County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

December 14, 2010

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

Dear Supervisors:

APPROVE UTILIZING STEPS TO EXCELLENCE PROJECT FUNDING TO DISTRIBUTE QUALITY IMPROVEMENT GRANTS TO PARTICIPATING CHILD CARE PROVIDERS (ALL DISTRICTS) (3-VOTES)

SUBJECT

Approve utilizing County funds allocated to the Steps to Excellence Project for the distribution of quality improvement grants to participating child care providers. These grants, which are capped at $5,000 per program, are intended to help programs meet specific quality standards. Delegate authority to the Chief Executive Officer or his designee to prepare and execute quality improvement grants.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Chief Executive Officer, or his designee, to utilize County funds allocated to Steps to Excellence Project on December 12, 2006 to prepare and execute quality improvement grants to eligible child care providers participating in Steps to Excellence Project commencing upon approval by your Board until funds are exhausted. The total of funds to be awarded will not exceed $125,000. These grants both facilitate the participation of centers and family child care homes in Steps to Excellence Project and support the adoption of improved practices. Agreements, substantially similar to the Attachment, will be completed by all awardees. Approval as to form will be obtained from County Counsel prior to executing any agreements.

2. 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 that authorized the Office of Child Care (OCC) to implement Steps to Excellence Project (STEP), a voluntary child care program quality rating and support system for Los Angeles County developed by the Policy Roundtable for Child Care, and allocated $200,000 of County funds per year for three years to the project. STEP is intended to create incentives and mobilize resources so that licensed centers and family child care home providers are prepared to meet STEP quality standards. Over the past three years, your Board has authorized the issuance of STEP quality improvement grants supported by various funding sources. These grants have proven to be an effective recruitment tool within the 11 pilot communities.[1]

STEP grants are awarded on a one-time basis and 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. There is a significant body of research demonstrating that these components 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 Plan Goals 1: Operational Effectiveness and 2: Children, Family and Adult Well-Being by making resources available to child care centers and family child care homes.

FISCAL IMPACT/FINANCING

The funds requested to support this recommendation are included in the Chief Executive Officer (CEO) Fiscal Year 2010-11 Budget. The $125,000 will be divided among the five Supervisorial Districts to provide STEP quality improvement grants in each District. All quality improvement grants are capped at $5,000 per site and each grant application is reviewed by STEP staff to ensure that expenditures are directly related to enhancing program quality.

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[1] STEP pilot communities: Altadena, Florence/Firestone, Inglewood, Long Beach, Pacoima/Arleta, Palmdale, Pasadena, Pomona, San Pedro, Santa Monica and Wilmington

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The original motion in 2006 did not authorize the use of funds for the STEP grants; therefore, we are requesting permission to use $125,000 of the final year's $200,000 per year funding allocated to the STEP pilot.

STEP applicants are eligible to request a quality improvement grant after their history of substantial compliance with Community Care Licensing has been verified. To date, STEP has awarded 75 quality improvement grants to child care centers and 107 grants to family child care homes. All quality improvement grant recipients are required to submit a signed Agreement, proof of general liability insurance and receipts verifying budgeted expenditures.

IMPACT ON CURRENT SERVICES

Resources to assist child care providers in improving their services to children and families, and enhancing their environments and equipment available to children are in extremely short supply. In addition to the quality improvement grants, STEP also offers training sessions and on-site consultation to STEP participants. This combination of resources and support has the potential to raise the quality of child development services available throughout the STEP pilot communities.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:KH:LB
KMS:yw

Attachment

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

STEP QI Grants_Board Letter_12.14.10

Attachment

For County Use Only
____ NS
____ Sup. District

STEPS TO EXCELLENCE PROJECT (STEP)

QUALITY IMPROVEMENT GRANT AGREEMENT

Agreement No._____

Grantee Name: _____

Address: _____
Street City Zip Code

Name of Authorized Representative: _____ **Telephone:** _____

Child Care Provider Type: [ ] Family Child Care Home Social Security Number: _____
(select one) [ ] Center Taxpayer Identification Number: _____

Quality Improvement Activities to be Satisfied: Refer to attached copy of STEP Quality Improvement Plan.

Grant Period: _____ - May 31, 2011 **Maximum Grant Amount:** (will not exceed $5,000)
(Start Date)

Proposed Expenditures: Refer to attached copy of STEP Mini-Grant Budget.

County Department: Chief Executive Office/Service Integration/Office of Child Care
222 South Hill Street, 5th Floor
Los Angeles, CA 90012

County Project Director: Kathleen Malaske-Samu **Phone No.:** (213) 974-2440

County Project Specialist: **Phone No.:**

GRANTEE hereby agrees:

1. The signatory to this Grant Agreement has the power and authority to execute this Quality Improvement Grant Agreement ("Agreement") on behalf of the GRANTEE.

2. The Terms and Conditions, STEP Quality Improvement Plan, STEP Mini-Grant Application, and STEP Mini-Grant Budget are attached hereto and incorporated by this reference. Together with this Grant Agreement, these documents constitute the complete and exclusive statement of understanding between the COUNTY and the GRANTEE which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

3. GRANTEE has read the attached Terms and Conditions and agrees thereto.

4. STEP Mini-Grant funds shall be used for the quality improvements specified in the attached STEP Quality Improvement Plan and shall be expended according to the attached STEP Mini-Grant Budget by May 1, 2011. Any unused funds shall be returned at the end of the Grant Period. Grantee shall have no claim against County of Los Angeles ("COUNTY") for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Agreement.

5. Supporting documentation verifying budgeted expenditures shall be submitted by May 15, 2011.

STEPS TO EXCELLENCE PROJECT (STEP)

QUALITY IMPROVEMENT GRANT AGREEMENT

Agreement No._____

6. Financial and program records relevant to STEP shall be maintained for_5_ years.

7. COUNTY reserves the right to evaluate Grantee's compliance with all terms and conditions and to monitor the implementation of the STEP Quality Improvement Plan.

8. COUNTY reserves the right to conduct a quality review assessment site visit and to issue a quality rating for the Grantee's Child Care Program through the Steps To Excellence Project (STEP) after the Mini-Grant funds have been utilized. The Grantee will have the right to appeal quality rating prior to posting on County's website.

9. Funding of this Grant Agreement is contingent upon the availability and appropriation of funds.

10. COUNTY does not have an insurable interest in nor will COUNTY hold title to any equipment and supplies purchased by GRANTEES with grant funds, and that Grantees are not acting as service providers to or agents of the County.

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

By _____

WILLIAM T FUJIOKA
Chief Executive Officer

_____

DATE

APPROVED AS TO FORM:
BY COUNTY COUNSEL
ANDREA SHERIDAN ORDIN

By _____

DAVID BEAUDET
Senior Deputy County Counsel

GRANTEE

By _____

GRANTEE NAME/SIGNATURE
GRANTEE TITLE

_____

TAXPAYER IDENTIFICATION NUMBER OR
SOCIAL SECURITY NUMBER

TERMS AND CONDITIONS

1. GRANT AMOUNT
The COUNTY shall award the GRANTEE the monetary amount identified on the Grant Agreement form, page one, as full and complete compensation for the Quality Improvement Activities to be satisfied.

2. INDEPENDENT CONTRACTOR
The GRANTEE shall perform all activities included in this Agreement in an independent capacity and neither GRANTEE nor GRANTEE'S employees shall be considered as employees of the COUNTY or the State of California. This Agreement is by and between the GRANTEE and the COUNTY and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the COUNTY or the State of California and the GRANTEE.

3. ASSIGNMENTS AND SUBCONTRACTS/SUBGRANTS
The GRANTEE may enter into subcontracts/subgrants for activities for portions of this Agreement only as specified in the attached STEP Quality Improvement Plan. All appropriate provisions and requirements of this Agreement shall apply to the subagreement/subgrant. The GRANTEE shall be held responsible by the COUNTY for performance of any subcontractor or subgrantee.

4. INDEMNIFICATION
GRANTEE agrees to indemnify, defend and hold harmless the COUNTY and the State of California, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with GRANTEE'S implementation of the STEP Quality Improvement Plan, operations or services hereunder, including any workers' compensation suits, Federal Fair Labor Standards Act wage and hour law violations, liability, or expense, arising from or connected with activities performed by or on behalf of GRANTEE by any person pursuant to this Agreement. This indemnification provision shall survive the expiration of the Agreement.

5. INSURANCE
Without limiting GRANTEES indemnification of COUNTY, the GRANTEE shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY and evidence of such programs satisfactory to the COUNTY shall be delivered to County Project Specialist on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that COUNTY is to be given written notice at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate. All such insurance shall be primary to and not contributing with any other insurance or self-insurance maintained by County. GRANTEE shall add the COUNTY as additional insured to GRANTEE'S general liability insurance policy.

A. General Liability:
Liability insurance covering injury to clients and guests in the amount of at least one hundred thousand dollars ($100,000) per occurrence and three hundred thousand dollars ($300,000) in the total aggregate, sustained on account of the negligence of GRANTEE or its employees.

B. Workers' Compensation:
A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of GRANTEE and all risks to such persons under this Agreement. GRANTEES without employees shall sign a statement to that effect.

6. RECORDS RETENTION AND INSPECTION
Within ten (10) days of County Department Director's or his/her designee's written request, GRANTEE shall allow COUNTY access to financial and program records during regular business hours at any place GRANTEE keeps those records.

7. CONFLICT OF INTEREST
GRANTEE covenants that neither the GRANTEE nor any of its agents, officers, its employees, or sub-grantees who presently exercise any function of responsibility in connection with the program has personal interest, direct or indirect, in the Agreement, except to the extent he may receive compensation for his or her performance pursuant to this Agreement.

GRANTEE, its agents, officers, employees, and sub-grantees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

8. ASSURANCES
The GRANTEE assures that:

A. Authority:
It possesses legal authority to execute the proposed quality improvements, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the GRANTEE'S governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of the GRANTEE to act in connection with the program specified and to provide such additional information as may be required by the COUNTY.

B. Civil Rights:
GRANTEE shall abide by the provisions of the Title VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e (17), (P.L. 88-353), the Fair Employment and Housing Act, California Government Code Section 12900 et seq., and all applicable Federal and State laws, rules and regulations prohibiting discrimination under any program activity or employment for which GRANTEE received funding under this Agreement.

C. Prohibited Actions:
GRANTEE agrees not to engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The GRANTEE agrees to comply with the provision of the Federal Hatch Act and with Section 675e of Subtitle B of Title VI of Public Law 97-35, as amended, which limits political activity of employees, and with Public Law 101-121 (31 U.S.C. Section 1352) which prohibits use of Federal funds to influence the award of Federal contracts or grants.

D. OSHA/CAL-OSHA Compliance:
GRANTEE shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 661 et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

9. SUSPENSION AND TERMINATIONS
The GRANTEE agrees to suspend quality improvement activities for a period not to exceed ten (10) business days effective immediately upon written notice of suspension from the County Project Director. This provision will be applied if, in the judgment of the County Project Director, circumstances exist which could result in illegal or inappropriate expenditures of program funds.
The County Department Director or his/her designee may terminate this Agreement immediately by written notice to the GRANTEE upon GRANTEE'S failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the COUNTY determine that GRANTEE'S failure to perform relates to only part of the activities GRANTEE has proposed to implement, the COUNTY, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, COUNTY shall pay to GRANTEE all allowable budgeted costs actually incurred by GRANTEE prior to the effective date of such termination less payments paid by COUNTY for such activities.

If this Agreement is terminated, GRANTEE shall within five (5) days of receipt of notice of termination from COUNTY, notify all other parties who are subcontractors/subgrantees of the GRANTEE of such termination.

10. PAYMENT
Payment shall be made upon the filing with the COUNTY, by GRANTEE, of a completed and signed Grant Agreement Form, and all supporting documentation required per this form. GRANTEE agrees to file with the COUNTY proof of expenses rendered no later than May 15, 2011. GRANTEE warrants that it has a valid Taxpayer Identification Number and has registered to do business with the COUNTY. GRANTEES may register by visiting the following website: http://camisvr.co.la.ca.us/webven

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:

_____
(Center or Family Child Care Name)

_____
(Contact Person Name) (Title)

_____
(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 implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

23. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The GRANTEE certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical handicap, medical condition, mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

The GRANTEE shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical handicap, medical condition, mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The GRANTEE certifies and agrees that it will deal with its subcontractors, subgrantees, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical handicap, medical condition, mental disability, marital status, or political affiliation.

The GRANTEE shall allow COUNTY representatives access to the GRANTEE'S employment records during regular business hours to verify compliance with the provisions of this section when so requested by the COUNTY.

If the COUNTY finds that any provisions of this section have been violated, such violation shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the GRANTEE has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the GRANTEE has violated the anti-discrimination provisions of this Agreement.

Any subcontracts/subgrants awarded by GRANTEE shall contain this provision.

24. AMENDMENTS

No variation, modification, change, or amendment of this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

25. COMPLIANCE WITH APPLICABLE LAWS

The GRANTEE shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, including but not limited to 45 C.F.R. Parts 92, 98 and 99, the Child Care and Development Block Grant Act of 1990, Public Law 104-193, and any OMB Circulars, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. The GRANTEE shall also indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the GRANTEE or its employees, agents, or subcontractors/subgrantees of any such laws, rules, regulations, ordinances, or directives.

26. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The GRANTEE agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

27. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

28. WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

29. MATERIALS DEVELOPED WITH GRANT FUNDS

If the GRANTEE receives income from materials developed with grant funds, the use of the income shall be restricted to the child development program. If the materials were developed in part with grant funds, the income from the sale of the materials that shall be used in the child development program shall be computed in direct proportion to the share of grant funds used in development of the materials.

Materials developed with grant funds shall contain an acknowledgement of the use of State (general) or Federal funds in the development of the materials and a disclaimer that the contents do not necessarily reflect the position or policy of the California Department of Education.

30. DISALLOWED COSTS

GRANTEE shall provide COUNTY with appropriate documentation to demonstrate how all funds received by GRANTEE pursuant to this Agreement have been spent. If GRANTEE is unable to demonstrate that any amount received from the COUNTY was spent in furtherance of satisfying the Improvement Activities identified in the attached STEP Quality Improvement Plan, that amount shall be returned by GRANTEE to the COUNTY. By signing this agreement, GRANTEE specifically acknowledges that the COUNTY has an enforceable right to seek the return of all such moneys through any legal remedies available to it.

31. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, and incorporated by reference into and made a part of this Agreement. A copy of the County's Jury Service Program ordinance may be obtained by contacting the County Project Specialist.

B. Written Employee Jury Service Policy.

1. Unless the GRANTEE has demonstrated to the County's satisfaction either that the GRANTEE is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the GRANTEE qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the GRANTEE shall have and adhere to a written policy that provides that its Employees shall receive from the GRANTEE, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the GRANTEE or that the GRANTEE deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "GRANTEE" means a person, partnership, corporation or other entity which has a contract/grant with the County or a subcontract/subgrant with a County GRANTEE and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts/grants or subcontracts/subgrants. "Employee" means any California resident who is a full-time employee of the GRANTEE. "Full-time" means 40 hours or more

worked per week, or a lesser number of hours if: 1) the lesser 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. <u>CONTRACTOR RESPONSIBILITY AND DEBARMENT</u>

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. <u>GRANTEE'S CHARITABLE ACTIVITIES COMPLIANCE</u>

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 its obligations under California law commits a material breach subjecting it

to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

34. NOTIFICATION OF MERGERS AND ACQUISITIONS

Shareholders, partners, members, or other equity holders of GRANTEE may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of GRANTEE to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

35. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the GRANTEE'S performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the GRANTEE'S compliance with all Agreement terms and conditions and performance standards. GRANTEE deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the GRANTEE. If improvement does not occur consistent with the corrective action measures, the Count may terminate this Agreement or impose other penalties as specified in this Agreement.

36. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 36. "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

*****

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____ _____
Signature Date

_____
Name and Title of Signer (please print)