



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

February 19, 2008

The Honorable Board of Supervisors
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE DISTRIBUTION OF QUALITY IMPROVEMENT GRANTS TO CHILD CARE
PROVIDERS PARTICIPATING IN THE STEPS TO EXCELLENCE PROJECT
(ALL DISTRICTS) (3-VOTES)**

**JOINT RECOMMENDATION WITH THE POLICY ROUNDTABLE FOR CHILD CARE
THAT YOUR BOARD:**

1. Delegate authority to the Chief Executive Officer or his designee, to distribute quality improvement grants to eligible child care providers participating in the Steps to Excellence Project commencing upon approval by your Board through June 2009. The total of funds awarded will not exceed \$690,000 and will be distributed to licensed family child care home and center-based programs located in the Steps to Excellence Project pilot communities listed in Attachment I. These grants will be financed using County funds allocated to this project by your Board on December 12, 2006, and funds from the California Department of Education Child Care Staff Retention/Training Program contract. Grants will fund a variety of program improvements to benefit children and families.
2. Delegate authority to the Chief Executive Officer, or his designee, to prepare and execute child care provider agreements substantially similar to the proposed Sample Agreement (Attachment II, Attachment IV), and all documents on behalf of the County as may be deemed necessary to effectuate these quality improvement agreements and distribute grant monies. Approval as to form will be obtained from County Counsel prior to executing any agreements. The term of individual contracts will not exceed six months.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Delegate authority to the Chief Executive Officer or his designee, to prepare and execute amendments as may be needed to implement the quality improvement agreements and distribute grant monies.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 12, 2006, your Board adopted a motion authorizing the Office of Child Care (OCC) to implement the Steps to Excellence Project (STEP), a voluntary Child Care Program Quality Rating System for Los Angeles County developed by the Policy Roundtable for Child Care. In addition to assessing the quality of care offered to children, STEP is also intended to create incentives and mobilize resources so that licensed centers and family child care home providers are prepared to meet STEP quality standards. STEP quality improvement grants are such an incentive. These grants are a one-time only award offered to child care providers upon their enrollment in STEP.

STEP grants will be used to fund quality improvements directly related to the six STEP quality standards: 1) Teacher/Child Relationships, 2) Learning Environments, 3) Identification and Inclusion of Children with Special Needs, 4) Staff Qualifications and Working Conditions, 5) Family and Community Connections, and 6) Regulatory Compliance with licensing requirements. A significant body of research has shown that these performance standards directly impact children's long-term outcomes and readiness for school.

Implementation of Strategic Plan Goals

STEP quality improvement grants support the County's strategic goals related to service excellence and children and families' well-being by making resources available to direct service providers such as child care centers and family child care homes. STEP grants also support the Child Care Planning Committee's strategic goals related to Outcome Area I: Consistently High-Quality Child Care.

FISCAL IMPACT/FINANCING

STEP quality improvement grants totaling \$690,000 will be financed by California Department of Education (CDE) Child Care Staff Retention/Training Program one-time only funds (\$355,000) for state-subsidized child care programs and County funds (\$335,000) for unsubsidized child care programs. County funding was approved by your Board as part of the motion to fund the implementation of the STEP pilot adopted on December 12, 2006. In addition, a portion of County funds for the STEP pilot will be reserved for disallowed costs, to reimburse the CDE in the event that state-funded grantees fail to follow program guidelines.

All grants are under \$5,000. Individual grant awards will be determined after internal review of each quality improvement plan submitted. The distribution of funds to be expended across state-subsidized and non-subsidized child care programs is as follows:

CDE subsidized child care programs	51 percent	\$ 355,000
Non-subsidized child care programs	49 percent	\$ 335,000

FACTS AND LEGAL PROVISIONS

The OCC began implementing STEP in July 2007. OCC staff mailed over 2,400 notification letters advertising both the project and the opportunity to apply for STEP quality improvement grants directly to child care providers located in STEP pilot communities in July 2007. Application materials were posted on the County's OCC website. Additional outreach efforts included the implementation of over 20 STEP outreach sessions (September through October 2007), four STEP grant technical assistance workshops and a conference call (November 2007). All sessions were conducted in community-based venues in or near the pilot communities and sponsored in collaboration with local Child Care Resource and Referral agencies and municipal child care offices. Outreach session attendance totaled approximately 450 child care providers.

Providers interested in receiving a STEP quality improvement grant had to complete a STEP application form and a Quality Improvement Plan (Attachment III). Quality Improvement Plans included a narrative description of the proposed quality improvement activities, timeline, budget and proof of cost documentation. OCC staff applied a scoring matrix to review all proposals submitted and to determine final award amounts. Approximately 145 licensed child care providers have volunteered to participate in the STEP pilot to date.

All child care providers receiving STEP quality improvement grants will be required to submit a signed Agreement (Attachment II, Attachment IV), proof of general liability insurance and receipts verifying budgeted expenditures. Providers also will be required to maintain general liability insurance with limits of not less than \$100,000 per occurrence and \$300,000 annual aggregate; these limits were established to match the recommended minimum general liability insurance limits cited for providers in the state licensing regulations (Title 22 Section 102417 (m)). A 20 percent provider sample will be randomly selected and visited by OCC staff to verify that quality improvements were implemented as indicated on grant proposals. The Agreement also requires that Grantees return grant monies to the County should the County determine the specified improvements were not implemented in accordance with program guidelines. Every

provider will receive a STEP quality rating site visit. Rating results will track the efficacy of the quality improvements made and funds expended.

IMPACT ON CURRENT SERVICES

Approval of STEP quality improvement grants will make additional resources available to child care providers who are intent on improving the quality of their services. It will also provide program quality incentives to child care centers and family child care providers located within the STEP pilot communities who volunteer to join the STEP quality child care initiative.

CONCLUSION

Upon approval of this recommendation by your Board, the OCC will coordinate the processing of agreements with eligible STEP applicants, the distribution of payments, and monitoring of the implementation of the STEP quality improvement grants as described in this document.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer



DUANE DENNIS
Chair, Policy Roundtable for Child Care

WTF:MS
KH:KMS:HC

Attachments (4)

c: Auditor-Controller
County Counsel

ATTACHMENT I

CHILD CARE PROVIDER GRANTEE LIST

Florence/Firestone	
Child Care Provider Name	BOS District
LAUSD Graham Early Education Center	1
LAUSD Miramonte Early Education Center	2
Florence-Firestone Child Care Center*	2
MAOF Child Care Center Preschool*	1
Salvation Army South Los Angeles Child Development Center*	2
Inglewood	
Child Care Provider Name	BOS District
Baker Family Child Care	2
Bice Family Child Care	2
Branch Family Child Care	2
Children's Enrichment Center	2
Ekeke Family Day Care	2
Franklin Family Child Care	2
Jenkins Family Child Care	2
Jireh Ministries Day Care	2
Trammel Family Day Care	2
Vera Family Child Care	2
White Family Child Care	2
Long Beach	
Child Care Provider Name	BOS District
Avelar Family Child Care	4
C. Williams Family Child Care	4
Catalla Family Child Care	4

Long Beach

Child Care Provider Name	BOS District
Sar Family Child Care	4
Scott Family Child Care	4
Sesson Family Child Care	4
Such Family Child Care	4
Thomas Family Child Care	4
Yuth Family Child Care	4
Cultural Caboose 2 Baby Steps Child Care Center	4
Cultural Caboose Child Care Center	4
KIDZ R US Community Child Care Center Inc.	4
LBUSD Carmelitos Head Start	4
LBUSD Central Child Development Center	4
LBUSD Coronado Head Start	4
LBUSD Eighth Street Early Head Start	4
LBUSD Fourth Street Head Start	4
LBUSD Garfield Head Start	4
LBUSD Gaviota Head Start	4
LBUSD Job Corps Early Head Start	4
LBUSD Pacific Head Start	4
LBUSD Signal Hill Head Start	4
LBUSD Starr King Head Start	4
LBUSD Twelfth Street Head Start	4
LBUSD Willard Preschool	4

Child Care Provider Grantee List
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Palmdale

Child Care Provider Name	BOS District
Coronel Family Child Care	5
Cortez Family Child Care	5
Duobert Family Day Care	5
Gonzalez Family Child Care	5
Martinez Family Child Care	5
McNeal Family Day Care	5
Parisi Family Child Care	5
Richard Family Day Care	5
Servellon Family Day Care	5
Smith Diana L. Family Child Care	5
Smith Family Child Care	5

Pasadena

Child Care Provider Name	BOS District
Gunawardena Family Child Care	5
Krikorian Family Child Care	5
Lewis Family Day Care	5
Pasadena USD Jefferson Child Development Center	5
Pasadena USD Longfellow Child Development Center	5
Pasadena USD Washington Child Development Center	5
Pasadena USD Willard Child Development Center	5
Step by Step Early Learning Enrichment Center	5
Westminster Children's Center	5

Santa Monica

Child Care Provider Name	BOS District
Hill & Dale Family Learning Center (Infant/Toddler)	3
Hill & Dale Family Learning Center Preschool Discovery Center	3
SMMUSD Edison Child Development Center	3
SMMUSD Franklin Child Development Center	3
SMMUSD Grant Child Development Center	3
SMMUSD John Adams Child Development Center	3
SMMUSD John Muir Child Development Center	3
SMMUSD Lincoln Child Development Center	3
SMMUSD McKinley Child Development Center	3
SMMUSD Pine Child Development Center	3
SMMUSD Washington West Child Development Center	3
SMMUSD Will Rogers Child Development Center	3
St. Joseph Center	3
Fisher Family Day Care	3

Wilmington

Child Care Provider Name	BOS District
Happy Harbor Preschool*	4
New Harbor Vista Comprehensive Child Development Center*	4

*An asterisk denotes applicants that have indicated interest and intend to apply to the Steps to Excellence Project.

STEPS TO EXCELLENCE PROJECT (STEP)
QUALITY IMPROVEMENT GRANT AGREEMENT

Agreement No. #####

Fiscal Year 2007- 2008

IN WITNESS WHEREOF, Grantee has executed this Grant Agreement, or caused it to be duly executed by its duly authorized representative, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Grant Agreement to be executed on its behalf by the Chief Executive Officer.

COUNTY OF LOS ANGELES

GRANTEE

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

By _____
GRANTEE NAME/SIGNATURE
GRANTEE TITLE

DATE

TAXPAYER IDENTIFICATION NUMBER

APPROVED AS TO FORM:
RAYMOND G. FORTER, JR.
County Counsel

By _____
BRANDON NICHOLS
Senior Deputy County Counsel

11. FAIR LABOR

GRANTEE agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by the GRANTEE'S employees for which the COUNTY may be found jointly or solely liable.

12. CITIZENSHIP

GRANTEE warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. GRANTEE shall indemnify, defend and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against the GRANTEE or COUNTY, or both, in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

13. COUNTY LOBBYISTS

GRANTEE and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by GRANTEE, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code chapter 2.160. Failure on the part of GRANTEE or any COUNTY lobbyist or COUNTY lobbying firm retained by GRANTEE to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

14. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, GRANTEE agrees to use recycled-content paper to the maximum extent possible when executing quality improvement activities.

15. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

GRANTEE is encouraged to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

16. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should GRANTEE require additional or replacement personnel after the effective date of this Agreement, GRANTEE shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the GRANTEE'S minimum qualifications for the open position. The COUNTY will refer GAIN participants by job category to the GRANTEE.

17. TERMINATION FOR DEFAULT

Activities performed under this Agreement may be terminated immediately in whole or in part by COUNTY by providing to GRANTEE a written Notice of Default if 1) GRANTEE fails to perform the quality improvement activities within the time specified in this Agreement or any extensions approved by COUNTY, 2) GRANTEE fails to perform any other covenant or conditions of this Agreement, or 3) GRANTEE fails to make progress so as to endanger its performance under this Agreement.

In its sole discretion, COUNTY may include in the Notice of Default a period of time for GRANTEE to cure the Default(s).

18. TERMINATION FOR CONVENIENCE

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of activities hereunder shall be effected by notice of termination to the GRANTEE specifying the extent to which performance of activities is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

19. NOTICES

Notices shall be sent to the GRANTEE addressed as follows:

Organization Name

(Center or Family Child Care Name)

(Contact Person Name)

(Title)

Address

(Street)

(City)

(Zip Code)

Completed Agreement Forms, Notices and Receipts shall be sent to the COUNTY as follows:

County of Los Angeles
Chief Executive Office
Service Integration Branch/Office of Child Care
Steps to Excellence Project
Attention: Helen E. Chavez
222 South Hill Street, 5th Floor
Los Angeles, CA 90012

20. TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to GRANTEE, immediately terminate the right of GRANTEE to proceed under this Agreement if it is found that consideration, in any form, was offered or given by GRANTEE, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the GRANTEE'S performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against GRANTEE as it could pursue in the event of default by the GRANTEE. GRANTEE shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

21. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The GRANTEE acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

As required by the COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting the GRANTEE'S duty under this Agreement to comply with all applicable provisions of law, the GRANTEE warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of the GRANTEE to maintain compliance with the requirements set forth in this section shall constitute default under this Agreement.

22. SAFELY SURRENDERED BABY LAW

The GRANTEE acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The GRANTEE understands that it is the COUNTY'S policy to encourage all County grantees and contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the GRANTEE'S place of business. The GRANTEE shall also encourage its subcontractors/subgrantees, if any, to post this poster in a prominent position in the subcontractor's/subgrantee's place of business. The COUNTY'S Department of Children and Family Services will supply the GRANTEE with the poster to be used upon request. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

The GRANTEE is encouraged to notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its

number is a recognized industry standard as determined by the County, or 2) GRANTEE has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the GRANTEE uses any Subcontractor/Subgrantee to perform services for the County under the Agreement, the Subcontractor/Subgrantee shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract/subgrant agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the GRANTEE is not required to comply with the Jury Service Program when the Agreement commences, the GRANTEE shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the GRANTEE shall immediately notify the County if the GRANTEE at any time either comes within the Jury Service Program's definition of "GRANTEE" or if the GRANTEE no longer qualifies for an exception to the Jury Service Program. In either event, the GRANTEE shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the GRANTEE demonstrate to the County's satisfaction that the GRANTEE either continues to remain outside of the Jury Service Program's definition of "GRANTEE" and/or that the GRANTEE continues to qualify for an exception to the Program.
4. GRANTEE'S violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the GRANTEE from the award of future County contracts/grants for a period of time consistent with the seriousness of the breach.

32. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor/GRANTEE

A responsible Contractor/GRANTEE is a Contractor/GRANTEE who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the agreement. It is the County's policy to conduct business only with responsible Contractors/GRANTEES.

B. Chapter 2.202 of the County Code

The GRANTEE is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the GRANTEE on this or other agreements which indicates that the GRANTEE is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the GRANTEE from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the GRANTEE may have with the County.

C. Non-responsible Contractor/GRANTEE

The County may debar a GRANTEE if the Board of Supervisors finds, in its discretion, that the GRANTEE has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the GRANTEE'S quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the GRANTEE may be subject to debarment, the Department will notify the GRANTEE in writing of the evidence which is the basis for the proposed debarment and will advise the GRANTEE of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The GRANTEE and/or the GRANTEE'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the GRANTEE should be debarred, and, if so, the appropriate length of time of the debarment. The GRANTEE and the Chief Executive Office shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a GRANTEE has been debarred for a period longer than five (5) years, that GRANTEE may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the GRANTEE has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the GRANTEE has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractor/Subgrantee of Grantee

These terms shall also apply to Subcontractors/Subgrantees of County GRANTEE.

33. GRANTEE'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring GRANTEES to complete the Charitable Contributions Certification, Attachment IV, the County seeks to ensure that all County contractors/grantees which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A GRANTEE which receives or raises charitable contributions without complying with

