



The First 5 years.
Make them count.

GRANT AGREEMENT

I. GENERAL PROVISIONS

Contract Detail					
Date: Date of Execution			Contract Number:		2022-115-001
Grantee Name:		City of San José			
Term of Agreement:		Start Date:	Date of Execution	End Date:	06/30/2022
Fiscal Year:	FY 2021/2022	Maximum Financial Obligation:		\$98,000	
<p>Brief Program Description: The City of San José, on behalf of the San José Public Library (SJPL) Early Education Services will partner with FIRST 5 Santa Clara County to provide targeted services and support to Family, Friend, and Neighbor (FFN) Caregivers. The following has been identified as goals of the FFN Caregiver Support Network:</p> <ul style="list-style-type: none"> • Address barriers to access, including childcare, language, immigration status, technology and digital access, financial insecurity, and food instability. • Promote social connection through creating social and learning networking communities. • Create a person-centered approach because the needs of informal caregivers are so varied. <p>This project will serve a total of 50 FFN caregivers of children ages infant to five years of age and will begin offering services in the Fall of 2021.</p>					




II. PARTIES TO AGREEMENT; NOTICES

Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

GRANTEE	FIRST 5 Santa Clara County
Legal notices pertaining to this Agreement will be sent to the name, address and contact person below:	
Contact Person: Araceli Delgado-Ortiz	Maureen Shilling
Address: 150 East San Fernando St.	4000 Moorpark Avenue, Suite 200
City/State/Zip: San José, CA 95112	San Jose, CA 95117

III. CONTRACT AUTHORIZATION

It is agreed between the PARTIES that GRANTEE will, for the compensation described in this Agreement, perform the work described in Section V.A.1.a. in accordance with all terms and conditions of this Agreement including all exhibits.

Signature	
Patricia Gardner, Interim Chief Executive Officer FIRST 5 Santa Clara County	<small>DocuSigned by:</small>  <small>5424A458B25A444...</small>
Sarah Zarate City of San José, City Manager's Office	
Approved as to Form: Aaron Yu, Deputy City Attorney	
	Date: 11/2/2021 Date: 11/23/21 Date: 11/15/2021

IV. EXHIBIT(S) TO THIS AGREEMENT:

The following exhibits are attached hereto and incorporated into this Agreement:

- Exhibit A, Scope of Work
- Exhibit B, Budget
- Exhibit C, Reporting, Monitoring and Evaluation Requirements
- Exhibit D, Grant Agreement Invoice Requirements
- Exhibit E, Principles on Equity
- Exhibit F, Media Kit for FIRST 5 Santa Clara County
- Exhibit G, FIRST 5 Santa Clara County Healthy Food and Beverage Guidelines for Funded Organizations
- Exhibit H, FIRST 5 Santa Clara County Strategic Plan

V. SERVICE PROVISIONS AND REQUIREMENTS

A) Service Provisions

- 1) **Scope of Work (Exhibit A) and Budget (Exhibit B).** GRANTEE agrees to provide services as outlined in the following:
 - a) Scope of Work (Exhibit A)
 - b) Budget (Exhibit B)

B) General Service Requirements

- 1) **Leveraging Requirement.** FIRST 5 recognizes the unique relationship that the GRANTEE may have with Medi-Cal eligible families and the expertise of the GRANTEE in identifying, assessing and navigating the health care needs of Medi-Cal eligible families and children it serves. FIRST 5 may require GRANTEE's participation in federal, state and local leveraging opportunities such as Medicaid Administrative Activities (MAA). Such participation may include appropriate training, reporting and documentation of activities, services and associated costs. Reporting may include written documentation associated with service delivery and related

costs, and/or the tracking of staff time through time survey instruments.

- 2) **FIRST 5 Branding and Acknowledgement.** GRANTEE must acknowledge FIRST 5 Santa Clara County including the statement, "Funded by FIRST 5 Santa Clara County" in all publications or materials referring to programs funded by this Agreement. In accordance with Media Kit for FIRST 5 Santa Clara County (Exhibit F), GRANTEE agrees to prominently display the FIRST 5 logo and FIRST 5 URL address.
- 3) **Audited Financial Statements.** Prior to execution of contract, GRANTEE must submit a copy of their most recent audited financial statement or auditor letter completed in accordance with generally accepted accounting principles. GRANTEE must also submit to FIRST 5 within 30 days of completion any similar audit documents during the course of this Agreement.

If GRANTEE's organization does not require audited statements, as part of internal controls, a written verification and copy of the GRANTEE's IRS Form 990 is required in lieu of audited statements.

GRANTEE must ensure that one or more expenses charged to FIRST 5 under this Agreement are included in testing conducted by the GRANTEE's auditor in the preparation of the GRANTEE's audited financial statements.

If GRANTEE receives federal funding in excess of \$750,000, GRANTEE shall submit a copy of their single audit.

Public entities (county departments, cities, school districts, etc.) are exempt from this requirement.

- 4) **Match.** GRANTEE may be required to provide cash or in-kind match, as indicated in their Exhibit B, Budget.

VI. FISCAL PROVISIONS

- A) **Payment.** FIRST 5 will reimburse GRANTEE for services provided under this Agreement in accordance with the Budget included as Exhibit B and requirements in Exhibit D: Grant Agreement Invoice Requirements.
- B) **Availability of Funds.** The services provided pursuant to this Agreement may be funded through Federal, State or County funds, California First 5 funds and/or through another third party funder. At any time during the term of this Agreement, if such funds are not secured, FIRST 5 reserves the right to continue to fund the services or to reduce, suspend or terminate this Agreement. GRANTEE expressly waives any and all claims against FIRST 5 for damages arising from the reduction, suspension or termination of funds.
- C) **Unspent Funds.** Any budgeted funds not expended by the termination date of this Agreement remain with FIRST 5.
- D) **Funding Restrictions.** Funds received from FIRST 5 must be used only to fund new levels of service or to supplement existing levels of service. Consistent with the legal requirements of the California Children and Families Act of 1998, GRANTEE hereby certifies that no monies provided through this Agreement will be used to supplant State or local general fund money for any purpose.
- E) **Year-End Close Requirement.** To facilitate FIRST 5's preparation of its financial statement

in a timely manner, GRANTEE must submit an estimated or final invoice, identifying the total amount of grant funds expended for the annual term, July 1 to June 30, by July 15 of the following fiscal year.

- F) Disallowed Costs.** If GRANTEE claims or receives payment from FIRST 5 for a service reimbursement which is later disallowed by the State of California, United States Government, or other funder, GRANTEE shall promptly refund the disallowed amount to FIRST 5 upon FIRST 5's request. At its option, FIRST 5 may offset the amount disallowed from any payment due or to become due to GRANTEE under this Agreement or any other Agreement.
- G) Submitting False Claims; Monetary Penalties.** Pursuant to Government Code §12650 et. Seq., any person including a GRANTEE, subcontractor or a consultant, who submits a false claim, shall be liable to FIRST 5 for three times the amount of damages which FIRST 5 sustains because of the false claim. A person who commits a false claim shall also be liable to FIRST 5 for the cost of a civil action brought to recover penalties or damages, and may be liable to FIRST 5 for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim.
- H) Payment Does Not Imply Acceptance of Work.** No payment shall in any way lessen the liability of GRANTEE to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components or workmanship that does not conform to the requirements of this Agreement may be rejected by FIRST 5 and in such case must be remedied or replaced by GRANTEE without delay at no additional cost to FIRST 5.
- I) Suspended or Debarred from Receiving Federal or State Funds.** By executing this Agreement, GRANTEE certifies that GRANTEE is not suspended, debarred or otherwise excluded from participation in federal or state programs. GRANTEE acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement. GRANTEE must notify FIRST 5 if GRANTEE is suspended or debarred from receiving state or federal funds during the term of this Agreement.

VII. BUDGET JUSTIFICATION

- A) Line Item.** GRANTEE's charges must be set forth in the detailed line item Budget (Exhibit B).
- B) Budget Revisions.** GRANTEE may transfer funds between line items established in Exhibit B if the transfers represent less than a 10 percent (10%) change to that item. Deviations exceeding 10 percent of any single category proposed in the line item budget must receive FIRST 5's written approval before payment to GRANTEE. GRANTEE must submit a request for written approval sixty (60) days prior to each fiscal year end date. FIRST 5 will consider up to two Budget Revision requests for each fiscal year during the term of this Agreement. If the Program costs more than originally specified, the GRANTEE is solely responsible for the excess cost. A budget revision approved pursuant to this Section VII.B shall not require an amendment to this Agreement unless the budget revision requires an increase to the maximum amount of this Agreement.
- C) Limitations to Payments.** FIRST 5 may elect not to make a particular payment or seek repayment if:
- 1) **Misrepresentation.** With or without actual knowledge, GRANTEE misrepresents a material fact with respect to information furnished by GRANTEE, directly or indirectly, to FIRST 5.

- 2) **Litigation.** There is pending litigation related to the performance of any of GRANTEE's duties or obligations that may jeopardize or adversely affect the Program.
 - 3) **Unauthorized Actions.** GRANTEE takes any action requiring prior approval under this Agreement, without receiving FIRST 5 written approval.
 - 4) **Default.** GRANTEE is in material default under any provision of this Agreement and has not taken reasonably prompt steps to remedy the item.
 - 5) **Fiscal and Non-Fiscal Reporting.** GRANTEE does not submit the required statements and reports as specified in this Agreement.
 - 6) **Failure** to abide by the terms and conditions specified in Agreement.
- D) Reimbursement.** GRANTEE can only claim reimbursement from FIRST 5, or apply sums received from FIRST 5, for the specific services outlined in the Scope of Work (Exhibit A) and Budget (Exhibit B). Any money received for services identified in this Agreement from other sources of revenue, such as State reimbursement or fees collected for services provided, must be used by GRANTEE to expand, enhance, or build the capacity of the services.
- E) Title of Equipment.** Title of equipment or property purchased by GRANTEE in excess of \$5,000, acquired for services described in Exhibit A and through funding described in Exhibit B will vest with the GRANTEE from the date of purchase for the length of the Agreement. At the conclusion of the Agreement, written certification from FIRST 5 is required to continue ownership. Without such certification, ownership will vest with FIRST 5. Reasons supporting certification include, but are not limited to, continued use of the equipment or property for the services described in Exhibit A beyond the term of this Agreement.
- F) Ownership Rights to Materials.** All materials obtained, developed or prepared by GRANTEE in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of FIRST 5. To the extent GRANTEE owns or claims ownership rights to said Deliverables, GRANTEE hereby expressly assigns all said rights, title, and interest in and to the Deliverables to FIRST 5 pursuant to the terms and conditions of this Agreement and at no additional cost. FIRST 5 has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If GRANTEE wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, GRANTEE shall obtain prior written authorization from FIRST 5, which consent may be withheld by FIRST 5 in its sole discretion. GRANTEE acknowledges that all original works of authorship which are made by GRANTEE (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to FIRST 5. GRANTEE agrees that FIRST 5 will be the copyright owner in all copyrightable works of every kind and description created or developed by GRANTEE, solely or jointly with others, in connection with any agreement with FIRST 5. If requested to, and at no further expense to FIRST 5, GRANTEE will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in FIRST 5 and its nominees of such copyrights.

VIII. TERMINATION

- A) Termination Without Cause.** Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice. All invoices are required to be submitted to FIRST 5 within 30 days after the termination date.

B) Termination for Cause. If FIRST 5 determines that the GRANTEE cannot meet the requirements of this contract, it may terminate this Agreement upon written notice to GRANTEE. The notice will specify the reason for termination and will indicate the effective date of termination. Reasons for termination include, but are not limited to, the following:

- 1) Any breach of this Agreement by GRANTEE;
- 2) Violation by GRANTEE of any applicable laws, rules, regulations or policies;
- 3) Assignment, delegation or subcontracting of services under this Agreement by GRANTEE without prior written consent from FIRST 5;
- 4) Failure to provide services to FIRST 5's satisfaction; or
- 5) GRANTEE's filing of a voluntary petition in bankruptcy; receipt of an adjudication that GRANTEE IS insolvent; obtaining an order for relief under Section 301 of the U.S. Bankruptcy Code (11 U.S.C. § 301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency, or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of GRANTEE, or any of GRANTEE's property; making an assignment for the benefit of creditors; or failing to pay GRANTEE's debts generally as they become due.

C) Termination Due to Cessation of Funding. FIRST 5 has the right to terminate this Agreement upon thirty (30) days written notice in the event that program funding is reduced, suspended or terminated for any reason. GRANTEE expressly waives any and all claims against FIRST 5 for damages arising from the reduction, suspension or termination of funds.

D) Termination Provision. GRANTEE will deliver to FIRST 5 copies of all materials used or developed for this grant including, but not limited to, all data collection forms, reports and other work performed by GRANTEE under this Agreement. Upon receipt, GRANTEE will be paid for services performed and reimbursable expenses incurred to the date of termination. Any funds not expended by the termination date of this agreement remain with FIRST 5.

IX. NON-EXCLUSIVE REMEDIES

Notwithstanding this Agreement, the remedies listed in the Agreement are non-exclusive and FIRST 5 and GRANTEE retain all other rights and remedies they may have under general law, including the right to terminate this Agreement immediately without advance notice if GRANTEE becomes unable to perform its obligations.

X. STANDARD PROVISIONS

A) Reporting, Monitoring and Evaluation

- 1) Reports. GRANTEE shall submit timely reports on its progress in achieving contract objectives as specified by FIRST 5 in Exhibit C.
- 2) Monitoring. FIRST 5 will monitor the work performed and financial obligations incurred under this Agreement to determine whether GRANTEE'S operation conforms to the terms of this Agreement.

GRANTEE agrees to cooperate with FIRST 5 on the implementation, monitoring and evaluation of this Agreement and to comply with any and all reporting, data collection and evaluation requirements established by FIRST 5, including but not limited to submission of reports specified in Exhibit C.

- 3) Evaluation. GRANTEE must participate in research and/or evaluation studies designed by FIRST 5 Santa Clara County and First 5 California to measure the effectiveness and efficiency of GRANTEE's services and to provide information on GRANTEE's services. GRANTEE shall work with FIRST 5 to ensure that GRANTEE's data collection activities meet local and State evaluation and reporting requirements. GRANTEE shall cooperate with FIRST 5 to:
 - a) Develop an evaluation implementation plan that defines short and long-term goals and objectives;
 - b) Obtain agreement on research methods and measurements tools;
 - c) Develop evaluation protocols that facilitate quality data collection; and
 - d) Assess progress toward outcomes.

In addition, GRANTEE shall abide by all evaluation expectations and requirements noted in Exhibit A, Scope of Work, and Exhibit C, Reporting, Monitoring, and Evaluation Requirements.

- 4) Data Collection. GRANTEE agrees to perform ongoing qualitative and quantitative data collection and sharing in accordance with FIRST 5 processes to ensure effective service delivery to families in compliance with applicable state and federal law.
- 5) GRANTEE may be required to submit other reports not listed in Exhibit C.

B) FIRST 5 Evaluation Cost Investment. The Commission is required to measure outcomes of funded programs. The evaluation framework for FIRST 5 Santa Clara County is designed to assess whether funded programs are achieving key outcomes identified during the Commission's strategic planning process. Grantees funded by FIRST 5 collect, track, and report data about their activities and strategies for impacting positive change in program participants. FIRST 5 will compile and examine the data to analyze how impacts vary according to key demographic characteristics of families (e.g., household income, ethnicity, parent education level) and service dosage (i.e., frequency, duration, and intensity). Evaluation results are shared with the FIRST 5 Commission, GRANTEE, key stakeholders and the community. FIRST 5 provides a significant investment funding the evaluation costs of programs and services.

C) Non-Compliance. Prior to exercising its right to terminate this Agreement for cause, FIRST 5 may elect to issue a notice of course correction for any failure by the GRANTEE to comply with any provision of this Agreement. Such notice shall indicate the nature of the issue(s) to be addressed. At FIRST 5's option, GRANTEE may be given the opportunity to respond or participate in formulating the course correction recommendation. FIRST 5 has the right to require the presence of GRANTEE's officer(s) or employee(s) at any meeting to discuss course correction.

- 1) After issuing such notice and considering GRANTEE's response, if any, FIRST 5 may develop a set of specific course correction recommendations and a timetable for implementing the recommendations. Following implementation of the course correction, the GRANTEE must forward, within the time specified, verification that the course correction recommendations have been implemented.
- 2) In the event the GRANTEE does not implement the course correction recommendations in accordance with the timetable, FIRST 5 may take action, up to and including, immediate termination of this Agreement.

D) Relationship of Parties; Independent Contractor. None of the provisions of this Agreement are intended to create, or be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purposes of

effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party is authorized to make any statements, representations, or commitments of any kind on behalf of the other party, without the written consent of the other party or as explicitly provided in this Agreement. GRANTEE is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

- E) Assignment; Delegation; Subcontracting.** GRANTEE has been selected to perform services under this Agreement based upon the qualifications and experience of GRANTEE's personnel. GRANTEE may not assign, delegate, or subcontract any portion of the rights and obligations under this Agreement without the prior written consent of FIRST 5.
- F) Staffing.** GRANTEE must ensure that appropriately trained, competent staff are assigned to the Program. GRANTEE is responsible for properly training staff assigned to the Program to ensure the continuity and level of service. GRANTEE shall also ensure that its staff maintain any licenses or certifications necessary to provide the services under this Agreement.
- G) Indemnity. For public entity Grantees.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code 895.6, or any other statute, regulation or rule, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead FIRST 5 and GRANTEE (Other Public Entity) agree to the following:
- 1) **Claims arising from sole acts or omissions of FIRST 5.** FIRST 5 agrees to defend and indemnify the GRANTEE, its agents, officers and employees, (referred to as GRANTEE) from any claim, action or proceeding against the GRANTEE, arising solely out of the acts or omissions of FIRST 5 in the performance of this Agreement. At its sole discretion, GRANTEE may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve FIRST 5 of any obligation imposed by this Agreement. GRANTEE must notify FIRST 5 promptly of any claim, action or proceeding and fully cooperate in the defense.
 - 2) **Claims arising from sole acts or omissions of GRANTEE.** GRANTEE agrees to defend and indemnify FIRST 5, its agents, employees and representatives (known as FIRST 5) from any claim, action, or proceeding against FIRST 5, arising solely out of the acts or omissions of the GRANTEE, in the performance of this Agreement. At its sole discretion, FIRST 5 may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve the GRANTEE of any obligation imposed by this Agreement. FIRST 5 must notify the GRANTEE promptly of any claim, action or proceeding and cooperate fully in the defense.
 - 3) **Claims arising from concurrent acts or omissions.** FIRST 5 agrees to defend itself and GRANTEE agrees to defend itself, from any claim, action, or proceeding arising out of the acts or omissions of FIRST 5 and GRANTEE. In such cases, FIRST 5 and GRANTEE agree to retain their own legal counsel and bear their own defense costs, and waive their right to seek reimbursement of such costs from one another except as provided in Section VIII.D.1.e.
 - 4) **Joint defense.** Notwithstanding Section VIII.D.1.c above, when FIRST 5 and GRANTEE agree in writing to a joint defense, FIRST 5 and GRANTEE may appoint a joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of FIRST 5 and the GRANTEE. FIRST 5 and the GRANTEE agree to share costs of such a joint defense and agreed settlement or resolution in equal amounts, except as provided in Section VIII.D.1.e below. FIRST 5 and the GRANTEE further agree that neither party may bind the other to any settlement

or resolution without written consent from both FIRST 5 and the GRANTEE.

- 5) **Reimbursements and or Reallocation.** In the event that a court or agreed third party arbitrator determines the comparative fault of the parties, FIRST 5 and GRANTEE may seek reimbursement based upon the comparative fault allocation or determination.

H) Insurance. Without limiting the indemnification of FIRST 5 under this Agreement, GRANTEE will maintain or cause to be maintained the following insurance coverage: (1) a policy of commercial general liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, (2) a policy of worker's compensation providing statutory coverage, and (3) liability insurance for licensed professionals and other insurance as necessary to insure it against any claim for damages arising under this Agreement, errors, and omissions. A program of self-insurance may satisfy the requirements of this provision when the GRANTEE is a public entity.

Within fifteen (15) business days after execution of this Agreement, GRANTEE must provide a Certificate of Insurance certifying required coverage has been obtained or is in full force at the commencement of the term of the Agreement. Insurance afforded by the commercial general liability policy will be endorsed to provide coverage to FIRST 5 as an additional insured.

GRANTEE will immediately notify FIRST 5 of any change in insurance coverage during the term of the Agreement. Public entities (county departments, cities, school districts, etc.) are exempt from this requirement.

I) Subcontracts. FIRST 5 must approve all subcontracts prior to their execution, unless subcontractor is already specified as an approved service provider in the attached Exhibit A.

- 1) All subcontracts must be in writing using language approved by FIRST 5 and approved by FIRST 5 prior to execution. Once fully executed, subcontracts must be provided to FIRST 5 within 15 days.
- 2) All subcontracts must require that all the terms and conditions of this Agreement apply to the subcontractor.
- 3) No payment to reimburse costs incurred by a subcontractor will be made under this Agreement unless all subcontracts are approved by FIRST 5 and signed copies have been given to FIRST 5.
- 4) No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this Agreement.
- 5) GRANTEE will monitor subcontractors on a regular basis in accordance with FIRST 5 monitoring procedures to ensure compliance with the terms and conditions of this Agreement and all related reporting requirements. GRANTEE will provide records of the subcontractors' compliance as requested by FIRST 5.
- 6) GRANTEE assures that the subcontractor(s) maintains current licensure and indemnity insurance appropriate for obligations undertaken by subcontractor(s) and will provide copies of such to FIRST 5 upon request.
- 7) All subcontractors will be paid by GRANTEE on a cost reimbursement basis.
- 8) GRANTEE will provide FIRST 5 with records of reimbursement to subcontractor(s) for obligations incurred under subcontract upon request. The amount of reimbursement funded by FIRST 5 is not to exceed the amounts itemized on Exhibit B of this Agreement.
- 9) FIRST 5 has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.

J) Conflicts of Interest. GRANTEE shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation,

California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by FIRST 5.

In accepting this Agreement, GRANTEE covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. GRANTEE further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. GRANTEE, including but not limited to GRANTEE's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

- K) Healthy Food and Beverage Guidelines.** FIRST 5 Santa Clara County strives to promote health and wellness by being a role model to promote healthy food and beverages. All grantees or subcontractors of FIRST 5 Santa Clara County are expected to be a role-model for their own staff and the families they serve by adhering to the FIRST 5 Santa Clara County Healthy Food and Beverage Guidelines for Funded Organizations (Exhibit G) when purchasing foods or beverages with FIRST 5 Santa Clara County funding or serving foods and beverages at FIRST 5 Santa Clara County affiliated, sponsored or funded meetings, programs, activities, events or celebrations.
- L) Nondiscrimination.** GRANTEE shall not discriminate against any subcontractor, employee, or applicant for employment, or in the provision of services, because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall GRANTEE discriminate in the provision of services because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- M) Religious Activities.** There will be no religious worship or instruction in connection with the performance of this Agreement. GRANTEE will accommodate children of all faiths who desire to express their religious beliefs. Expenditures of FIRST 5 funds for religious services or practices are prohibited.
- N) Cultural Diversity.** GRANTEE agrees to serve children and families from all cultures, GRANTEE shall adhere to the "Principles on Equity" (Exhibit E), which define diversity to be inclusive of children prenatal to five years of age and their families, regardless of immigration status, who: are from different ethnic, linguistic, cultural, socio-economic, religious, geographical and/or other historically or currently under-served communities, or have disabilities and other special needs.
- O) Confidentiality.** FIRST 5 and GRANTEE agree to maintain confidentiality of all information and records regarding program participants and their families obtained in the course of providing services, in compliance with federal and state law. GRANTEE will notify FIRST 5 of any requests for confidential information.
- P) Legal Requirements.** GRANTEE must comply with all applicable federal, state, and local

laws, rules, regulations, and policies relating to its performance under the Agreement. GRANTEE will also obtain and maintain, and ensure that any individuals performing services under the Agreement obtain and maintain, all licenses and permits appropriate to its proper and effective performance of this Agreement prior to the date of commencement and throughout the term of this Agreement.

- Q) Amendments.** FIRST 5 and GRANTEE may modify this Agreement only by a written amendment signed by the parties.
- R) Documents and Records.** GRANTEE will maintain complete and accurate records of the work funded by this Agreement, including records required by FIRST 5. Records are to include but are not limited to financial records, supporting employment documentation, client statistical records, and all other records related to the GRANTEE's performance under this Agreement.
- 1) GRANTEE must maintain records verifying and report that all employees and volunteers interacting with children and families through this Agreement have completed Live Scan criminal history background checks and any additional screening as required by law.
 - 2) GRANTEE agrees to permit FIRST 5 or designated representative and/or any authorized County or State Agency to audit, inspect, review, and copy all records, notes, recordings, and writings of any kind in connection with the services provided by GRANTEE under this Agreement to the extent permitted by law. All such inspection and copying shall occur during normal business hours and shall be allowed within ten business days of a written request by FIRST 5. Within ten business days of a request, GRANTEE will supply copies of requested documentation to FIRST 5.
 - 3) All records, books, reports and documentation must be retained by GRANTEE for three (3) years after termination of this Agreement or until all federal, state and FIRST 5 audits are completed, or until all disputes, litigations or claims are resolved, whichever is later.
- S) California Public Records Act.** FIRST 5 is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If GRANTEE's proprietary information is contained in documents or information submitted to FIRST 5, and GRANTEE claims that such information falls within one or more CPRA exemptions, GRANTEE must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, FIRST 5 will make best efforts to provide notice to GRANTEE prior to such disclosure. If GRANTEE contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before FIRST 5 is required to respond to the CPRA request. If GRANTEE fails to obtain such remedy within the timeframe FIRST 5 is required to respond to the CPRA request, FIRST 5 may disclose the requested information.
- T) Third Party Beneficiaries.** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.
- U) Severability.** If any provision of this Agreement is found by a court to be void, invalid or unenforceable, this Agreement will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Agreement.
- V) Governing Law.** This Agreement is executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. Venue for any

legal action regarding this Agreement will be in Santa Clara County.

- W) Contract Execution.** Unless otherwise prohibited by law or policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by FIRST 5.
- X) Waiver.** No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be expressly stated in writing and apply to the specific instance.
- Y) Third Party Requirements.** Third party funds may underwrite the contract services and may result in additional contract requirements to ensure compliance with the funder. These additional provisions may be added to the contract requirements included herein.
- Z) Entire Agreement.** This document represents the entire Agreement between the parties with respect to the subject matter. No other understanding, oral or otherwise, regarding this Agreement will be deemed to bind the parties to this Agreement.

Agreement between FIRST 5 Santa Clara County and City of San José
Scope of Work

FIRST 5 Priority Area	Early Care & Education
FIRST 5 State Result Area	Quality Early Learning Supports
Program Name	Family Friend and Neighbor
Program Description	
<p>The City of San José , on behalf of San José Public Library's (SJPL) Early Education Services will partner with FIRST 5 Santa Clara County to provide targeted services and support to Family, Friend, and Neighbor (FFN) Caregivers. The following has been identified as goals of the Family, Friend, and Neighbor (FFN) Caregiver Support Network:</p> <ul style="list-style-type: none"> • Address barriers to access, including child care, language, immigration status, technology and digital access, financial insecurity, and food instability; • Promote social connection through creating social and learning networking communities; and • Create a person-centered approach because the needs of informal caregivers are so varied. <p>This project will serve a total of 60-80 FFN caregivers of children ages infant to five years of age and will begin offering services in the winter of 2022. Project activities have been intentionally designed to respond to the key needs identified through The City of San José's FFN environmental scan conducted in 2019-2020. Activities will include:</p> <ul style="list-style-type: none"> • One-on-one assessment and coaching to link FFNs to professional development opportunities, offered virtually by SJPL and throughout the community, that build desired competencies and meet their unique needs (e.g., free, child care, offered in their language, stipends available). In addition to synchronous, virtual learning, we will provide access to and technical support in using asynchronous learning tools. • Access to devices; technical assistance in how to use devices and software applications, as well as how to stay safe online; and connectivity to the internet. • Participation in a peer-to-peer social and learning community • Needs assessment (e.g., food insecurity, food instability, health care needs, etc.) and advocacy training that includes education about and proactive connection to resources like: English as a Second Language and financial literacy classes, Trustline Registry, health and wellness and support, FRC services, and food resources (explore linkage to benefits for which caregivers are eligible, as well as daily food services for children in their care), etc. 	

EXHIBIT A

M#	Performance Measure				
1	Participants complete a minimum of 21 professional development hours.				
T#	Performance Measure Sub-task Description	Staff Assigned	Data Source and Quantity	Start Date	Target Date
1a	FFNs will engage in training opportunities that will lead to increased knowledge and improve the quality of the care they provide. Participants will have the option to select from a range of workshops and activities geared towards supporting their work as caregivers. Once they commit to the activities, SJPL staff will work closely with them to track their progress.	Literacy Program Specialist	Persimmony 85% of program participants will complete at least 21 hours	11/1/2021	6/30/22

EXHIBIT A

M#	Performance Measure				
2	Program participants in need of digital devices and internet connectivity will receive Chromebooks and Wi-Fi hotspots and digital literacy training and support.				
T#	Performance Measure Sub-task Description	Staff Assigned	Data Source and Quantity	Start Date	Target Date
2a	All program participants will have opportunities to engage in digital literacy training workshops. Training topics will include, but is not limited to: <ol style="list-style-type: none"> 1. How to use the device and basic applications 2. Internet safety and privacy 3. Networking and staying connected on social media 	Literacy Program Specialist	Digital Literacy Training completion rate: 100% of those who receive devices	11/1/2021	6/30/22
2b	Program participants who express the need for Chromebooks will be provided devices.	Literacy Program Specialist	100% of program participants who request a Chromebook will receive one	11/1/2021	6/30/22
2c	Program participants who express the need for Wi-Fi hotspots will be provided access.	Literacy Program Specialist	100% of program participants who request a wi-fi hotspot will receive one	11/1/2021	6/30/22

EXHIBIT A

M#	Performance Measure				
3	Program participants register to participate in QUALITY MATTERS...A Strong Start for Kids				
T#	Performance Measure Sub-task Description	Staff Assigned	Data Source and Quantity	Start Date	Target Date
3a	Each program participant will receive information about QUALITY MATTERS and the benefits of participation.	Literacy Program Specialist, FIRST 5 Staff	100% of program participants will be connected to QUALITY MATTERS	11/1/2021	6/30/22
3b	Program participants will have the opportunity to register to ongoing professional development and activities within the Community of Learning through QUALITY MATTERS... A Strong Start for Kids.	Literacy Program Specialist, FIRST 5 Staff	85% of program participants will be connected to QUALITY MATTERS	11/1/2021	6/30/22
3c	SJPL will support participants in creating Quality Improvement Plans (QIPs). QIPs are required for all Early Learning and Care providers in QUALITY MATTERS.	Literacy Program Specialist, FIRST 5 Staff	100% of program participants	11/1/2021	6/30/22

EXHIBIT A

M#	Performance Measure				
4	Program participants will receive information about the Trustline Registry and support and financial assistance to register.				
T#	Performance Measure Sub-task Description	Staff Assigned	Data Source and Quantity	Start Date	Target Date
4a	SJPL will inform all program participants about the TrustLine registry process as well as benefits for caregivers, families, and children.	Literacy Program Specialist	100% of participants will receive this information	11/1/2021	6/30/22
4b	Program participants choosing to participate in the Trustline will submit the following in order to apply to the registry: <ol style="list-style-type: none"> 1. Copy of a valid California Driver's License or Identification card. 2. Provider must show original social security card to the provider specialist. 3. The caregiver must submit a current (dated within in the last 12 months from start of care) Tuberculosis clearance to be kept on file at CRC. 4. Proof of residential address (utility bills, lease or mortgage papers), as needed to clarify household composition. 5. Verification of relationship to the child or children, as needed for clarification. 6. Health and Safety Self-Certification (parents and FFN must complete) 7. Completed TrustLine application 	Literacy Program Specialist	85% of participants will complete a TrustLine application	11/1/2021	6/30/22
4c	Participants choosing to enroll in the TrustLine will be fingerprinted to complete their enrollment.	Literacy Program Specialist	85% of participants will be fingerprinted	11/1/2021	6/30/22

EXHIBIT A

M#	Performance Measure				
5	CPR and First Aid certification will be made available to program participants.				
T#	Performance Measure Sub-task Description	Staff Assigned	Data Source and Quantity	Start Date	Target Date
5a	Program participants will be offered Pediatric CPR and First Aid certification training. This includes 6.5 hours of in-person training resulting in a 2-year certification.	Literacy Program Specialist	85% completion rate	11/1/2021	6/30/22

BUDGET

Organization Requesting Funding	City of San José, on behalf of the San José Public Library's Early Education Services
Project Title	Family, Friend and Neighbor (FFN)
Contract number	2022-115-001
Fiscal Year	2021-2022

Budget Category	Grant Funds	Cash Match & In-Kind	Total
Salaries/Wages/Benefits			
Early Education Specialist (1.0 FTE)	\$0.00	\$132,000.00	\$132,000.00
Early Education Manager	\$0.00	\$12,171.00	\$12,171.00
Clerk (0.5 FTE) – The Bilingual Programs Coordinator will be responsible for the written and oral translation of all forms of communication between SJPL staff and program participants whose primary language is Spanish. Additional duties include assisting with data collection, maintaining records and notes of program progress to fulfill the reporting requirements of the grant, and perform other duties as assigned by the Program Manager.	\$32,615.50	\$0.00	\$32,615.50
Subtotal	\$32,615.50	\$144,171.00	\$176,786.50
Budget Category	Grant Funds	Cash Match & In-Kind	Total
Contract Services			
Text messaging and communication services (Avochato)	\$2,400.00	\$0.00	\$2,400.00
Translation services (Now Interpreters)	\$15,000.00	\$0.00	\$15,000.00
Pediatric CPR and First Aid (\$90 per person x 50 people)	\$4,500.00	\$0.00	\$4,500.00
Fingerprinting (LiveScan- \$100 per person x 50 people)	\$5,000.00	\$0.00	\$5,000.00
Additional Instruction/Training	\$9,950.00	\$0.00	\$9,950.00
Computer Literacy Training (12 hrs delivery + 6 hrs of prep x \$68.95 hr)	\$0.00	\$1,241.10	\$1,241.10
Printing	\$3,000.00	\$0.00	\$3,000.00
TrustLine Registry (\$43.00 x 50 ppl)	\$2,150.00	\$0.00	\$2,150.00
Subtotal	\$42,000.00	\$1,241.10	\$43,241.10
Budget Category	Grant Funds	Cash Match & In-Kind	Total
Supplies/Materials	\$23,384.50	\$13,350.00	\$36,734.50

Project Total			Grant Funds	Cash Match & In-Kind	Total
			\$98,000.00	\$158,762.10	\$256,762.10
Indirect Cost Rate Applied	0.0%	Indirect Cost	\$0.00	\$0.00	\$0.00



AGREEMENT REPORTING, MONITORING, AND EVALUATION REQUIREMENTS

Contract Number	2022-115-001
Grantee	City of San José, on behalf of the San José Public Library (SJPL)
Program Name	Family Friend and Neighbor
Fiscal Year(s)	FY 2021-2022

DATA COLLECTION REQUIREMENTS: FIRST 5 EXPECTED OUTPUTS AND OUTCOMES

This section includes the indicators that FIRST 5 expects to have measured in this contract. These indicators reflect the intended efforts and outcomes of this contract, and are aligned with FIRST 5's strategic plan as well as indicators in other similar FIRST 5 contracts. These indicators will be the basis for reporting to FIRST 5. The indicators may be updated as needed based on agreement between contractor, FIRST 5 and its evaluator.

COMPONENT	INDICATOR/ METRIC	DATA SOURCE	ENTERED IN PERSIMMONY (Y/N)	GRANTEE PERFORMANCE MEASURE in PERSIMMONY (Y/N)
Family Friend and Neighbors (FFNs)	Number of participating Family Friend and Neighbors (FFN)	Dashboard	Yes, by SJPL	Yes
	Number of FFNs who received Chromebooks	Dashboard	Yes, by SJPL	Yes
	Number of FFNs who received Wi-fi hotspots	Dashboard	Yes, by SJPL	Yes
	% of FFN participants attending Community of Learning activities	Dashboard	Yes, by SJPL	Yes
	% of FFNs who completed 21 professional development hours	Dashboard	Yes, by SJPL	Yes
	# of Quality Improvement Plans (QIPs) created	Dashboard	Yes, by SJPL	Yes
	# /% of QIPs goals completed	Dashboard	Yes, by SJPL	Yes

REPORTING REQUIREMENTS

Reports are due 30 days after the close of each reporting period and are submitted electronically via the FIRST 5 Database (Persimmony). If due dates fall on a holiday or weekend day, reports are due by the following business day. In accordance to terms and conditions of this Agreement, payments may be withheld if reports are not submitted according to this Agreement.

REPORT	DESCRIPTION	DATA SUBMISSION	DUE DATE
Standard Requirements for all FIRST 5 Contractors			
Program Dashboard Report	The Program Dashboard is an at-a-glance summary of all indicators described above in the Expected Outcomes section. The dashboard enables both the contractor and FIRST 5 to see the status each quarter on essential indicators, and use these data to make programmatic corrections as needed. The Dashboard data shall be input each quarter into the FIRST 5 Database (Persimmony).	FIRST 5 Database (Persimmony)	<u>Quarterly</u> Q1 – not required 1/31/22 4/30/22 7/31/22
Program Narrative Report (PNR)	The Program Narrative Report enables the contractor to provide a brief summary each quarter of implementation successes, challenges, and adjustments or improvements for the upcoming quarter. The PNR shall be input each quarter into the FIRST 5 Database (Persimmony).	FIRST 5 Database (Persimmony)	<u>Quarterly</u> Q1 – not required <u>1/31/22</u> <u>4/30/22</u> <u>7/31/22</u>
Success Story	The Success Story provides a narrative about families who have been positively impacted by FIRST 5 services. A success story may be utilized for evaluation purposes as well as communication purposes. One success story will be submitted annually, into the FIRST 5 Database (Persimmony).	FIRST 5 Database (Persimmony)	<u>Annual</u> (Submit any time during the grant year)

REPORT	DESCRIPTION	DATA SUBMISSION	DUE DATE
Specific Requirements for this Contract			
Provider Information Form (PIF)	The Provider Intake Form collects essential demographic information about FIRST 5 providers. FFN administers their own provider survey. Basic demographic data from the program's provider survey will be submitted to FIRST 5 annually.	FIRST 5 Database (Persimmony)	<u>Annual</u>
Common Data File	The Quality Counts California Common Data File is a annual report submitted to First 5 CA and California Dept of Education. FIRST 5 collects reporting data fields from all participating programs through iPinwheel. FFN data will be reported on the Common Data File, FIRST 5 and SJPL staff	iPinwheel - Hubbe	4/30/2022

MONITORING REQUIREMENTS

Monitoring requirements are activities initiated by FIRST 5. They are designed to ensure the active communication of joint expectations between FIRST 5 staff and grantee, and provide opportunities for engagement and exchange of information. The grantee and FIRST 5 commit to the following monitoring activities:

- ▶ Program Review:
 Program Review provides the opportunity for dialogue and feedback. A service review may be conducted to verify appropriate program services. The Fiscal Review Questionnaire acknowledges understanding of fiscal processes and funding implications and responsibilities. The Financial Statement Dashboard helps to assess each organization's financial health and informs future planning and decision-making. Program Reviews occur in Quarter 3 of each fiscal year.
- ▶ Monthly Check in:
 FIRST 5 staff and grantee will make contact via phone or in person to review and address program implementation and contractual issues.



GRANT AGREEMENT INVOICE REQUIREMENTS

Invoice Submission. GRANTEE will provide FIRST 5 with invoices via the FIRST 5 Electronic Database due within thirty (30) days after the end of each billing period. The invoice will indicate amount requested to be reimbursed by FIRST 5. Electronic submission of the invoice by the GRANTEE shall authorize and confirm the accuracy of reported expenditures in accordance with this Agreement.

Source Documentation. GRANTEE will submit documents verifying expenses, such as receipts and statements including but not limited to a copy of each subcontractor's invoice (subcontractor's invoice must include a line item expenditure report, as backup for payment) shall be included with each invoice. MAA documentation may be required, as applicable.

Payment terms. FIRST 5 will review invoices, verify adherence to Agreement requirements and services, and authorize payment to GRANTEE based upon claims submitted on a cost reimbursement basis, provided that GRANTEE is not in default under any provisions of this Agreement. Payment term is thirty (30) days upon receipt of complete invoice.

- a) Payments may be withheld if deliverables/reports are not submitted according to the schedule as described in this Agreement.
- b) FIRST 5 will not authorize payment if the amount claimed is not in accordance with the provisions of this Agreement.
- c) All payments under this Agreement shall be made directly to GRANTEE. Under no circumstances shall FIRST 5 be required to make payment in any amount pursuant to this Agreement to any other party, including an individual employee or creditor of GRANTEE.
- d) FIRST 5 is not required to reimburse GRANTEE for any expenditure not reported to FIRST 5 within sixty (60) calendar days after the term of the Agreement.
- e) Year-End Close Requirement. To facilitate FIRST 5's preparation of its financial statement in a timely manner, GRANTEE must submit an estimated or final invoice, identifying the total amount of grant funds expended for the annual term, July 1 to June 30, by July 15 of the following fiscal year.

Sample Invoice Detail

Santa Clara Client - Citrix Receiver

Clients - [Program: Training Program, Contract Number: , FY: 2018/2019]

Invoice From / To: 07/01/2018 07/31/2018 Status History: Created Tham Nguyen 7/5/2018 1:43:44 PM
 Created Tham Nguyen 7/5/2018 1:42:35 PM
 Created Tham Nguyen 7/5/2018 1:41:04 PM
 Created Tham Nguyen 7/5/2018 1:39:04 PM
 Created Tham Nguyen 7/5/2018 1:38:08 PM

Invoice Date / Number: 07/05/2018 763 763 6 Records

Invoice Memo:

#	Type	Description	Annual Budget	Spent YTD	% Spent	Balance	Requested Amount	Memo	Paid Amount
1	Program Manager		\$0.00	\$0.00	0%	0.00			0.00
2	Community Worker		\$0.00	\$0.00	0%	0.00			0.00
3	Health Screener		\$0.00	\$0.00	0%	0.00			0.00
4	Payroll Taxes and Benefits		\$0.00	\$0.00	0%	0.00			0.00
5	Facilities Rent Utilities, Insura		\$0.00	\$0.00	0%	0.00			0.00
6	Administrative Program Supp		\$0.00	\$0.00	0%	0.00			0.00
7	Equipment >\$5000		\$0.00	\$0.00	0%	0.00			0.00
8	Equipment <\$5000/Maintenan		\$0.00	\$0.00	0%	0.00			0.00
9	Travel		\$0.00	\$0.00	0%	0.00			0.00
10	Subcontractor		\$0.00	\$0.00	0%	0.00			0.00
11	Misc: Livescan and TB Testin		\$0.00	\$0.00	0%	0.00			0.00
12	Administrative Overhead		\$0.00	\$0.00	0%	0.00			0.00
Invoice Total:			\$0.00	\$0.00	#Num!	0.00	0.00		0.00

Commission Memo Documents Print Exit

Principles on Equity
ADVISORY COMMITTEE ON DIVERSITY
CALIFORNIA CHILDREN & FAMILIES COMMISSION
(Approved by the State Commission on October 18, 2001)

Recognizing significant gaps and disparities in the provision of services for children and their families and as observed in educational, health and other outcomes, the State Commissioners adopted a resolution in November, 1999, demonstrating its commitment and leadership towards taking proactive steps to ensure that California children and their families from diverse populations, including children with disabilities and other special needs, are an integral part of the planning and implementation of Proposition 10. By the following summer (July 2000), the State Commissioners had established the Advisory Committee on Diversity to serve as their policy advisors on issues related to diversity and equity. For Prop 10, diversity has been defined to be inclusive of children prenatal to five years of age, regardless of immigration status, who:

- Are from different ethnic, linguistic, cultural, socio-economic, religious, geographical and/or other historically or currently under-served communities; or
- Have disabilities and other special needs.

The Advisory Committee on Diversity is responsible for advising the State Commission in fulfilling its mission to adopt policies and practices that equitably provide California's children (prenatal to 5) from diverse backgrounds and abilities with accessible, family-friendly, culturally competent, quality early childhood services and programs designed to help them reach their full potential and prepare them for positive educational and life experiences. To achieve this vision, it is critical that parents and other caregivers of children from diverse backgrounds and with diverse abilities have meaningful roles in the planning, delivery and evaluation of Prop 10 initiatives. When historically marginalized groups have a voice in shaping the systems that affect the lives of their children, we can expect cutting-edge and powerful changes. The Advisory Committee on Diversity is confident that only through this increased level of involvement and system improvements will equity be achieved.

The Advisory Committee on Diversity determined at its second meeting (November 2000) that its work must begin with the development of Equity Principles, which were originally referred to as Diversity Principles. The State Commission is the primary audience for these Equity Principles; the principles will be used to guide their policy work and funding decisions. Additionally, the Equity Principles are intended for use by the CCFC staff and contractors. Although the Principles are not mandates, they can serve as guidelines to ensure that the programs and services established and supported by Prop 10 funds are both culturally and linguistically competent and inclusive in serving children with disabilities and other special needs.

The Committee also developed these Equity Principles with the local audience in mind and in response to the County Commissions' requests for support in this area. The Advisory Committee on Diversity feels strongly that the Equity Principles will be beneficial to the children and families served through local programs funded by the County Commissioners.

The Advisory Committee on Diversity firmly believes that through assuring improved programs and access for children and their families from diverse backgrounds and with diverse abilities, the services for all children in California will be better served. We offer these Principles to assist the

State Commission in fulfilling its commitment to all children and hope that others throughout California will also adopt them. There are four major components to the Diversity Principles:

1. Inclusive Governance and Participation
2. Access to Services
3. Legislative and Regulatory Mandates
4. Results-based Accountability

The Advisory Committee approved the Equity Principles on June 29, 2001. It is anticipated that the Committee will periodically review and update the Principles.

Inclusive Governance and Participation

Prop 10 recognizes that children develop within the context of their families and communities, and as such, it is essential that Prop 10 programs secure and obtain meaningful participation and input of the families and other caregivers of children from diverse backgrounds and with diverse abilities throughout all program development and implementation phases. Prop 10 programs should:

- Use culturally- and linguistically-appropriate outreach strategies, as well as approaches effective in reaching parents of children with disabilities and other special needs and parents who themselves may have disabilities;
- Assure that all diverse groups, particularly those who have been traditionally underrepresented
- Use community organizations, both formal and informal networks, and other communication vehicles that have been effective in reaching out to and serving diverse groups;
- Promote and support the development of emerging parent and community leaders; and
- Assure that families representing diverse groups participate equitably in the planning, delivery and evaluation of initiatives, which includes the grant criteria process, advisory groups and other committees.

Access to Services

To assure that children from diverse backgrounds and with diverse abilities have access to high quality and culturally competent early care and education/development opportunities as a critical means for achieving equity, Prop 10 funded programs should:

- Set measurable goals and objectives for increasing access and achieving equity;
- Use culturally and linguistically relevant methods of communication and community outreach, which include engaging, respected community persons to promote messages;
- Assure that programs provide access to information, resources and support regarding their child's development, including strengths and needs for all families;
- Conduct assessments that include assets, challenges, and gaps in communities and systems, as well as analyze disaggregated community demographic data

(ethnicity, disabilities, language, age, socio-economic status, literacy levels, underinsured/uninsured rates, etc.). Use these assessment and data to establish priority-desired results and to design program that will remove disparities and attain desired results;

- Provide information and support through culturally and linguistically responsive service providers and service providers who are knowledgeable about children with disabilities and other special needs and their families;
- Promote collaboration across disciplines, service delivery systems and communities. This includes implementation of a coordinated service delivery approach to young children, especially children with disabilities and other special needs and their families who are often served by a variety of agencies, programs, and service providers;
- Develop print, audio-visual, and electronic materials that are culturally and linguistically relevant for all communities served, are written at appropriate literacy levels, and are available for specialized populations (e.g., Braille, closed captioning);
- Schedule services in accordance with family needs and situations (work schedules, time of the year, language, transportation, etc.);
- Support programs that are individualized to address the cultural and linguistic diversity, as well as the range of ability levels and behavioral and learning styles that are representative of California's children and families;
- Ensure availability of adapted and specialized services and supports as needed to assure full participation for all children and their families. Individualization of services and supports for all families are critical to actively support a child's learning experiences in natural environments to the maximum extent appropriate;
- Demonstrate awareness of, and referrals to, services, resources and other supports available for children with disabilities and other special needs and their families;
- Demonstrate a commitment to promote a workforce that has skills, knowledge of, and reflective of the children and families being served, and a workforce that is knowledgeable about and supportive of children with disabilities and other special needs and their families;
- Demonstrate that staff who work with or on behalf of children and their families display a positive attitude about working with children with disabilities and special needs as well as children from culturally and linguistically diverse backgrounds; and
- Promote policies to assure training and technical assistance necessary to improve knowledge, attitudes and skills of all involved with the Commission and build their capacity to work within culturally and linguistically diverse communities, and serve as well as to work more effectively in serving the range of abilities, behavioral and learning styles that are representative of California's children.

Legislative and regulatory mandates

Agencies must adhere to all legislative, regulatory and accreditation mandates pertinent to the provision of services to children from diverse backgrounds and with diverse abilities. Prop 10 programs should:

- Embrace the spirit of the law;
- Demonstrate leadership in assuring that all staff receive training, are knowledgeable about pertinent legislative and legal mandates and have the skills and resources necessary to implement required modifications or enhancements to services or facilities;
- Inform parents of their rights and responsibilities as well as those of their children;
- Offer its services to all children and their families regardless of immigration status (California Children and Families Commission Resolution –June 24, 1999); and
- Be held accountable for their compliance with key laws and other related mandates, for example:
 - Title VI of the Civil Rights Act of 1964: requires linguistic access via qualified interpreters and translated materials at no cost to the individual;
 - Americans with Disabilities Act 1990 (ADA): prohibits discrimination on the basis of disability and promotes equal access, building modifications, hiring practices for persons with disabilities;
 - Language Access Laws i.e., Dymally-Alatorre Bilingual Services Act (CA); imposes direct obligations state/local governmental agencies to provide appropriate translation services for languages spoken by 5% or more of population served;
 - Individuals with Disabilities Education Act (IDEA) establishes special education and coordinated, family centered service delivery systems for children with disabilities from birth through age 5 through several programs e.g., California’s Early Start Program, California Department of Education’s Preschool Special Education Program; and
 - Executive Order 13166: issued on August 11, 2000 to provide meaningful access to Limited English Proficient (LEP) individuals to federally assisted and federally conducted programs and activities.

Results-based Accountability

Prop 10 programs will have well defined and meaningful outcomes that benefit children from diverse backgrounds and with diverse abilities and thus should:

- Commit to attaining their stated program outcomes realizing that their results are crucial to ongoing sustainability and advocacy;
- Allocate sufficient resources to support accountability and evaluation activities;
- Use program planners, evaluators and other experts who are knowledgeable about children’s differing abilities, and who are culturally competent in regards to the population(s) served in developing effective assessment and evaluation tools and methods;
- Conduct assessments that include assets, challenges, and gaps in communities and systems, as well as analyze community demographics

EXHIBIT E

- (ethnicity, disabilities, language, age, socio-economic status, etc.);
- Assess regularly its inclusive governance process and provide updates on the extent of the family involvement and engagement throughout all phases of program development (planning, implementation and evaluation);
 - Use culturally and linguistically appropriate questions, instruments and other research methods to collect relevant data from the populations and communities served;
 - Include questions on disabilities and other related issues in surveys and other evaluation and research tools/instruments;
 - Collect and report disaggregated data (e.g., ethnicity, disabilities, language, age, socioeconomic status, etc.) describing children and families served and the achievement of access, equity and desired child/family results;
 - Recognize that accountability and results are crucial to ongoing advocacy and sustainability; and
 - Disseminate best practices and promising practices for the benefit of all children and their service providers throughout California.



Media Kit for
FIRST 5 Santa Clara County

The Media Kit for FIRST 5 Santa Clara County is available at the following website address:

www.first5kids.org/about-us/media-kit/



FIRST 5 Santa Clara County Healthy Food and Beverage Guidelines for Funded Organizations

FIRST 5 Santa Clara County strives to promote health and wellness by being a role model to promote healthy food and beverages. All grantees or subcontractors of FIRST 5 Santa Clara County are expected to be a role-model for their own staff and the families they serve by adhering to the following guidelines when **purchasing** foods or beverages with FIRST 5 Santa Clara County funding or **servicing** foods and beverages at FIRST 5 Santa Clara County affiliated, sponsored or funded meetings, programs, activities, events or celebrations.

- Food and beverages intended for FIRST 5 functions will provide variety, nutritional benefits and choices to employees and partners. Healthier food options will include fruits, vegetables, whole grain products, lean proteins, nonfat or low fat dairy products, reduced salt and sugar items and water.

Beverages must meet the following criteria:

Beverages for Adults

- Water will always be provided. Whenever possible, water will be served in pitchers rather than plastic bottles.
- 100% fruit juices with no added sugar, artificial flavors or colors (limited to a maximum of 8 ounces per container)
- Plain, non-flavored, non-fat, 1% or 2% milk
- Unsweetened and unflavored plant-derived beverages (i.e. rice, almond, soy, etc.)
- Artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (i.e. teas, electrolyte replacements)
- Other non-caloric beverages, such as coffee, tea, and diet soda

FIRST 5 maintains the health of children as a priority. Towards this effort, FIRST 5 will adhere to the following beverage and snacks/food guidelines for children who are attending FIRST 5 programs, activities and/or events.

Beverages for Children

- Water will always be provided. Whenever possible, water will be served in pitchers rather than plastic bottles.
- Alternative beverages for children may include healthy alternatives, including but not limited to:
 - Plain, non-flavored, non-fat or 1% milk
 - Flavored or unflavored carbonated water without sweeteners
 - Whole fruit slices in water may be considered in place of 100% fruit juice or sweetened punch
- No sugar sweetened beverages (i.e. juice pouches, juice boxes, Sunny Delight, Tampico, lemonade with sugar, fruit punch, sports drinks, soda, diet soda or other beverages that contain sugar) or 100% fruit juice will be served to children.

EXHIBIT G

Foods must meet the following criteria and shall contain:

- No more than 35% calories from fat with the exception of nuts and seeds (snack mixes and other foods with nuts and seeds shall meet the 35% standard);
- No more than 10% calories from saturated fat;
- No trans-fats added during processing (hydrogenated oils and partially hydrogenated oils);
- No more than 35 percent total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners and fats;
- No more than 360 mg. of sodium per serving; and
- Age-appropriate portion sizes for children.

Whole grain foods with no added sugar will be served. These may include but are not limited to barley; brown rice; buckwheat; bulgur/cracked wheat; millet; oatmeal; popcorn; whole wheat bread; pasta or crackers; and wild rice. Snacks and foods are determined to contain whole grain through package and label inspection. "Whole" shall be labeled on packaging and whole grain shall be listed as a primary ingredient.

Packaged and processed foods with many additives and preservatives (i.e. Goldfish crackers) are not acceptable.

Any kind of fruit, vegetable, whole grain breads/rolls and low-fat/low-sugar yogurt are acceptable foods for FIRST 5 funded meetings, events and activities.

Samples of foods that may meet the above nutritional guidelines.

Whole Grains/Whole Wheat	Low-Fat Dairy	Fruits/Vegetables
Pretzels	Cheese sticks	Apples
English Muffins	Yogurt	Bananas
Light popcorn	Cottage cheese	Peaches
Tortillas		Oranges/Cuties
Rice Cakes		Applesauce (no sugar added)
Crackers		Fruit and nut trail mix
Bagels		Apple chips
Bread		Dried fruit
Pita bread		Carrots
Waffles		Celery
Granola bars		Broccoli
Cereals		Raisins
		Grapes
		Blueberries



FIRST 5 Santa Clara County Strategic Plan

FIRST 5 Santa Clara County Strategic Plan is available at the following website address:

<https://www.first5kids.org/who-we-are/reports-publications/>

REQUEST FOR INSURANCE SPECIFICATIONS FOR CONTRACTS

Instructions: Complete the form and submit to the Risk Management Inbox (Riskmgmt@sanjoseca.gov).

DATE: 9/13/21

Requesting Department Library	Division Administration
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Department Contact	Luz Mejia
Phone	(408)808-2197
Email	luz.mejia@sjlibrary.org

CONTRACT INFORMATION

Contract Value or Budget \$ 98,000.00	Contracting Company Name First 5 of Santa Clara County
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Please provide a concise description of the nature of the engagement for which the Department is requesting insurance specifications (e.g. scope of services, budget, etc.). *

**The information must be summarized and easily understood; do not simply direct Risk Management to review a separate lengthy document with instructions to "see attached."*

An annual grant funding received from First 5 of Santa Clara County to provide target services to Family Friend Neighbor Caregivers.

First 5 requires a certificate of insurance from the City of San Jose.

Check One: RFP Negotiated Contract Purchase Order

Has there been a similar contract before? Yes* No

**If yes, please provide documentation such as right of entry or grant agreement*

Is this contract tied to a separate agreement? Yes* No

**If yes, do the contract insurance requirements need to be passed on to the contractor?* Yes* No N/A

**If yes, please provide documentation*

FOR RISK MANAGEMENT USE ONLY

Insurance Required? Yes (see attached) No

Comments:

Revised language in Word document entitled First 5 FFN Grant Agreement_RM Rev 9-16-21.docx to delineate that Self-Insurance Letter is sufficient documentation of City's self-insurance program.

MB

Miguel Bernal
September 16, 2021

October 3, 2021

Attn: Huyen Le
4000 Moorpark Avenue
Suite 200
San Jose, CA 95117

Re: Statement of City of San Jose Self-Insurance for a Grant Agreement between the City of San Jose and First 5 of Santa Clara County to provide target services and support to Family, Friends and Neighbor Caregivers

To Huyen Le:

The City of San José is self-insured covering third party claims arising out of its general operations (by way of example, commercial general liability and automobile liability insurance). Further, the City is self-insured covering workers' compensation claims and has received the necessary consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the City appropriates funds specifically for the purposes of satisfying valid third-party and workers' compensation claims, which may potentially be brought against the City. Information concerning these appropriations is a matter of public record and can be obtained from visiting the following website <https://www.sanjoseca.gov/your-government/departments-offices/office-of-the-city-manager/budget/budget-documents>.

Should you need any additional information regarding this letter, please feel free to direct those inquires through the Risk Management Office.

Sincerely,

By *Mina Kim*
Mina Kim
Risk Management

Memorandum

TO: Sarah Zarate
Director
City Manager's Office

FROM: Jill Bourne
City Librarian

SUBJECT: Approval of Retroactivity

DATE: November 18, 2021

Approved

Sarah zarate

Date

11/23/21

SUBJECT: APPROVAL OF RETROACTIVITY IN THE AGREEMENT FOR THE FAMILY, FRIEND AND NEIGHBOR (FFN) CAREGIVERS PROGRAM WITH FIRST 5 OF SANTA CLARA COUNTY

In June 2013, the City Auditor released an audit report entitled "Consulting Agreements: Better Enforcement of Procurement Rules, Monitoring, and Transparency is Needed." (City Audit Report No. 13-06.) Recommendation No. 4 (Audit Report pages 16-17) involves limiting retroactive agreements to situations where contract execution is in process. The audit report states that when a City employee informally authorizes work before execution of the agreement, the employee commits City funds not within his/her authority to commit.

For the second year, the Library Department is seeking authorization for the grant agreement with FIRST 5 of Santa Clara County in funding the City of San Jose Public Library for provision of targeted services and support to the FFN program. The project will serve a total of 50 FFN caregivers of children ages infant to five years of age and will begin offering services in the Winter 2021.

The justification for the request detailed below that are to include a retroactivity provision is that the agreements were:

- Its execution was already in process when the services started.
- The services responded to an *immediate* threat to public health, safety, or property.
- The manner of compensation doesn't involve a commitment of City funds.
- The consultant/contractor provided a letter stating that the City isn't obligated to pay for any services it provided if the contract/amendment isn't executed.

November 18, 2021

Subject: First 5 of Santa Clara County (FFN)

Page 2

- Starting services protected or advanced the following significant City interest:
Addressing barriers to access, including child care, language, immigration status, technology and digital access, financial insecurity and food instability

The Library Department understands that retroactive agreements are to be avoided. However, in this instance, discussions between the Library and FIRST 5 of Santa Clara County to define the scope of work took longer than originally estimated. The Library requests an exception be made and the agreement detailed in this memorandum be allowed to proceed.

The Library acknowledges the process was out of City contract compliance and will monitor future agreements to prevent this oversight in the future.

Michelle Ornat for Jill Bourne

JILL BOURNE
City Librarian

For questions please contact Andrea Maestre, Administrative Officer, at andrea.maestre@sjlibrary.org.

Signature: 

Email: michelle.ornat@sjlibrary.org

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One
 City to provide self-insured letter to First 5

Type of Document: New Contract

Type of Contract: Grant Applications/Agreements

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667284-000

Contractor: First 5 of Santa Clara County (Family, Friend and Neighbor Caregivers)

Address: 4000 Moorpark Avenue, Suite 200 San Jose, CA 95117

Phone: (408)260-3777

Email: Huyen.Le@First5kids.org

Contract Description: City of San Jose will partner with First 5 of SCC to provide targeted services and support to Family, Friend and Neighbor Caregivers.

Term Start Date: Date of Execution Term End Date: June 30, 2022 Extension: No

Method of Procurement: N/A RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: \$98,000 Amount of Increase/Decrease: _____

Option #: _____ of _____ Option Amount: _____ Updated Contract Amount: _____

Fund/Appropriation: 001/2431

Form 700 Required: No Revenue Agreement: No

Business Tax Certificate No.: County Expiration Date: _____

Department: Library (72)

Department Contact Name/Phone: Luz Mejia/808-2197

Notes:

Department Director Signature: Jessica Lowry 11/23/21 _____ Date

Office of the City Manager Signature: _____ Date

Signature: *Andrea J. Maestre*

Email: andrea.maestre@sjlibrary.org