

C O U N T Y A D M I N I S T R A T O R



SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

January 6, 2021

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

SUBJECT: APPROVE A GRANT AMENDMENT WITH FIRST 5 ALAMEDA COUNTY AND ALL IN ALAMEDA COUNTY FOR THE NEIGHBORHOODS READY FOR SCHOOL INITIATIVE AND APPROVE CONTRACT AMENDMENTS WITH TRYBE AND LOTUS BLOOM TO SUPPORT SERVICES AT THE SAN ANTONIO FAMILY RESOURCE CENTER

Dear Board Members:

RECOMMENDATIONS:

- A. Approve the first amendment to the grant agreement with First 5 Alameda County (Principal: Kristin Spanos; Location: Alameda) for ALL IN Alameda County to increase services at the San Antonio Family Resource Center (SAFRC) under the Neighborhoods Ready for School initiative, with no change in the period of 7/1/19 - 6/30/21, and increasing the amount from \$893,000 to \$968,000 (\$75,000 increase);
- B. Approve the second amendment to the agreement (Procurement Contract No. 17229) with Lotus Bloom (Principal: Angela Louie Howard; Location: Oakland) for ALL IN Alameda County to increase early care and education services for children through the SAFRC, with no change in the period of 7/1/19 - 6/30/21, and increasing the contract amount from \$932,000 to \$953,134 (\$21,134 increase);
- C. Approve the first amendment to the agreement (Procurement Contract No. 18722) with Trybe, Inc. (Principal: Andrew Park; Location: Oakland) for ALL IN Alameda County to increase parent and community engagement services through the SAFRC, with no change in the period of 7/1/19 - 6/30/21, increasing the contract amount from \$150,000 to \$220,000 (\$70,000 increase); and
- D. Authorize the Auditor-Controller to make the related budget adjustments.

DISCUSSION/SUMMARY:

On March 27, 2018 (Item No. 11.1; File No. 30082), your Board accepted an initial grant award in the amount of \$469,750 secured by ALL IN Alameda County and its partners from First 5 Alameda County to fund the development and implementation of a Family Resource Center in the

San Antonio neighborhood of Oakland as part of its Neighborhoods Ready for School (NRFS) initiative. On July 23, 2019 (Item No. 20; File No. 30305), your Board approved the current grant agreement with First 5, the agreement with Trybe, Inc., and the first amendment with Lotus Bloom, to continue supporting the San Antonio Family Resource Center (SAFRC).

The SAFRC is a collaboration between ALL IN and community-based organizations (CBOs) with long-standing ties to the San Antonio Community—Lotus Bloom, Trybe, and East Bay Asian Youth Center (EBAYC)—who are considered implementing partners of the Center. Lotus Bloom and Trybe are named as subcontractors in the grant agreement with First 5 and have, since March 2018, been working in partnership with ALL IN to design and implement the SAFRC project to achieve the principal outcome of the NRFS initiative: a community in which the majority of children enter kindergarten ready to learn and succeed in school.

In the project's first two years, the SAFRC has been established as an important service hub in the San Antonio neighborhood. Playgroups and programming such as trainings, parent committees, and case management have been essential services for the community. An outreach team comprised of community residents with young children have connected isolated and disconnected families with the SAFRC and other services related to financial, child care, educational, and housing support. SAFRC emergency response resources—such as virtual resource navigation, cash aid programs provided by partner organizations, food and other essential items distributions, including Personal Protective Equipment, diapers, and cleaning supplies—have mitigated some of the stress families with children ages 0-5 are facing in this highly impacted neighborhood. In FY 19-20, over 1,100 families with children ages 0-5 were connected with emergency resources, 240 families received family navigation and case management support, and over 150 families received ongoing diaper support.

The emergent family resource infrastructure has been essential in implementing partners' ability to continue to provide robust community supports throughout the COVID-19 pandemic and shelter in place orders. In recognition of this project's important role in responding to community needs during the pandemic, First 5 Alameda County has increased the total grant award and allocated additional funds to support continued community distribution of food and essential items, case management, and parent support activities.

Lotus Bloom is the lead agency overseeing the implementation and administration of the SAFRC and related activities. Lotus Bloom is a robust nonprofit CBO dedicated to providing high-quality early care and education for children from birth to age 5, and opportunities for families to engage actively in their children's healthy development, and grow in their own leadership and advocacy. With this funding, Lotus Bloom will continue to strengthen SAFRC infrastructure by funding the FRC Coordinator, Family Navigator, and administrative support positions. Lotus Bloom will also provide early childhood activities such as playgroups, parent workshops, and other activities virtually and, if possible, in person in compliance with health officer orders.

Trybe, Inc. is a co-lead agency in the development and implementation of the SAFRC and supports the parent and community engagement strategy to ensure families with children ages 0-5 are engaged in SAFRC services. Trybe has strengthened families in the San Antonio community through playgroups, leadership development, and family stabilization. Trybe is providing essential community support through an expansive food and essential items distribution, ensuring that families receive emergency food aid as needed. Trybe's community distribution model is also

providing essential opportunities for employment and financial support for SAFRC parent leaders and other community members facing the economic impacts of COVID-19.

SELECTION CRITERIA/PROCESS:

Lotus Bloom and Trybe Inc. are partners on the San Antonio Family Resource Center project as named in the grant agreement with First 5 Alameda County. General Services Agency-Procurement issued Sole Source No. 7104 for the Lotus Bloom contract amendment and Sole Source No. 7105 for the Trybe Inc. contract amendment, which are both valid through 6/30/21.

Lotus Bloom and Trybe, Inc. are nonprofit community-based organizations that provide services directly to County residents and are therefore exempt from the County's Small, Local and Emerging Business (SLEB) requirements. SLEB Waiver No. 7187 was granted for Lotus Bloom, valid through 6/30/2021, and SLEB Waiver No. 7189 was granted for Trybe Inc., valid through 6/30/2021.

FINANCING:

ALL IN's FY 20-21 Approved Budget includes \$16,143 in appropriation and First 5 revenue. The Trybe and Lotus Bloom contract increases total \$91,143, which is offset by the \$75,000 in additional First 5 revenue per the attached Financial Recommendation. There will be no impact on net County cost as a result of your approval.

VISION 2026 GOAL:

The San Antonio Family Resource Center services and supports for community families and children meet the 10X goal pathways of **Eliminate Poverty and Hunger** and **Employment for All** in support of our shared vision of a **Thriving and Resilient Population**.

Very truly yours,



Susan S. Muranishi
County Administrator

SSM:LEW:AAB

cc: Auditor-Controller
County Counsel

FINANCIAL RECOMMENDATION FORM

#140100-35 Rev 5/21/14

1 **AGENDA DATE:** 2/9/2021

BOARD LETTER SUBJECT: APPROVE A GRANT AMENDMENT WITH ALL IN ALAMEDA COUNTY AND FIRST FIVE ALAMEDA COUNTY FOR THE NEIGHBORHOODS READY FOR SCHOOL INITIATIVE AND APPROVE CONTRACT AMENDMENTS WITH TRYBE AND LOTUS BLOOM TO DEVELOP AND IMPLEMENT THE SAN ANTONIO FAMILY RESOURCE CENTER PROJECT

BUDGET YEAR: 2021

FUND: 10000

2 The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

3 The increase (decrease) in anticipated revenue, as follows:

				<i>Informational</i>
ORG	ACCT	PROG	PROJ/GR	AMOUNT
120200	479990	00000		\$75,000
ORG TOTAL				\$75,000

				<i>Informational</i>
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$75,000

4 The increase (decrease) in appropriations, as follows:

				<i>Informational</i>
ORG	ACCT	PROG	PROJ/GR	AMOUNT
120200	610000			\$75,000
ORG TOTAL				\$75,000

				<i>Informational</i>
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$75,000

BY: 2021

FUND: 10000

The increase (decrease) in anticipated revenue, as follows:

Informational

	ACCT			
120200	479990	00000		\$75,000
			ORG TOTAL	\$75,000

Informational

	ACCT			
			ORG TOTAL	\$0

GRAND TOTAL ANTICIPATED REVENUE \$75,000

The increase (decrease) in appropriations, as follows:

Informational

	ACCT			
120200	610000	00000		\$75,000
			ORG TOTAL	\$75,000

Informational

	ACCT			
			ORG TOTAL	\$0

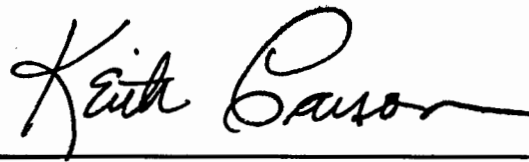
GRAND TOTAL APPROPRIATION \$75,000

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **9th** day of **February, 2021**, to wit:

AYES: Supervisors Haubert, Valle, Chan, Miley & President Carson – 5

NOES: None

EXCUSED: None



PRESIDENT, BOARD OF SUPERVISORS

File No: 30570
Agenda No: 36.1
Document No: R-2021-73F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk, Board of Supervisors

By: RBailey
Deputy



Contract Number: PI-NRS-1921-295

AMENDMENT TO CONTRACT

Reference is made to that contract ("Agreement") made and entered into on July 1, 2019 by and between First 5 Alameda County ("First 5"), an independent public agency of the State of California, and the County of Alameda, ALL IN Alameda County herein referred to as ("Contractor") (collectively, the "Parties").

Said Agreement is hereby amended as follows:

- 1. By substituting the original Agreement Recitals with the attached Revised Agreement Recitals.
2. By increasing the COMPENSATION BY \$75,000.00 and changing COMPENSATION from "Payment under the terms of this Agreement shall not exceed the total amount of \$893,000.00" to "Payment under the terms of this Agreement shall not exceed the total amount of \$968,000.00."
3. By replacing in its entirety the original Exhibit A: Program Description and Requirements with the attached Exhibit A1: Revised Program Description and Requirements.
4. By replacing in its entirety the original Exhibit B: Terms and Conditions of Payment and Accountability Requirements with the attached Exhibit B1: Revised Terms and Conditions of Payment and Accountability Requirements.
5. By replacing in its entirety the original Attachment 1: Approved Budget with the attached Attachment 1A: Approved Revised Budget.
6. By replacing in its entirety the original Attachment 2.0: Results Based Accountability Plan with the attached Attachment 2.0A: Revised Results Based Accountability Plan.

C - 2021-10

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

This Amendment is effective on October 1, 2020.

DocuSigned by: Kristin Spanos
Kristin Spanos, CEO
First 5 Alameda County

Handwritten signature of Keith Carson
President
Alameda County Board of Supervisors

Date: 12/24/2020

Date: 2/24/21

Approved as to Form:
Donna R. Ziegler, County Counsel

DocuSigned by: Ray Lara
Raymond Lara, Sen. Deputy County Counsel

Agreement

Recitals:

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

WHEREAS, First 5 is desirous of securing the provision of certain services and deliverables outside the scope of First 5's ordinary business in furtherance of its Strategic Plan; and

WHEREAS, Contractor is independently engaged in the business of providing services similar to those described in this Agreement and is willing and able to perform duties and render services and deliverables, without supervision, which are determined by First 5 to be necessary or appropriate for the support and improvement of early childhood development within the County of Alameda; and

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

I. TERM OF AGREEMENT

The Term of this Agreement begins on the 1st day of July, 2019 and shall continue until June 30, 2021 provided funding is allocated by First 5, or until terminated in accordance with this Agreement. This Agreement shall supersede any previous agreement between Contractor and First 5 for the same services and the same time period.

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

II. PROGRAM DESCRIPTION AND REQUIREMENTS -- EXHIBIT A1

This Agreement shall be accompanied by Exhibit A1, which is made part of this Agreement and incorporated herein by this reference, and which includes a description of the duties and services to be performed for First 5 by Contractor. Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A1 in a professional and diligent manner. Contractor shall obtain First 5's approval of all reports, requests, and other services and responsibilities, as required under this Agreement.

III. TERMS AND CONDITIONS OF PAYMENT AND ACCOUNTABILITY REQUIREMENTS-- EXHIBIT B1

The total amount to be paid to Contractor under this Agreement shall not exceed the sum of \$968,000 (FY2019-20: \$470,000; FY2020-21: \$498,000) and First 5 shall, under no circumstances, be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set

forth in Exhibit B1, attached hereto and by this reference made a part this Agreement. Sums not so paid shall be retained by First 5.

Unless it is otherwise provided in Exhibit B1 to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by First 5. Any "obligations incurred" included in claims for reimbursements and paid by First 5 which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by First 5 and shall be repaid to First 5.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by First 5, or any successor, with respect to the receipt and disbursement of the funds referred to in Exhibit B1, as well as such requirements as may be imposed by First 5.

IV. INSURANCE -- EXHIBIT C

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

V. ADDITIONAL FISCAL PROVISIONS

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

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

VI. RECORDS

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

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

C. Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, if applicable, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by First 5 or the State or federal government or the applicable funding source.

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

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

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

VII. AUDITS

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

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

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

VIII. LIMITATION ON LIABILITY; INDEMNIFICATION

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

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

IX. SUBCONTRACTING

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

X. ASSIGNMENT

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

XI. INDEPENDENT CONTRACTOR STATUS

Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of First 5 for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of First 5 employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees and subcontractors as they relate to the services to be provided during the course and scope of their employment or service. Contractor will not represent itself (or any of its employees) as an employee or agent of First 5. First 5 will not treat Contractor as an employee of First 5 for purposes of federal or state income tax withholding, FICA withholding, or any other taxation purpose of law, including the Internal Revenue Code of 1986, as amended.

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

XII. CONFIDENTIALITY

Pursuant to Health and Safety Code 130140.1(e), any individually identifiable information collected by First 5 California Commissions must be protected from disclosure to unauthorized entities unless written consent was obtained from the client, parent or legal guardian. Contractor agrees to maintain the confidentiality of any patient information which may be obtained as a result of work performed pursuant to this Agreement unless required by law. Patients are defined as children and families who receive services by First 5 or children and families who receive services from the Contractor as outlined in Exhibit A to this Agreement. First 5 shall respect, to the extent permitted by law, the confidentiality of information furnished by Contractor to First 5 as specified in Exhibit A.

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

Confidential information is defined as all information disclosed to Contractor which relates to First 5's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Contractor is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"), as set forth in California Government Code sections 6250, et seq., and may also be subject to other similar laws requiring disclosure of information in the possession of Contractor to members of the public. Although the CPRA and similar laws recognize that certain confidential information may be protected from disclosure, Contractor is not required to determine nor establish whether Confidential Information provided by First 5 is exempt from disclosure to the public under the CPRA or similar laws. Accordingly, if a member of the public requests disclosure of Confidential Information, or if disclosure is required pursuant to a compulsory process, prior to disclosure Contractor shall provide First 5 with notice of the requested disclosure and whether Contractor intends to release the requested Confidential Information. Such notice is intended to permit may not be in a position to establish that the information received from First 5 constitutes a trade secret. In the event that First 5's Confidential Information is requested from Contractor pursuant to the CPRA, Contractor will, prior to release of such Confidential Information, provide First 5 with reasonable notice of such request so that First 5 can to seek a protective order from disclosure by a court of competent jurisdiction prohibiting such disclosure. Notwithstanding the foregoing, First 5 agrees that it shall defend, indemnify and hold Contractor harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys' fees) that may result from Contractor's denial of or delayed response to a CPRA request for First 5's Confidential Information, where such denial or delay results from compliance with this Agreement or a is issued at the request of First 5 rather than pursuant to an order issued by a court of competent jurisdiction. Upon cancellation or expiration of this Agreement, Contractor will return to First 5 all written or descriptive matter which contain any such confidential information.

XIII. TERMINATION PROVISIONS

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

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

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

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

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

XIV. COMPLIANCE WITH LAWS

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1970 and all amendments thereto, and all applicable federal, state, municipal and local health and safety regulations, including but not limited to directives pertaining to the COVID-19 pandemic. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save First 5 and County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and may serve as a basis for termination of this Agreement under Article XIII ("Termination for Cause") and the initiation of appropriate legal proceedings by First 5.

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

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

- (a) That Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- (b) That Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (c) (1) That any policy that Contractor has against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (2) Any policy adopted by Contractor or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code.

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

XVI. ACCIDENT REPORTING

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

XVII. NON-DISCRIMINATION

Contractor assures that it will comply with applicable state and federal laws and regulations that govern discrimination, including, but not limited to, the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors protected by applicable law, be excluded from participation in,

be denied associated benefits, or be otherwise subjected to discrimination under activities covered in this Agreement.

XVIII. GOVERNING BOARD LIMITATIONS; CONFLICT OF INTEREST

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

Contractor shall not make governmental decisions, as defined in section 18700(c)(4) of Title 2 of the California Code of Regulations, and Contractor's work shall be subject to intervening substantive review by staff of First 5.

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

XIX. DRUG-FREE WORKPLACE

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

XX. MODIFICATIONS TO AGREEMENT

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

XXI. OWNERSHIP OF WORK PRODUCT / INTELLECTUAL PROPERTY

Any work product developed by Contractor in performance of this Agreement shall be considered the work product of First 5 and upon termination of the Agreement, Contractor shall provide those materials to First 5 to the extent requested. In addition, it is the express intention of the Parties that

First 5 shall at all times be and shall remain the sole and exclusive owner of all rights of any kind whatsoever in and to the results and proceeds of First 5's and/or Contractor's services hereunder (the "Results"). The Contractor shall, however, retain any rights to materials used in the performance of this Agreement to the extent the Contractor possessed, owned, or developed such materials prior to entering into this Agreement.

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

XXII. PUBLIC EMPLOYEES' PENSION REFORM ACT

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

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EXHIBIT A1

REVISED PROGRAM DESCRIPTION AND REQUIREMENTS

1. Background and Program Description

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

First 5 has approved a Strategic Plan for a comprehensive system of early intervention services for children birth to 5 years of age and families in Alameda County. A key component of the First 5 Strategic Plan is the Neighborhoods Ready for School Strategy, which promotes and strengthens individual, family and neighborhood protective factors through increasing social connections, community capacity building and access to needed services (2017-2022 Strategic Plan, page 26). The services of the Contractor have been retained to build infrastructure in neighborhoods to provide places for families to learn, plan, and achieve their goals; increase neighborhood-level coordination to provide a comprehensive menu of resources to support family protective factors, build community, and increase children's school readiness; and increase family leadership and civic engagement opportunities.

2. Prohibition on Supplantation

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

3. Performance Requirements

Contractor's approved performance requirements are included as Attachment 2.OA: Revised Results Based Accountability Plan.

4. Reporting Requirements

Contractor will submit program progress reports, expense reports and a final report as outlined on the payment schedule in Exhibit B1: Revised Terms and Conditions of Payment and Accountability Requirements. Depending on the type of service provided, Contractor may be required to collect and report on specific measures as identified in the First 5 2017-2022 Strategic Plan.

5. Fiscal Requirements

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

Contractor may be required to submit general ledger expense reports and salaries and benefits documentation supporting expenses to be reimbursed during the funded term. First 5 will identify

which reporting period(s) Contractor will be required to submit this information and provide prior notice to the Contractor.

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

Contractor will report in HIGH 5.

7. Budget and/or Scope Revisions

Contractor may submit one budget and/or scope revision per year no later than April 15th of the fiscal year and may be granted or denied per the review and assessment of First 5 staff. For all budget line item adjustments over 10%, a written justification for each line item should be submitted for approval. Budget line item adjustments under 10% are not subject to a formal revision and may be shifted to existing line items (not including administrative/indirect fees) at the Contractor's discretion once per year. All significant revisions to approved scope must be submitted in writing and may be granted or denied per the review and assessment of First 5 staff. Ineligible and previously unapproved contract expenses may be disallowed per First 5 review and assessment.

8. Federal Office of Management & Budget (OMB) Circular Requirements

Contractor is required to comply with all current OMB Circular requirements during the funded term, including but not limited to conflict of interest, internal controls, procurement and subcontractor monitoring if applicable. First 5 reserves the right to audit and collect from Contractor documentation demonstrating allowable activities and costs, eligibility, reporting, subcontractor monitoring and other special tests as identified.

9. Tuberculosis Testing

The Contractor shall require and ensure that staff who have direct and consistent contact with children through the First 5 funded activities undergo standard tuberculosis testing. Contractor will maintain records and documentation of current tuberculosis clearance and retest as appropriate.

10. Filing reports with Child Protective Services (CPS) / Child Care Licensing (CCL)

If a First 5 Contractor has knowledge of or observes a child who they suspect has been the victim of child abuse or neglect within the course of First 5 funded work, it is expected that they will file a report of the situation to CPS. In accordance with CPS guidelines, the report should be filed by phone within 24 hours of the incident, and in writing within 36 hours of the incident. If the abuse or neglect occurs in a licensed child care facility, it is expected that the Contractor will also file a report immediately to CCL.

Reporting suspected child abuse or neglect to First 5 or other persons is not a substitute for making a report to CPS or CCL. Reporting duties are individual and cannot be delegated to another person.

If First 5 staff become aware of suspected child abuse or neglect while providing consultation and/or contract support, and a report is not filed within the legal timeframe by the contractor, First 5 staff will file a report by phone and in writing within 24 hours.

Failing to report abuse or neglect to the appropriate agencies is not consistent with the mandates of First 5 Alameda County to improve health and development of children ages 0-5. Failure to report may result in termination of contract funding.

11. Cultural Access Services Requirements

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

12. Tobacco Control and Education Requirements

The 1998 passage of Proposition 10 added a 50-cent-per-pack increase in the state surtax on cigarettes and tobacco products to fund anti-smoking and early childhood programs. In addition, the 2016 passage of Proposition 56 increased the cigarette tax by \$2.00 per pack, with equivalent increases on tobacco products and electronic cigarettes containing nicotine. In September 2000, the Commission adopted a Comprehensive Tobacco Control Policy to reinforce the message that tobacco products and involvement with the tobacco industry in any manner constitutes a serious health hazard for young children, their families, and the community. Based on this policy, all contractors are expected to make a good faith effort to:

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

- D. Provide smoking cessation resources to staff and clients as appropriate

13. Acknowledgement of Funds

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

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

Funded by First 5 Alameda County

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

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EXHIBIT B1

REVISED TERMS AND CONDITIONS OF PAYMENT AND ACCOUNTABILITY REQUIREMENTS

1. **Contractor Name:** County of Alameda, ALL IN Alameda County
2. **Term of Contract:** July 1, 2019 – June 30, 2021
3. **Terms and Conditions of Payment**

Contractor will adhere to the following payment schedule:

	Requirement Due	Due Date	Amount
1.	For the period (July 1, 2019 – September 30, 2019) <ul style="list-style-type: none"> • 1st Invoice • 1st Expense Report • 1st Program Report 	October 15, 2019	Based on actual expenses
2.	For the period (October 1, 2019 – December 31, 2019) <ul style="list-style-type: none"> • 2nd Invoice • 2nd Expense Report • 2nd Program Report • 1st Results Based Accountability (RBA) Report 	January 15, 2020	Based on actual expenses
3.	For the period (January 1, 2020 – March 31, 2020) <ul style="list-style-type: none"> • 3rd Invoice • 3rd Expense Report • 3rd Program Report 	April 15, 2020	Based on actual expenses
4.	For the period (April 1, 2020 – June 30, 2020) <ul style="list-style-type: none"> • 4th Invoice • 4th Expense Report • 4th Program Report • 2nd Results Based Accountability (RBA) Report 	July 15, 2020	Based on actual expenses
5.	For the period (July 1, 2020 – September 30, 2020) <ul style="list-style-type: none"> • 5th Invoice • 5th Expense Report • 5th Program Report 	October 15, 2020	Based on actual expenses

Requirement Due	Due Date	Amount
6. For the period (October 1, 2020 – December 31, 2020) <ul style="list-style-type: none"> • 6th Invoice • 6th Expense Report • 6th Program Report • 3rd Results Based Accountability (RBA) Report 	January 15, 2021	Based on actual expenses
7. For the period (January 1, 2021 – March 31, 2021) <ul style="list-style-type: none"> • 7th Invoice • 7th Expense Report • 7th Program Report 	April 15, 2021	Based on actual expenses
8. For the period (April 1, 2021 – June 30, 2021) <ul style="list-style-type: none"> • 8th (Final) Invoice • 8th (Final) Expense Report • 8th (Final) Program Report • 4th (Final) Results Based Accountability (RBA) Report 	July 15, 2021	Based on actual expenses

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

Invoices are subject to review and approval by First 5 staff before payment is issued. Payment is contingent on receipt and approval of all required reports. First 5 reserves the right to withhold Contractor payment until required reporting documentation is received. Total payments during the contract term will not exceed \$968,000.00.

4. Invoicing Procedures

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

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

FIRST 5 WILL REMIT PAYMENT TO:
County of Alameda
 ALL IN Alameda County
 County Administrator's Office
 Attention: Krystal Thorne
 1221 Oak Street, Suite 555
 Oakland, CA 94612



**ATTACHMENT 1A
APPROVED REVISED BUDGET**

Contractor Name: County of Alameda, ALL IN
 Contract # PI-NRS-1921-295
 Contract Term: July 1, 2019 - June 30, 2021

BUDGET LINE ITEMS	Total Approved Budget				Justification of Expense
	Year One July 1, 2019-June 30, 2020	Contractor Match July 1, 2019-June 30, 2020 (Total match must equal at least 20% of annual budget)	Year Two July 1, 2020-June 30, 2021	Contractor Match July 1, 2020-June 30, 2021 (Total match must equal at least 20% of annual budget)	
PERSONNEL EXPENSES * for positions greater than 5% FTE					
<i>List position, FTE % on project, rate</i>					<i>Brief description of job responsibilities</i>
Management Analyst, .25FTE, \$83,000/year	8,000.00	12,750.00	8,000.00	14,750.00	Project management and oversight, budget, evaluation support
Neighborhood Partnerships Coordinator, .12 FTE, \$64,000/year	7,500.00	-	-	-	Develop and strengthen community partnerships that support the NRFS initiative
Assistant Director, .15 FTE, \$115,000/year		17,250.00	-	17,250.00	General oversight and leadership of project
Subtotal - Salaries	15,500.00	30,000.00	8,000.00	32,000.00	
Personnel Benefits:	3,875.00	7,500.00	2,000.00	8,000.00	
PERSONNEL SUBTOTAL	19,375.00	37,500.00	10,000.00	40,000.00	
GENERAL EXPENSES					
Training	-	-	-	-	
Program Materials	-	-	-	-	
Printing	-	-	-	-	
Office Supplies	814.00	-	-	-	Meeting facilitation materials, office supplies
Staff Travel	-	-	-	-	
Consulting Services	-	-	-	-	
Neighborhood Strategies Coordinator	-	-	-	-	
Evaluation	-	-	-	-	
Miscellaneous	-	75,000.00	-	75,000.00	OUSD Portable and meeting facility; Manzanita Rec Center Facility, San Antonio park facility
GENERAL EXPENSES SUBTOTAL	814.00	75,000.00	-	75,000.00	
EQUIPMENT (Itemize any equipment that costs more than \$2,000)					
EQUIPMENT SUBTOTAL	-	-	-	-	
SUBCONTRACTORS Requires First 5 prior approval; List separately, if more than one subcontractor, and submit subcontractor's project budget					
Lotus Bloom	302,411.00	59,520.00	295,723.00	86,800.00	Coordination of services and programs for San Antonio Family Resource Center, including Family Navigation Services, Parent-Child Playgroup activities, and Parent Leadership activities
EBAC	55,000.00	-	40,000.00	-	Community Based Participatory Research (CBPR) project on creating community-developed "school readiness" definition and research/evaluation activities relating to FRC development. Includes recruiting and convening community members, providing multiple trainings on research methods, data collection and analysis, and reporting
Trybe	75,000.00	28,500.00	145,000.00	23,500.00	San Antonio Family Resource Center Parent Outreach Worker staff and activities, as well as supervision of Parent Outreach staff
SUBCONTRACTORS SUBTOTAL	432,411.00	88,020.00	480,723.00	110,300.00	
OTHER (Additional items that cost more than \$5,000)					

OTHER SUBTOTAL	-		-		
SUBTOTAL OF DIRECT EXPENSES (Sum of totals for Personnel, General, Equipment, Subcontractors and Other)	452,600.00	200,520.00	490,723.00	225,300.00	
ADMINISTRATIVE/INDIRECT COSTS (Maximum 15%)	17,400.00	-	7,277.00	-	General admin support and contract management; legal, IT and County admin services; rent/occupancy for office space/workstallation for staff supporting NRFS projects
TOTAL BUDGET per Term	470,000.00	42.7%	498,000.00	45.2%	
TOTAL CONTRACT Amount				968,000.00	<i>Sum of total budgets for two terms</i>



ATTACHMENT 2.0A

REVISED RESULTS BASED ACCOUNTABILITY (RBA) PLAN

Contractor: County of Alameda, ALL IN Alameda County

Contract Term: July 1, 2019-June 30, 2021

First 5 Strategy: *Neighborhoods Ready for School (NRS)*

Program: *Neighborhoods Ready for School*

Program Specific Result 1 Build Neighborhoods Ready for School Infrastructure (i.e. Major Activities related to Staffing, Facilities, Data Systems)			
Funded Activity 1.A Identify and develop medium and long-term physical space needs/plan for San Antonio Family Resource Center and partner co-location	Performance Measure 1.A.1 Physical space plan developed Yes/No	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <input type="checkbox"/> July 15, 2021
Funded Activity 1.B Advocate for increased community access to safe outdoor space (e.g., San Antonio Park)	Performance Measure 1.B.1 Collaborative engaged in advocacy efforts to increase community access to safe outdoor space (Yes/No)	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <input type="checkbox"/> July 15, 2021
Funded Activity 1.C Revise data collection system based on current programs and processes	Performance Measure 1.C.1 Data system developed? (Yes/No)	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <input type="checkbox"/> July 15, 2021

Program Specific Result 1 Build Neighborhoods Ready for School Infrastructure (i.e. Major Activities related to Staffing, Facilities, Data Systems)		
Funded Activity 1.D Update data collection protocol	Performance Measure 1.D.1 Data collection protocol updated? (Yes/No)	Data Tool Updated Data Collection Protocol Spreadsheet (previously submitted to First 5 through January 2019 reporting) <input type="checkbox"/> Individual level demographic data to be submitted to First 5
Supporting Documents		
<ul style="list-style-type: none"> ▪ Description of advocacy efforts undertaken to increase community access to safe outdoor space ▪ Data collection protocol 		

Program Specific Result 2 Governance Structure and Capacity Building Opportunities Developed for Providers/Partners		
Funded Activity 2.A San Antonio Family Resource Center (SAFRC) Executive Committee meets on monthly basis. Resident and Parent Leaders (PAR) team presents regularly to executive team. (Note: Subcommittees on pause due to COVID-19).	Performance Measure 2.A.1 # of neighborhood partners engaged in NRFS project	Data Tool Grantee records (i.e. sign-in sheets) <input checked="" type="checkbox"/> Individual level demographic data to be submitted to First 5
Funded Activity 2.B Provide four (4) virtual parent leadership workshops	Performance Measure 2.B.1 # of workshops completed	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5

Program Specific Result 2 Governance Structure and Capacity Building Opportunities Developed for Providers/Partners Funded Activity 2.B (continued)			
	Performance Measure 2.B.2 # of parents/caregivers with children 0-5 years old served	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021
	Performance Measure 2.B.3 # of parents/caregivers with leadership and advocacy skills and the opportunities to use them	Data Tool Focus Group Conducted by CCER <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ July 15, 2021
Funded Activity 2.C Connect the SAFRC to the Neighborhood Steering committee to ensure strategy alignment and engage additional partners.	Performance Measure 2.C.1 Submit summary of results of connection between Neighborhood Steering committee and SAFRC? (Yes/No)	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ July 15, 2021
Supporting Documents			
<ul style="list-style-type: none"> ▪ Dates of workshops and trainings completed ▪ Summary of results of connection between Neighborhood Steering committee and SAFRC 			

Program Specific Result 3 Parent/caregivers with children 0-5 years are engaged in NRFS project			
Funded Activity 3.A Provide one (1) Family Cafes series (5 weeks) ▪ 12-15 parents/caregivers with children 0-5 will attend each café session	Performance Measure 3.A.1 # of Family Café series completed	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2021

Program Specific Result 3			
Parent/caregivers with children 0-5 years are engaged in NRFS project			
<p>Funded Activity 3.A (continued)</p> <ul style="list-style-type: none"> Integrate appropriate First 5 strategies/data (e.g., Help Me Grow, school readiness, Fatherhood) into at least one (1) session of each café series. <p>[Series completed in February 2020]</p>	<p>Performance Measure 3.A.2</p> <p># of parents/caregivers with children 0-5 served</p>	<p>Data Tool</p> <p>Grantee records</p> <p><input type="checkbox"/> Individual level demographic data to be submitted to First 5</p>	<p>Periodicity of Reporting</p> <ul style="list-style-type: none"> January 15, 2021
	<p>Performance Measure 3.A.3</p> <p>% of parents/caregivers with children 0-5 who have what they need to support their child's health and wellbeing</p>	<p>Data Tool</p> <p>Focus Group conducted by CCER</p> <p><input type="checkbox"/> Individual level demographic data to be submitted to First 5</p>	<p>Periodicity of Reporting</p> <ul style="list-style-type: none"> July 15, 2021
<p>Funded Activity 3.B.</p> <p>Parent Outreach Leaders with children ages 0-5 engaged in project</p>	<p>Performance Measure 3.A.4</p> <p># of parents/caregivers with leadership and advocacy skills and the opportunities to use them</p>	<p>Data Tool</p> <p>Grantee Records</p> <p><input type="checkbox"/> Individual level demographic data to be submitted to First 5</p>	<p>Periodicity of Reporting</p> <ul style="list-style-type: none"> July 15, 2021
<p>Funded Activity 3.C</p> <p>Parent Leaders organize and lead community and targeted food distributions (3x week)</p> <ul style="list-style-type: none"> Target of 300 families/week 	<p>Performance Measure 3.B.1</p> <p># of Parent Outreach Team members providing warm hand offs to the family navigation team</p>	<p>Data Tool</p> <p>Grantee records</p> <p><input type="checkbox"/> Individual level demographic data to be submitted to First 5</p>	<p>Periodicity of Reporting</p> <ul style="list-style-type: none"> January 15, 2021 July 15, 2021
	<p>Performance Measure 3.C.1</p> <p># of events completed</p>	<p>Data Tool</p> <p>Grantee records</p> <p><input type="checkbox"/> Individual level demographic data to be submitted to First 5</p>	<p>Periodicity of Reporting</p> <ul style="list-style-type: none"> January 15, 2021 July 15, 2021

Program Specific Result 3 Parent/caregivers with children 0-5 years are engaged in NRFS project				
Funded Activity 3.C (continued) <ul style="list-style-type: none"> Focusing on families with children 0-5 and families with specific needs due to COVID-19 positive results in household 	Performance Measure 3.C.2 # of parent leaders organizing and leading community and targeted food distributions	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2021 July 15, 2021 	
Funded Activity 3.D Parent Outreach Team makes connections/warm hand offs to family navigation team	Performance Measure 3.D.1 # of Parent Outreach Team members providing warm hand offs to the family navigation team	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2021 July 15, 2021 	
Funded Activity 3.E Conduct community based participatory research (CBPR) project, including 12 parents on core research team, and at least at 20 parents/community members engaged by research team	Performance Measure 3.E.1 # of parents with children 0-5 engaged in CBPR project.	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2020 January 15, 2021 July 15, 2021 	
	Performance Measure 3.E.2 # of parents/caregivers with children 0-5 years old with leadership and advocacy skills and the opportunities to use them	Data Tool Grantee Records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2020 January 15, 2021 July 15, 2021 	
Supporting Documents				
<ul style="list-style-type: none"> List of dates and brief description of Community Events Community Based Participatory Research Report 				

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Program Specific Result 4 Increased coordination, navigation and location of programs and services for families with children 0-5.			
Funded Activity 4.B Family Navigators provide navigation services to approx. 150 families with children 0-5 years old.	Performance Measure 4.B.1 # of parents/caregivers with children 0-5 served	Data Tool Grantee records <input checked="" type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> ▪ January 15, 2020 ▪ January 15, 2021 ▪ July 15, 2021
	Performance Measure 4.B.2 # of parents/caregivers enrolled in at least one support program or service	Data Tool Grantee Records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> ▪ January 15, 2020 ▪ January 15, 2021 ▪ July 15, 2021
	Performance Measure 4.B.3 # out of # of parents/caregivers with children 0-5 who have what they need to support their child's health and wellbeing	Data Tool Focus Group by CCER <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> ▪ July 15, 2021
Funded Activity 4.C Strengthen community partnerships through establishing Referral partnerships and school/CDC/Community Center networks	Performance Measure 4.C.1 List and description of newly established or strengthened referral partnerships	Data Tool Grantee Records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> ▪ July 15, 2021
Supporting Documents <ul style="list-style-type: none"> ▪ List of programs where families have been referred and enrolled ▪ Description of newly established or strengthened referral partnerships with other CBOs, and school/CDC/Community Center networks 			

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Program Specific Result 5 New and enhanced early childhood programs and services are developed and implemented			
Funded Activity 5.A Provide Lotus Bloom Multicultural Playgroup three (3) times/week, for 1.5 hours per session for 24 children 0-5.	Performance Measure 5.A.1 # of new or enhanced early childhood programs or services	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2020 ▪ January 15, 2021 ▪ July 15, 2021
Provide Lotus Bloom playgroup series in stable groups for 8 weeks. (Note: Structure and targets subject to change due to COVID-19)	Performance Measure 5.A.2 # of children 0-5 served	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2020 ▪ January 15, 2021 ▪ July 15, 2021
	Performance Measure 5.A.3 # of parents/caregivers with children 0-5 served	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2020 ▪ January 15, 2021 ▪ July 15, 2021
	Performance Measure 5.A.4 % of parent/caregivers with children 0-5 who have what they need to support their child's growth and wellbeing	Data Tool Focus Group Conducted by CCER <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ July 15, 2021
Funded Activity 5.B Provide Lotus Bloom Developmental Playgroup 1 hour, 1/week for 12 children 0-5 (Note: On pause as of March 2020 due to COVID-19)	Performance Measure 5.B.1 # of new or enhanced early childhood programs or services	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2020 ▪ July 15, 2021

Program Specific Result 5 New and enhanced early childhood programs and services are developed and implemented			
Funded Activity 5.B (continued)	Performance Measure 5.B.2 # of children 0-5 served	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2020 ▪ July 15, 2021
	Performance Measure 5.B.3 # of parents/caregivers with children 0-5 served	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2020 ▪ July 15, 2021

Program Specific Result 6 Increased economic resources and financial supports for families with children 0-5			
Funded Activity 6.A Provide referrals to financial supports, and provide case management/support to ensure enrollment and document supports received (examples: unemployment, basic needs/cash assistance from various sources)	Performance Measure 6.A.1 # of unduplicated parents/caregivers with children 0-5 served	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021
	Performance Measure 6.A.2 # out of # of parents/caregivers with children 0-5 who improve their financial wellbeing	Data Tool Focus Group Conducted by CCER <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ July 15, 2021
	Performance Measure 6.B.1 # of unduplicated parents/caregivers with children 0-5 served	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021
Funded Activity 6.B Provide emergency assistance to families with children 0-5, including -Small emergency basic needs allocations -Emergency diapers/other materials			

Funded Activity 6.B (continued)	Performance Measure 6.B.2 # out of # of parents/caregivers with children 0-5 who improve their financial wellbeing	Data Tool Focus Group Conducted by CCER <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> ▪ July 15, 2021
Funded Activity 6.C Parent Leaders organize and lead community and targeted food distributions (3x week) <ul style="list-style-type: none"> ▪ Target of 300 families/week ▪ Focusing on families with children 0-5 and families with specific needs due to COVID-19 positive results in household 	Performance Measure 6.C.1. # of unduplicated parents/caregivers with children 0-5 years old served	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> ▪ January 15, 2021 ▪ July 15, 2021
Supporting Documents <ul style="list-style-type: none"> ▪ Summary of types of economic and financial support services provided to families 			

Program Specific Result 7 Other contract requirements and activities			
Funded Activity 7.A Alamedakids.org: Designate a staff person to enter all applicable programs and services into the online Early Childhood Resource Directory (alamedakids.org) and ensure data is up-to-date.	Performance Measure 7.A.1 Staff person designated (Yes/No)	Data Tool Alamedakids.org records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> ▪ January 15, 2021 ▪ July 15, 2021

Program Specific Result 7			
Other contract requirements and activities			
Funded Activity 7.A (continued)	Performance Measure 7.A.2 Alamedakids.org (Yes/No) Data is up-to-date in	Data Tool Alamedakids.org records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021
Funded Activity 7.B Participate in 24 Monthly thirty (30) minute conference calls with First 5 to discuss program achievements, training needs, etc.	Performance Measure 7.B.1 # of monthly conference calls with First 5 completed	Data Tool First 5 NRFS Records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ July 15, 2021
Funded Activity 7.C Participate in eight (8) Quarterly Learning Community meetings (for site administrators/grant managers and other staff/partners as applicable). Topics to include: administrative business, site updates, and trainings on additional topics, including: family navigation, policy, sustainability, and communications. Dates of meetings: July 10, 2019; October 15, 2019; January 15, 2020; October 15, 2020; January 12, 2021; and April 20, 2021.	Performance Measure 7.C.1 # of Learning Community meetings attended	Data Tool First 5 NRFS Records <input checked="" type="checkbox"/> Individual level demographic data to be submitted to First 5(Provider demographics form, administered by First 5)	Periodicity of Reporting ▪ July 15, 2021

Program Specific Result 7 Other contract requirements and activities			
Funded Activity 7.D Participate in 2-3 additional trainings, as needed (i.e. Early Childhood Programming, Financial Resources, etc.)	Performance Measure 7.D.1 # of additional trainings completed	Data Tool Training @ First 5 records; grantee self-report <input checked="" type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021
Funded Activity 7.E Track and report unduplicated number of clients (children by age, parents/caregivers, and providers) served for the year and track and report the race/ethnicity and primary language of unduplicated children and parents/caregivers served for the year.	Performance Measure 7.E.1 # of clients served, race/ethnicity and primary language of children and parents/caregivers provided to First 5 using First 5 template (Yes/No)	Data Tool First 5 Excel template/High 5 Submission (First 5 to supply template)	Periodicity of Reporting July 15, 2021
Supporting Documents List of additional trainings attended, including topic and dates			

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SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Lotus Bloom, (“Contractor”) with respect to that certain agreement entered by them on July 26, 2018 (referred to herein as the “Contract”) pursuant to which Contractor acts as a co-lead agency for the San Antonio Family Resource Center project as part of the Neighborhoods Ready for School grant initiative with ALL IN Alameda County.

County and Contractor agree as follows:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed twenty-one thousand one hundred thirty-four dollars (\$21,134). As a result of these additional services the not to exceed amount has increased from nine-hundred thirty-two thousand dollars (\$932,000) to nine-hundred fifty-three thousand one hundred thirty-four dollars (\$953,134) over the term of the Agreement and any amendments.
3. Item 20 of the Standard Services Agreement, as amended in the First Amendment in paragraph 5, is again amended to replace the not to exceed amount of \$932,000 with the not to exceed amount of \$953,134.

4. Revised Exhibit A-1, Scope of Work, is amended as set forth in the attached Exhibit A-1 – Amendment 2, which is incorporated into this Agreement by this reference.
5. Revised Exhibit B, Payment Terms, is amended as set forth in the attached Exhibit B – Amendment 2, which is incorporated into this Agreement by this reference.
6. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

LOTUS BLOOM

By: Keith Carson
Signature

By: DocuSigned by:
Angela Louie Howard
F3E29CD8794F45A...
Signature

Name: Keith Carson
(Printed)

Name: Angela Louie Howard
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 12/23/2020

Approved as to Form:

By: DocuSigned by:
Ray Lara
56928B67A3E74BC...
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**REVISED EXHIBIT A-1 – AMENDMENT 2
SCOPE OF WORK**

1. Except as expressly modified by this Exhibit A-1 - Amendment 2, all of the terms and conditions of the original Exhibit A-1 – Scope of Work are and remain in full force and effect.

Contractor shall provide further services in adherence to the scope of work for project years two and three (fiscal years 2019/2020 and 2020/2021), below. Any changes must be reviewed and approved by the Director of ALL IN Alameda County prior to the performance of any changes. Approval of any changes to the services are at the sole discretion of the Director of ALL IN Alameda County.

Lotus Bloom Scope of Work – FY19-20 and FY20-21

Project Co-Lead Responsibilities

As a co-lead agency for the San Antonio Family Resource Center (SAFRC) project, Lotus Bloom will be responsible for overseeing the programmatic and strategic directions for the SAFRC, providing coordination and navigation services for families, supporting grant administration and data collection and evaluation activities, co-facilitation of governance committees, maintaining current playgroup offerings, and developing additional programming. For years two and three of the SAFRC project (July 2019 - June 2021), Lotus Bloom will be responsible for the specific tasks outlined below.

Scope of Work:

Governance and Administration

- Participate on executive committee and co-facilitate meetings of working groups
- Participate in grant administrative activities such as:
 - Monthly project calls with funder
 - Quarterly learning community meetings
 - Data collection and evaluation activities, including reporting via funder’s database (High 5)
 - Additional activities as required by funder (First 5 Alameda County).
- Develop and implement project strategic vision and work plan with activities and strategies for the SAFRC. This work plan will be vetted through the SAFRC Executive Committee. Contractor will also further develop the work plan, as appropriate or requested by County or funder.
- Coordinate and manage subcontractors as necessary to successfully implement SAFRC project components.

Infrastructure

- Maintain staff positions, including:
 - FRC Coordinator
 - Family Navigators
 - Administrative Support
 - Playgroup teachers

Parent Leadership Development

- Provide or coordinate trainings to Parent Outreach Workers and other SAFRC staff and partners on community outreach techniques and family navigation.
- Support Parent Outreach Workers to identify and implement Parent-led projects to support families with children ages 0-5.
- With Trybe, develop and monitor work plan for Parent Leaders and ensure parent leaders meet goals, including leading Community Outreach Events that advance the early childhood needs of the community.
- Administer stipends for program participation and gift cards as outreach tools as necessary.
- In partnership with County’s contractor, identify participants and administer stipends for community researchers involved in community-based participatory research project.

Service Navigation and Coordination

- Provide navigation services to at least 150 families per fiscal year
- Establish referral protocols with partners, including to Trybe parent outreach team for basic needs distribution
- Oversee diaper distribution to current clients and consistently enroll families referred from partners in diaper program
- Identify and connect with community-based partners and providers based on needs identified by parent outreach team and working groups.
- Increase or amend program and service offerings from partner organizations based on community feedback.

Early Childhood Programs and Services

- Implement early childhood programs and services for children, such as:
 - Playgroups in compliance with County Health Officer orders
 - Additional programs as required by funder

**REVISED EXHIBIT B – AMENDMENT 2
PAYMENT TERMS**

1. Except as expressly modified by this Revised Exhibit B – Amendment 2, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.
2. County will pay Contractor upon successful completion and acceptance of the services listed at the invoicing intervals below, within thirty (30) days, upon receipt of invoice.

Year 3: FY 2020-2021

	Requirement Due	Due Date
1.	Invoice 1, Expense Report Due for activities from July 1—September 30, 2020	October 10, 2020
2.	Invoice 2, Expense Report Due for activities from October 1—December 31, 2020	January 10, 2021
3.	Invoice 3, Expense Report Due for activities from January 1—March 31, 2021	April 10, 2021
4.	Invoice 4, Expense Report Due for activities from April 1—June 30, 2021	July 10, 2021

3. Invoices will be reviewed for approval by the Director of ALL IN Alameda County. Send invoices to Corey Brown, Administrative Assistant, via email at corey.brown2@acgov.org AND Jessica Blakemore, jessica.blakemore@acgov.org
4. Total payment under the terms of this Agreement will not exceed the total amount of \$953,134. This cost includes all taxes and all other charges.
5. The budget on the next page is added to Exhibit B – Amendment 2 for services provided July 1, 2020 through June 30, 2021

Procurement Contract No. 17229

BUDGET LINE ITEMS	FY 18-19	FY 19-20	FY 20-21	Project Total
PERSONNEL EXPENSES				
<i>List position, FTE % on project, rate</i>				
Executive Director(s)	\$ 24,334	\$ 24,333	\$ 23,500	\$72,167
SAFRC Director	\$ 44,708	\$ 50,000	\$ 50,000	\$144,708
Family Navigators	\$ 42,000	\$ 45,000	\$ 74,880	\$161,880
Playgroup Teachers		\$ 47,000	\$ 37,440	\$84,440
Administrative Support	\$ 40,000	\$ 45,000	\$ 17,000	\$102,000
Total Salaries	\$151,042	\$211,333	\$202,820	\$565,195
Personnel Benefits	\$ 37,760	\$ 50,720	\$ 50,705	\$139,185
Personnel Expenses SUBTOTAL	\$188,802	\$262,053	\$253,525	\$704,380
GENERAL EXPENSES				
Training	\$ 6,000	\$ 5,000	\$ 4,500	\$15,500
Strategic Planning	\$ 13,000			\$13,000
Program Materials	\$ 6,000	\$ 7,500	\$ 7,000	\$20,500
Parent Outreach Stipends	\$ 92,160			\$92,160
Printing and Office Supplies	\$ 2,000	\$ 4,060	\$ 1,500	\$7,560
Staff Travel	\$ 3,000	\$ 2,000	\$ 2,000	\$7,000
Miscellaneous		\$ 2,000		\$2,000
CBPAR Stipends		\$ 10,000	\$ 15,000	\$25,000
Enhanced Playgroup Curriculum	\$ 10,000			\$10,000
Basic Needs Fund			\$ 5,000	\$5,000
General Expenses SUBTOTAL	\$132,160	\$ 30,560	\$ 35,000	\$197,220
EQUIPMENT				
Facility enhancements	\$ 22,600	\$ 2,600		\$25,200
Equipment SUBTOTAL	\$ 22,600	\$ 2,600		\$25,200
SUBTOTAL OF DIRECT EXPENSES	\$343,562	\$295,213	\$288,525	\$926,800
ADMINISTRATIVE/INDIRECT COSTS				
Professional Services (HR, IT, ETC)	\$ 4,438	\$ 4,198	\$ 4,198	\$12,834
Rent/Occupancy	\$ 4,000			\$4,000
Insurance/Taxes	\$ 3,000	\$ 3,000	\$ 3,000	\$9,000
Administrative/Indirect SUBTOTAL	\$ 11,438	\$ 7,198	\$ 7,198	\$25,834
TOTAL BUDGET	\$355,000	\$302,411	\$295,723	\$953,134

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Trybe Inc, (“Contractor”) with respect to that certain agreement entered by them on July 23, 2019 (referred to herein as the “Agreement”) pursuant to which Contractor acts as a co-lead agency for the San Antonio Family Resource Center project as part of the Neighborhoods Ready for School grant initiative with ALL IN Alameda County.

County and Contractor agree as follows:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed seventy thousand dollars (\$70,000). As a result of these additional services the not to exceed amount has increased from one-hundred fifty thousand dollars (\$150,000) to two hundred twenty thousand dollars (\$220,000) over the term of the Agreement and any amendments.
3. Item 20 of the Standard Services Agreement is amended to replace the not to exceed amount of \$150,000 with the new not to exceed amount of \$220,000.
4. Revised Exhibit A-1, Scope of Work, as set forth in the attached Exhibit A-1 –

Amendment 1, is incorporated into, and made part of, this Agreement by this reference.

5. Revised Exhibit B, Payment Terms, as set forth in the attached Exhibit B – Amendment 1, is incorporated into this Agreement by this reference.
6. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

TRYBE INC.

By: Keith Carson
Signature

By: Andrew Park
Signature

Name: Keith CARSON
(Printed)

Name: Andrew Park
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 12/23/2020

Approved as to Form:

By: Ray Lara
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**REVISED EXHIBIT A-1 – AMENDMENT 1
SCOPE OF WORK**

1. Except as expressly modified by this Exhibit A-1 - Amendment 1, all of the terms and conditions of the original Exhibit A-1 – Scope of Work are and remain in full force and effect.

Contractor shall provide further services in adherence to the scope of work for Fiscal Year 2020/2021, below. Any changes must be reviewed and approved by the Director of ALL IN Alameda County prior to the performance of any changes. Approval of any changes to the services are at the sole discretion of the Director of ALL IN Alameda County.

Governance and Administration

- Participate in San Antonio Family Resource Center (SAFRC) governance and planning activities

Parent Leadership Development

- Manage and staff the parent outreach team, including one Parent Outreach Coordinator, one Logistics Coordinator, and at least five Parent Outreach Workers
 - Parent Outreach Coordinator will:
 - Develop and manage Parent Outreach Worker work plan
 - Identify and coordinate necessary trainings for Parent Outreach Team
 - Collect and report on program data as required by funder (First 5)
 - Participate in SAFRC governance and planning activities
 - Logistics Coordinator will:
 - Facilitate distribution of emergency and essential goods to families with children ages 0-5
 - Ensure seamless referral processes for SAFRC families
 - Parent Outreach Team will:
 - Provide referral and light navigation services for resources such as housing, benefits, and food
 - Connect families to case management/family navigation at SAFRC
 - Participate in SAFRC governance and planning activities

Emergency Basic Needs Distribution

- Contractor will ensure families referred from SAFRC partners are incorporated into ongoing emergency food and other basic needs distribution processes
- Distribute basic needs supplies received from in-kind sources to families with children 0-5 as necessary

Procurement Contract No. 18722

- Purchase and distribute emergency goods, such as diapers, as needed to meet needs of families in isolation/quarantine
- Keep accurate data and records of distribution activities as directed by funder (First 5 Alameda County)
- Work in partnership with ALL IN to complete required programmatic and financial reporting

**REVISED EXHIBIT B – AMENDMENT 1
PAYMENT TERMS**

1. Except as expressly modified by this Exhibit B – Amendment 1, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.
2. County will pay Contractor upon successful completion and acceptance of the services listed at the invoicing intervals below, within thirty (30) days, upon receipt of invoice.

Year 3: FY 2020-2021

	Requirement Due	Due Date
1.	Invoice 1, Expense Report Due for activities from July 1—September 30, 2020	October 10, 2020
2.	Invoice 2, Expense Report Due for activities from October 1—December 31, 2020	January 10, 2021
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3. Invoices will be reviewed for approval by the Director of ALL IN Alameda County. Send invoices to Corey Brown, Administrative Assistant, via email at corey.brown2@acgov.org AND Jessica Blakemore, jessica.blakemore@acgov.org
4. Total payment under the terms of this Agreement, including all amendments, will not exceed the total amount of \$220,000. This cost includes all taxes and all other charges.
5. The budget on this page is added to Exhibit B – Amendment 1 for services provided July 1, 2020 through June 30, 2021

BUDGET LINE ITEMS	FY19-20	FY20-21
Parent Outreach Stipends	\$73,000.00	\$90,000.00
Parent Outreach/Logistics Coordinator		\$40,000.00
Program Materials (emergency basic needs items)	\$2,000.00	\$15,000.00
TOTAL BUDGET	\$75,000.00	\$145,000.00