children in these programs would free up slots for new families to enter CCTR (Addendum A, page 15).	Serve more families by optimizing the number of slots available in CSPP programs. Maximize earned child days of enrollment and direct service contract funds.	Number of 3 year old and 4 year old children in CSPP programs The aggregate adjusted child days of enrollment among pilot contractors Value and share of unearned direct service contract funds returned to CDE-EESD.

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)  		
Printed Name and Title of Person Signing		
Date Executed 7/1/2021	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will

process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

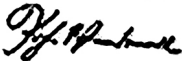
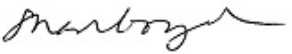
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)  		
Printed Name and Title of Person Signing		
Date Executed 7/1/2021	Executed in the County and State of	

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

Check [] if there are workplaces on file that are not identified here.

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and


b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Shanthi Gonzales, President, Board of Education	
SIGNATURE 	DATE 7/1/2021


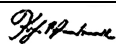
RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Social Services for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	
_____	_____	
N/A	_____	_____


PASSED AND ADOPTED THIS 30th day of June 2021, by the

Governing Board of _____

of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of

_____, of _____, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.



(Clerk's signature)

7/1/2021

(Date)