



SACHI A. HAMA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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April 26, 2016

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 April 26, 2016

LORI GLASGOW
EXECUTIVE OFFICER

AUTHORIZE THE EXECUTION OF A CONTRACT WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION TO CONTINUE IMPLEMENTING THE CALIFORNIA STATE PRESCHOOL PROGRAMS QUALITY RATING IMPROVEMENT SYSTEM BLOCK GRANT FROM THE CALIFORNIA DEPARTMENT OF EDUCATION (ALL DISTRICTS AFFECTED) (3-VOTES)

SUBJECT

A recommendation to authorize the Chief Executive Officer (CEO) to execute a contract with the Los Angeles County Office of Education (LACOE) to accept funds to continue implementing the California State Preschool Programs Quality Rating Improvement System (CSPP-QRIS) Block Grant from the California Department of Education (CDE) in the amount of \$897,000. Delegate authority to the CEO to execute contract extensions and amendments in accordance with the attached contract and delegate authority to the CEO to prepare and execute an agreement on a sole source basis with the University of California Los Angeles (UCLA) Center for Improving Child Care Quality to conduct assessments and ratings on child care facilities substantially similar to the attached contract. The contract period is January 1, 2016 through December 31, 2016, but the County's work under the contract and acceptance of the CDE grant funds will not occur until after the Board of Supervisors (Board) approval. The Office of Child Care (OCC), within the Service Integration Branch (SIB) of the CEO, will administer this contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the CEO to execute a contract (Attachment 1) with the LACOE to accept funds to continue implementation of the California State Preschool Programs CSPP-QRIS Block Grant in the amount of \$897,000. The OCC, within the SIB of the CEO, will administer this contract.

2. Delegate authority to the CEO to execute contract extensions and amendments, as appropriate and necessary to carry out the terms of the contract. Approval, as to the form, will be obtained from County Counsel prior to executing any amendments.

3. Delegate authority to the CEO to prepare, execute, extend, and amend as needed a sole source agreement, substantially similar to the attached contract (Attachment 2), with UCLA to provide assessments and ratings of child care providers and center staff. Approval, as to the form, will be obtained from County Counsel prior to execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the CSPP-QRIS Block Grant is to create one quality rating system for child care providers in the County. The single quality rating system seeks to improve the quality of child care by assessing, enhancing, and communicating (to the public) the quality of CSPP-funded programs. This quality rating system will help support standardized practice among participating child care providers and increase the level of consistency in their practice.

On September 8, 2015, the Board authorized the Interim CEO to execute a contract with LACOE to implement the CSPP-QRIS Block Grant. The CDE subsequently authorized an extension of the contract to allow counties to fully expend year one CSPP-QRIS grant funds. However, the County's contract with LACOE expired prior to the County receiving notice of the CDE extension. The expired contract could not be extended.

The CEO is seeking authority to enter into a contract with LACOE to continue CSPP-QRIS implementation for year one. In addition, the CEO seeks delegated authority to execute contract extensions and amendments, as necessary and appropriate, to carry out the terms of this contract. Finally, the CEO seeks delegated authority to execute a sole source contract with UCLA as authorized in the September 8, 2015, Board Letter.

The LACOE is the lead fiscal and program agent to the CDE responsible for the administration of the CSPP-QRIS Block Grant. OCC will administer this contract.

The contract includes the following budget categories:

- \$484,000 – Salary and Employee Benefits
- \$413,000 – Services and Supplies

As previously stated, OCC will seek to enter into a contract with UCLA. The contracted services provided by UCLA will include observation, assessment and analysis of child care facility ratings. UCLA is currently a partner in the Race to the Top-Early Learning Challenge (RTT-ELC) efforts supported by OCC and possess years of knowledge and experience providing services that would be difficult to duplicate. Contracting with other agencies would require an extensive learning curve and an insufficient time to accommodate the learning curve and complete the deliverables by the contract end date in December 2016.

Implementation of Strategic Plan Goals

The CSPP-QRIS Block Grant supports the County's Strategic Plan Goal 3: Integrated Services

Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

A budget adjustment was previously requested for the CSPP-QRIS Program in a September 8, 2015, Board Letter and includes the \$897,000 indicated above. Funds not spent this fiscal year (FY) will be requested to be carried over to FY 2016-17 through the department's budget closeout process.

All costs associated with the implementation of this contract, as well as the UCLA agreement are covered by the grant. There is no net County cost and no County matching requirements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The OCC began implementing a Quality Rating and Improvement System (QRIS) in 2007 with the Steps to Excellence Program (STEP). QRIS programs include the rating of child care facilities, professional development training opportunities, and quality improvement grants. In 2011, the OCC was awarded the California Department of Education RTT-ELC grant to support continued implementation of QRIS programs. The RTT-ELC is a federal initiative designed to support QRIS efforts. There are sixteen (16) California counties currently participating in the RTT-ELC grant. In Los Angeles County, there are two agencies, OCC and Los Angeles Universal Preschool (LAUP) who administer distinct and separate RTT-ELC QRIS Programs. Both RTT-ELC programs end June 30, 2016.

The CSPP-QRIS Block Grant provides the opportunity to continue QRIS program implementation with a focus on providing services to California State Preschool Programs. To implement the CSPP-QRIS Block Grant, the OCC, LAUP, and LACOE have agreed to partner with each other to provide a portion of the QRIS program, thereby merging into one QRIS program for Los Angeles County. The respective roles for each entity for this grant are:

- LACOE will serve as administrative oversight for the grant and recruit participants;
- OCC will recruit participants, process applicants, conduct licensing verifications, and conduct quality ratings; and
- LAUP will provide coaching, professional development, and quality improvement grants.

Since LACOE is serving as administrative oversight for the grant, the OCC will be contracting with LACOE to implement its respective activities for the grant. This grant is an annual grant with anticipated ongoing funding from the Governor's adopted budget.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The CSPP-QRIS Block Grant will extend child care quality rating and improvements services to California State Preschool Programs in the County and further maximize efforts with the development and implementation of a single rating system.

CONCLUSION

The Honorable Board of Supervisors

4/26/2016

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Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the CEO.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sachi A. Hamai".

SACHI A. HAMAI

Chief Executive Officer

SAH:JJ:FD

HK:VH:km

Enclosures

c: Executive Office, Board of Supervisors
County Counsel

Attachment I

C-15565-01:2016
COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE
OFFICE OF CHILD CARE

QUALITY START LOS ANGELES
CALIFORNIA STATE PRESCHOOL PROGRAMS (CSPP)
BLOCK GRANT YEAR 1 EXTENSION

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C-15565-01:2016

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR

QUALITY START LOS ANGELES (QSLA)
CALIFORNIA STATE PRESCHOOL PROGRAMS (CSPP)
BLOCK GRANT YEAR 1 EXTENSION
HEAD START-STATE PRESCHOOL

THIS CONTRACT is made and entered into this 1st day of January, 2016, "Commencement Date," by and between the LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE;" and

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE, through its **Office of Child Care**, a public agency located at 222 S. Hill Street, 5th Floor, Los Angeles, CA 90012, hereinafter referred to as "CEO-OCC/Contractor."

A. RECITALS:

1. **WHEREAS**, LACOE and CEO-OCC/Contractor are parties to Contract C-15565:15 dated May 1, 2015 regarding assessment and rating support to the CSPP providers participating in the QRIS CSPP Block Grant Year 1 for a term ending on December 31, 2015, a copy of which is attached to this Contract as Exhibit Q;
2. **WHEREAS**, most of the CSPP providers to whom LAC-OCC would provide assessments and ratings were not available to receive their services as anticipated. As a result of which only \$23,590.00 was expended and paid for under the above referenced Contract; and
3. **WHEREAS**, both parties are in agreement to carry forward the balance of the scope of the work and contract amount of \$896,542.00 to this new Contract.

B. QUALITY START LOS ANGELES SERVICES AND AUTHORIZATION

QRIS, a federal initiative designed to promote substantial changes in the quality of our nation's early care and education system, was created under the Race to the Top-Early Learning Challenge (RTT-ELC) in which thirty (30) California counties are currently participating. The California Department of

Education (CDE) administers the California State Preschool Program (CSPP) QRIS Block Grant.

The purpose of the QRIS Block Grant is to create a system that assesses, enhances, and communicates the quality of CSSP-funded center-based and family child care programs. The QRIS rating system is an opportunity for early care and education (ECE) providers to receive feedback about their current level of administrative and classroom quality, particularly since QRIS criteria are above and beyond basic licensing requirements. Participating providers receive information, coaching and incentives that assists them as they move toward progressively higher standards for each tier on the Quality Continuum Framework.

LACOE is the lead fiscal and program agent to the CDE responsible for blending two (2) local quality rating systems into one (1).

LACOE hereby contracts with CEO-OCC as specified herein. LACOE reserves the right to continue contract operations beyond the term provided in Section 2 provided Contractor completes in a satisfactory manner all conditions of this Contract, is in compliance with State laws and regulations, and LACOE receives continuous funding from CDE.

It is the expectation of LACOE that Contractor will partner, collaborate, and cooperate with LACOE, the Los Angeles Universal Preschool (LAUP), and Child Care Alliance of Los Angeles (CCALA) to implement a seamless and integrated QRIS for CSPP providers serving 70% (486) of the eligible 680 CSPP providers throughout the County in the initial implementation.

Contractor is solely responsible for its programmatic decisions and its financial obligations as a result of non-compliance with any law, regulation, policy, or requirements of this Contract. Contractor is an independent contractor and, therefore, LACOE is not responsible for their actions. This requires the Contractor to fully implement the terms and conditions of this Contract, perform the work as specified in its specific Scope of Work and Performance Indicators, inclusive of all written directives from LACOE to be in compliance with all applicable laws and regulations.

1. AUTHORIZATION AND ESTABLISHMENT OF QSLA PROGRAM SERVICES

LACOE, as a public contractor for the QRIS CSPP Block Grant and authorized by the California Education Code, Sections 8235 – 8239, Child Care and Development Services Act, funded by the Early Education and Support Division (EESD), California Department of Education (CDE), State of California (State), hereby contracts with CEO-OCC, Los Angeles Universal Preschool (LAUP), and Child for the creation and implementation of the

QSLA as specified herein.

2. TERMS OF CONTRACT

2.1 Effective Dates

This Contract is effective January 1, 2016, and continues in full force and effect through December 31, 2016, unless early termination occurs in accordance with the terms of Section 7, Enforcement Sanctions, Section 50, Termination of Contract, or funds are no longer available from the funding source(s).

2.2 Contract Amendments

If Contractor discovers any ambiguity, conflict, discrepancy, omission or other errors in this Contract, the Contractor shall immediately notify LACOE of such error in writing and request the modification or clarification thereof. LACOE-approved modifications shall be made by written amendment to this Contract. Changes, revisions, and/or amendments to this Contract must be made in writing, through Contract amendment requests, and mutually agreed upon by both parties, except as set forth in Section 4, Non-Appropriation of Funds, and Section 7, Enforcement Sanctions. Sanctions, including budget reductions, are made unilaterally by LACOE and LACOE shall issue such a letter specifying the sanctions and indicating the actions that must be taken to resolve the problem. Contractor shall have fifteen (15) days from the date of the letter to notify LACOE in writing if Contractor does not agree with the cited notifications, provide evidence that the problem/issue does not exist or has been corrected and to request a release from the enforcement action. If Contractor does not agree with, or do not accept the requirements for compliance, LACOE may notify Contractor of LACOE's intent to terminate the Contract as specified in Section 7, Enforcement Sanctions.

In the event there are Federal/State changes that affect provisions of this Contract, those changes shall supersede any and all affected provisions. It shall be LACOE's responsibility to advise Contractor of such changes through written directives and formal Contract amendments as appropriate.

2.3 Revising Exhibit – No Financial Impact

Both parties anticipate that during the course of this Contract, certain clarifying, non-economic revisions to the exhibits, which are a part of this Contract, may be needed. In these instances, LACOE shall issue such revised exhibit(s) accompanied by a cover letter specifying the

exhibit being revised and indicating the revision number of such revision. Contractor shall have fifteen (15) days from the date of the cover letter to notify LACOE in writing if Contractor does not agree with, or does not accept, such revision except as specified in Section 2.2, Contract Amendments. Absent such timely, written notification, the revision(s) to exhibits(s) made in this manner shall be deemed accepted by all parties.

In addition, Contractor may, from time to time, submit to LACOE a Request for Advance Approval (RAA) or a Budget Adjustment Request (BAR). Contractor shall follow the LACOE RAA/BAR process as described in the RAA/BAR manual. If such request from Contractor is approved by LACOE and will not increase or decrease the allocation specified in its corresponding Exhibit B2 Budget, a cover letter along with the approved RAA/BAR and any supporting revised exhibit(s) shall be issued to Contractor. LACOE will respond to Contractor's request within fifteen (15) work days, where all required documents and appropriate signatures are submitted with the RAA/BAR. Where required documents or signatures are not provided, the 15 work days shall begin upon receipt by LACOE of all required documents and/or original signatures. This timeframe is exclusive of any prior, written approval requirements of the California Department of Education or other funding sources.

2.4 Revising Exhibit with Financial (Budget) Impact

LACOE shall allocate funds as specified in Exhibit B2 to the Contractor for full and satisfactory performance of the work to be completed under this Contract, consistent with the service requirements as specified herein. If the stated amount is increased or decreased, the revised allocation shall be specified by a fully executed Amendment and a revised Exhibit B2.

3. DEFINITIONS

The definitions included below are provided in this Contract for easy reference. However, Contractor is reminded that it is bound by all other definitions included in all other applicable regulations.

Budget Adjustment Request (BAR) – A process used by Contractor to request approval for modifying its originally approved funding application budget. (See RAA/BAR Manual)

Day Definitions–

1. Day– Refers to calendar days unless specified otherwise in this Contract.

2. Work day(s) – Traditional days of work – Monday through Friday and excluding Saturday, Sunday and legal holidays.
3. Previous Day – Refers to the period immediately preceding the specified date.

Equipment or Capitalized Equipment – Tangible property having a useful life of more than one (1) year and an acquisition cost of \$7,500 or more per unit for purchases with QSLA funds. If Contractor has a more restrictive definition of “equipment,” the Contractor’s definition shall apply and the dollar amount associated with the Contractor’s definition shall apply. The determination that a purchase is equipment is determined at the time of acquisition.

Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself, herself or some other person.

Inventory – Supplies (including non-consumable supplies) and equipment as well as the process of documenting the amount and other characteristics of those items in one’s possession.

Material Weakness – A significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement in the financial statements will not be prevented or detected by the organization’s internal control system.

Nepotism – Favoritism in any form granted to an employee’s, a Governing Body member’s, or a Policy Committee/Policy Council member’s: brother (brother-in-law, half, step), daughter (daughter-in-law, half, step), domestic partner, father (father-in-law, step), grandchild, grandfather (including grandfather of spouse), grandmother (including grandmother of spouse), mother (mother-in-law, step), sister (sister-in-law, half, step), son (son-in-law, half, step), spouse, any relative living in immediate household of employee, or the domestic partner of any of the immediate family listed above.

Non-Consumable Supplies or Non-Capitalized Equipment – Tangible property having a useful life of one (1) year or more and an acquisition cost of less than the Contractor’ equipment (capitalized equipment) threshold and no more than \$1,000 per unit.

Quality Rating Improvement System – a locally determined system for continuous quality improvement based on a tiered rating structure with progressively higher quality standards for each tier that provides supports and incentives for programs, teachers, and administrators to reach higher level of quality, monitors and evaluates the impacts on child outcomes, and disseminates information to parents and the public about program quality

Request for Advance Approval (RAA) -- A process used by Contractor to request advanced approval for modifying originally approved funding application program and/or budget. Refer to RAA-BAR Manual.

Supplies – Tangible property having a useful life of less than one (1) year.

4. NON-APPROPRIATION OF FUNDS

LACOE's only financial and other obligation with respect to this Contract is contingent upon receipt of funds for the operation of the QSLA initiative from CDE. To the extent that LACOE does not receive such funds for which LACOE contracts with Contractor to operate, this Contract may be terminated immediately or as directed by the funding source.

In this event, LACOE shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Contract, and Contractor shall not be obligated to perform any provisions of this Contract. LACOE shall notify Contractor in writing of any such non- appropriation reduction or lack of award of funds at the earliest possible date and shall attempt to provide for orderly closeout of program operations provided funds are received from the appropriate funding source(s) for this purpose.

If funding is reduced or terminated by the CDE for purposes of this Contract, LACOE shall have the option to either cancel this Contract, with no liability occurring to LACOE, or offer an amendment to this Contract to Contractor to reflect the reduced amount.

5. ACCESS

5.1 Access to Records/Sites

LACOE, the Comptroller General of the United States, CDE/CDD or any of their duly authorized representatives, including any LACOE monitor or independent auditors, shall have the right to timely and unrestricted access to any QSLA books, documents, papers, and records of the Contractor, or a subcontractor of the Contractor when such records are determined by any of them to be pertinent to the project for the purpose of making audits, examinations, photocopies, excerpts, or transcripts. Such access shall be granted by the Contractor, and any subcontractor employed by the Contractor, at such reasonable times as may be determined by the parties as specified herein. This right to access exists as long as the records are retained, which may exceed the required retention period or term of this Contract.

This access right is also intended to include interviews with board members, staff, parents, and third parties (including vendors who are providing services) of the Contractor concerning its QSLA operations. Failure or refusal to comply with the unlimited access requirement will result in such actions as may be deemed appropriate by LACOE.

The rights to any report, evaluation, book or any other material developed by the Contractor under the performance of this contract shall belong to LACOE and CDE.

5.2 Public Access

Contractor shall provide reasonable public access to information and to the Contractor's records pertaining to the QSLA program. LACOE shall not impose terms which limit public access to records except after a determination by LACOE that records must be kept confidential and would have been exempted from disclosure under California's Public Records Act or other applicable provision of law. This Section only requires Contractor to permit public access to the Contractor's records as specifically required by this Contract or other appropriate law and regulation.

6. ORDER OF PRECEDENCE

The terms and conditions of this Contract are subject to applicable State laws and regulations and the LACOE contract. In the event of a conflict, the following order of precedence shall prevail, using the most restrictive law or regulation:

1. California Education Code Section 8203.1; State Budget Act 6110-196-0001
2. California Code of Regulations Titles 5 and 22
3. CDE Funding Terms and Conditions and Program Requirements for QSLA Program
4. Other funding or regulatory agency requirements that may be more restrictive, i.e., Health Department, Fire Department, Building and Safety Department, etc.

7. ENFORCEMENT SANCTIONS

- 7.1 Contractor's non-compliance with any of the terms of this Contract may result in LACOE imposing any of the following sanctions:

- a. Termination of CDE funding as awarded by this Contract.

LACOE may at any time advise Contractor in writing of its intent to terminate this Contract in whole or in part. The remedies of LACOE set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or regulation.

- b. Complete or partial suspension or temporary withdrawal of Contractor's authority to obligate funds pending LACOE's determination of Contractor's compliance with Contract requirements.
- c. Reduction of budget.
- d. Withholding of "cash advance" disbursement.
- e. Disallowance of all or part of the cost of activity or action not in compliance.
- f. Increased reporting and prior approval requirements.
- g. Increased program monitoring by LACOE staff.
- h. Other sanctions allowed by law, regulations, or LACOE procedures

7.2 Fraud

Activities that are determined to be engaged in or are a party to instances of fraud as defined in this Contract, including, but not limited to, submitting erroneous reports to reflect compliance with the Contract terms and conditions, shall be subject to the Contract consequences defined in Section 7.1 above. All suspected acts of fraud shall be reported to CDE.

8. REPORTING REQUIREMENTS

Non-compliance with any of the reporting requirements noted herein and described in Exhibit E may result in any of the sanctions described above in Section 7 Enforcement Sanctions of this Contract.

8.1 Required Reports

Required financial reports to be submitted by Contractor, and the frequency of submission of such reports, are specified in Exhibit E. In addition to the fiscal report, the Contractor must provide from its accounting system (and that of its subcontractors, consultants, and/or independent contractors) ledgers statements, or its equivalent, listing expenditures charged against this Contract. The listing shall include, as a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid and vendor name. All

requests for travel expenses shall be in accordance with the travel limits established by California Statutes and LACOE Administrative Regulation (AR) 3350. The fiscal report will be reconciled with supporting expenditure documentations.

In addition to the reporting requirements contained in the Contract, LACOE will periodically request proof of transaction (invoice, payroll register, vacancy reports, etc.) to evaluate the appropriateness of costs to the Contract pursuant to CDE guidelines as necessary. This information, if requested, must be provided within 30 calendar days of such request. The Contractor may also be required to submit a cost allocation plan to LACOE in support of its multipliers (overhead, indirect, general administrative costs and fringe benefits).

Other periodic reports may be required by LACOE as described under sanctions or as required by funding sources. These reports shall be submitted in accordance with instructions provided by LACOE. All reports shall be submitted on forms provided by LACOE, where such forms are applicable, and in the specified timeframe.

Contractor is required to track activity services as per the approved Exhibit A- Scope of Work. Contractor's quarterly and year-end report will be due to LACOE outlining key tasks and deliverables as specified in Exhibit E.

8.2 Delinquent/Incomplete Report Submission

Any incomplete forms, applications, requests, or reports will be returned to the Contractor within thirty (30) days or less from receipt thereof with an explanation of the incomplete non-compliance finding(s). Forms, applications, requests, or reports will not be processed until the incomplete non-compliant items are corrected, resubmitted within ten (10) working days from receipt, and approved.

C. CONTRACTORS' REQUIREMENTS

9. Contractor shall meet all objectives and activities as per approved Scope of Work in Exhibit A.

9.1 Based on the approved contract from CDE, Contractor will work with LACOE, LAUP and Child Care Alliance of Los Angeles (CCALA) to serve CSPP providers. It is the intent of the partners that no provider in Stage 2 will remain in this stage more than 2 years.

To Be Assessed:	
44	LACOE HS Newbies
<u>48</u>	Community Newbies- USDs/CBOs
N=92	

Below are the QSLA stages with the contracted lead agency specified for each of the three stages of QSLA services to be rendered to CSPP providers:

Stage 1 – Pre-assessment. Contractor will be the primary responsible party for conducting provider assessments. Assessment includes providers who have never received an initial rating or are preparing for a time 2 rating. Contractor will conduct assessment and rating of the selected providers as per Exhibit A Scope of Work by trained and highly qualified observers. Upon completion of the assessments, Contractor will transition provider ratings/files to QSLA coaching partners.

Stage 2 – Quality Improvement and Capacity Building. LAUP/CCALA will be the primary responsible parties for providing capacity-building support to providers who have received a tier rating of 1, 2 or 3 and require assistance to reach a rating of 4 or 5 and those in tiers 4 & 5 to support them in sustaining high quality. This stage is implemented by LAUP and CCALA and will include training, materials, and coaching and mentoring to assist the provider in closing the gaps and strengthening the program implementation to gain a higher rating. Providers in this stage will receive a secondary assessment and rating after two years of capacity-building support from Contractor pending CDE funding.

Additionally, providers in this stage that received the initial rating and some capacity-building support from RTT-ELC will only receive coaching through this grant. Coaching support is not provided through existing RTT-ELC QRIS funds, therefore this project will not supplant dollars.

Stage 3 – Sustainability/Incentives. LAUP/CCALA will be the primary responsible parties for providing incentives to providers that have received a tier rating of 4 or 5. These providers will receive financial

incentives to assist them in maintaining the 4 or 5 rating. LAUP/CCALA will track, monitor and report financial incentives distributed to providers. Additionally, LAUP will be responsible for providing facility grants to eligible QSLA providers.

9.2 Use of Consultants, Subcontractors

Contractor is responsible for the selection, performance, and qualifications to provide services and payment to all consultants/subcontractors/independent contractors contracted by Contractor for all services provided in programmatic, fiscal or administrative areas. Contractor's consultants/subcontractors cannot be officers or employees of the Contractor or LACOE. Consultants must not function as Contractor's employees, per IRS publication 15A. The use of consultants/subcontractors/independent contractors must be necessary for the performance of goals and activities outlined in the approved Scope of Work and reasonably charged and approved by the Contractor.

9.3 Qualifications of Observers:

QSLA quality ratings will be completed by Contractor as specified in Exhibit A. After Year 2, Contractor will transition the assessment and rating work in-house and institutionalize it as a County service.

Qualifications of observers include the following:

- Complete training in Environmental Rating Scales Institute (ERSI) for Early Childhood Environment Rating Scale, Family Child Care Environment Rating Scale, and Infant Toddler Environment Rating Scale.
- Complete training in Classroom Assessment and Scoring System (CLASS) (Pre-K and Toddler) provided by Teach stone for observational measures.
- Reviewer's reliability is certified and s/he must complete an inter-rater reliability check with the Center for Improving Child Care Quality (CICCCQ) team's lead reviewer after every tenth quality review, or at least once every three months. For inter-rater reliability, reviewers must meet a minimum mean weighted Kappa (K) $\geq .70$ for each item of the measure.
- A Minimum of 70% reviewers' reliability on the Environment Rating Scale (ERS) and CLASS measures must be re-checked and certified every calendar year by ERSI and Teach stone.
- Reviewers evaluating documentation files as per the Quality

Continuum Framework are also required to undergo an initial training to gain familiarity with the data collection tools being used to gather the information. Thereafter, reviewers must establish inter-rater reliability with CICCQ's lead reviewer. Reliability on the documentation review is also checked every tenth review or at least once every three months and must be re-established at the beginning of the next contract period.

9.4 QSLA Leadership Team Meetings

Contractor and its subcontractors, as needed, will participate in the QSLA Leadership Team meetings, outreach and activities as requested.

9.5 Annual Evaluation

Contractor and its subcontractors shall participate in the QSLA annual evaluation. The annual evaluation may include surveys, focus groups, reflections on lessons learned and/or best practices, etc. via phone, email, and/or face-to-face.

D. LEGAL AND MANAGEMENT SYSTEMS RESPONSIBILITIES

10. EMPLOYEE FINGERPRINTING

- At the time of the Contract award, and during the entire term of this Contract, Contractor, including all subcontractors, independent contractors, and/or consultants, shall fully comply with the provisions of Education Code Section 45125.1 when LACOE determines that the Contractor's employees and/or employees of subcontractors will have more than limited contact with minor children in the performance of work under the Contract.
- Contractor shall:
- Provide for the submission of fingerprints of its employees, and the employees of all subcontractors who may have more than limited contact with minor children, to the California Department of Justice (CDOJ) in a manner authorized by the CDOJ.
- Keep, upon receipt from the CDOJ, such clearance documents on file and make them available for inspection by LACOE or its designee, upon request.
- Not permit any Contractor's employee, or employee of subcontractors, independent contractors, and/or consultants

to come in contact with minor children until CDOJ clearance is ascertained.

- Certify, in writing (Exhibit F), to the Los Angeles County Board of Education that no Contractor's employee or employee of subcontractors, independent contractors, and/or consultants who may come in contact with minor children has been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.
- Provide a list (to be submitted with Exhibit F), including periodic updates, of Contractor's employees' names and the names of Contractor's employees and employees of subcontractors, independent contractors, and/or consultants who have been cleared by the CDOJ and who may come in contact with minor children.
- If the Contractor fails or refuses to comply with this Section 9, LACOE reserves the right for immediate termination of the Contract for noncompliance.
- Complete and submit the "Contractor Certification Regarding Compliance with Fingerprinting Requirements," attached as Exhibit F, at the same time Contractor returns an executed copy of the Contract.

11. PROCUREMENT STANDARDS

Contractor shall be solely responsible for ensuring that entities with which it subcontracts are appropriately insured and licensed for the work to be performed. Any issues, claims, or consequences arising out of Contractor's failure to verify appropriate insurance and licenses shall be the sole responsibility of the Contractor.

Contractor shall purchase equipment and non-consumable supplies with QSLA funding and may purchase such equipment. Contractor must submit a Request for Advance Approval (RAA) to LACOE if being considered and LACOE must approve the identified funding prior to Contractor's purchasing the equipment. Inventory shall clearly identify the funding source for each item purchased.

Contractor shall obtain prior written approval from LACOE for the purchase of any unit of equipment over the threshold limit established by CDE (\$7,500 per unit item) or for renovation/alteration of facilities (\$5,000). If CDE approval is required prior to purchasing any unit of equipment or the renovation/alteration of facilities, LACOE will determine if the cost of the

equipment or renovation/alteration is allowable, reasonable and necessary and, upon such determination, LACOE will request from CDE prior written approval to purchase the equipment or for the renovation/alteration. Contractor may not purchase any unit of equipment or perform any renovation/alteration on any facility without prior written approval from LACOE. Any such purchase or renovation/alteration is subject to disallowance of all costs associated with the equipment purchase or renovation/alteration without prior written approval.

12. PROPERTY MANAGEMENT

12.1 Definitions

1. Equipment – Tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$7,500.00 or more per unit for purchases with QSLA funds.
2. Non-Consumable Supplies – Tangible personal property having a useful life of one (1) year or more and an acquisition cost of less than \$7,500 and more than \$1,000.00 per unit.
3. Supplies – Tangible personal property having a useful life of less than one year.
4. Replacement Equipment – Equipment purchased in exchange for an existing item of equipment through trade-in, sale, exchange, or other means.

12.2 Use of Equipment and Non-Consumable Supplies

1. Use by the Contractor – Contractor shall use the equipment and non-consumable supplies in the QSLA program as long as Contractor is contracted by LACOE to provide QSLA program services. If equipment and non-consumable supplies are no longer needed by the appropriate contracted program whose funds were used to purchase the equipment or supplies, the ownership of the equipment and non-consumable supplies shall be automatically and immediately transferred to LACOE for instructions regarding appropriate disposition.
2. Shared Use – Provided this contract remains in full force and effect and is not terminated sooner and with prior written approval of LACOE, the Contractor may make equipment and non-consumable supplies available for use in other projects currently or previously supported by CDE, (first preference) or other State agencies, as long as there is no adverse impact on the QSLA program and with prior

written approval of LACOE. Costs associated with the maintenance and upkeep of the shared use of equipment and non-consumable supplies shall be prorated between and among all projects sharing the equipment and non-consumable supplies.

3. Other Uses – Provided this contract is in full force and effect and with prior written approval from LACOE, Contractor may use the equipment and non-consumable supplies as specified herein part-time for other purposes. Any costs associated with the use of the equipment and non-consumable supplies for other purposes may not be charged to the QSLA program.
4. Under no circumstances shall Contractor maintain possession of any QSLA equipment or supplies if LACOE discontinues this contractual relationship with Contractor without prior written approval from LACOE.
5. If any equipment or supplies were purchased with funds from multiple sources, Contractor will identify all items so purchased and request disposition instructions from LACOE. If Contractor dispose of said items without LACOE approval, the cost of any such items so disposed are subject to disallowance.

12.3 Property Management and Control System

1. Contractor shall take a physical inventory annually and shall reconcile the property records maintained by the Contractor. The inventoried property will include all QSLA funded equipment. At minimum the inventory documentation must document the verification of the existence, current utilization, and continued need for the equipment. Contractor shall submit a comprehensive inventory report to LACOE using LACOE provided forms.
2. Contractor shall maintain a control system to ensure adequate safeguards to prevent loss, damage, or theft.
3. Contractor shall maintain adequate preventive maintenance and repair procedures to keep property in good working condition.
4. Disposition or transfer of property purchased with QSLA funds shall be determined by LACOE, when such equipment is no longer needed for QSLA purposes.
5. In addition to the above, QSLA programs funded by LACOE are informed that LACOE retains title to any equipment or supplies and that the equipment and non-consumable supplies shall

immediately be returned to LACOE upon termination of Contractor's Contract.

13. FACILITIES OPERATED BY CONTRACTORS

Contractor shall maintain facilities, at Contractor's cost and expense during the entire term of this Contract. Contractor is solely responsible for all payments for facilities unless stipulated otherwise in writing by LACOE.

14. RECORD RETENTION

Each Contractor receiving funds from LACOE to provide QSLA services shall keep records related to the operation of the QSLA program for a period of five (5) years as required by the CDE.

15. COPELAND ACT

Contracts in excess of two thousand dollars and 00/100 (\$2,000.00) for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (29 CFR Part 5). All suspected or reported violations shall be reported to LACOE by Contractor. LACOE shall report any such suspected or reported violations to CDE.

16. COPYRIGHTS

The rights to any report, evaluation, book, or any other material developed by the Contractor under the performance of this contract shall belong to LACOE and CDE.

17. PUBLIC AND MEDIA RELATIONS

In all communications with the press, television, radio or any other means of communicating with the general public, Contractor shall make specific reference to LACOE as the sponsoring agency, which is funded by the California Department of Education and LAUP and CCALA as the other partners on QSLA. All contacts with the media relative to QSLA must be reported immediately by each Contractor to LACOE. It will be the responsibility of LACOE to follow-up as appropriate, or appoint a designee.

18. POST AWARD APPROVAL REQUIREMENTS – PROGRAMMATIC AND FISCAL

Program and fiscal changes requiring written post award approval from LACOE are specified in Exhibit A. Written approval shall be obtained prior to the implementation of any program or fiscal revision requiring same.

Contractor's implementation of changes requiring post award approval prior to receipt of written approval from LACOE are subject to disallowance of costs incurred for such changes.

19. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, Contractor is an independent contractor and separate business entity, and its members and staff are not officers, employees or agents of LACOE. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees or agents of LACOE. LACOE does not assume any debt, obligation, or contracts of Contractor.

20. CONTRACTS WITH SUBCONTRACTORS

Contractor shall include the following paragraph in all contracts Contractor enters into for the purpose of subcontracting QSLA duties:

“Contractor is an independent contractor and separate business entity from LACOE. Contractor's board members and staff are not officers, employees or agents of LACOE. [Name of contractor] acknowledges that there is no employer-employee or principal-agency relationship between Contractor and LACOE. [Name of contractor] further acknowledges that this Contract does not create, and no actions of LACOE, Contractor, and/or [name of contractor] create, a contractual relationship, express or implied, between LACOE and [name of contractor].”

21. NO THIRD PARTY OBLIGATIONS

Contractor may not enter into any written or oral contracts for the operation of any part of the QSLA program without the prior written approval of LACOE.

22. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract through a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by Contractor for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at LACOE's sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission,

percentage, brokerage, or commission fee.

23. ASSIGNMENT OR TRANSFER

Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer, or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, Contractor shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of contractors or others whom Contractor intend to engage other than those identified in the approved application or amendments thereto, shall be submitted to LACOE for prior written approval.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or the public enemy, insurrection, acts of the Federal government or any unit of State or local government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. COMPLIANCE WITH LAW

Both parties shall comply with all applicable State, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Contractor warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

26. SEVERABILITY AND WAIVER

26.1 Severability

If any provision of this Contract is determined to be illegal,

unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

26.2 Waiver

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

27. INTERPRETATION

The preparation of this Contract was developed with the input from both parties. This Contract and the provisions contained therein shall not be construed or interpreted for or against any party hereto because said party drafted or caused the party's legal representative to draft any of its provisions. The captions and headings of the various sections of this Contract are for the convenience and identification only and shall not be deemed to limit or define the content of the respective sections hereof.

28. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim, or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

29. INCORPORATED BY REFERENCE

Any exhibits, documents, manuals, etc. referenced herein shall be incorporated and made a part of this Contract.

30. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein.

31. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties, and obligations with respect to

the transactions discussed in the Contract and supersedes all prior Contracts, understandings, and commitments, whether oral or written. Except as set forth in Section 2.2, Contract Amendments, and Sections 2.3 and 2.4, Revising Exhibits, this Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, properly signed and acknowledged by both of the parties hereto.

E. COMPLIANCES

32. PROHIBITION AGAINST USE OF FUNDS TO INFLUENCE LEGISLATION OR APPROPRIATIONS

The Federal Hatch Act requires that none of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any political activity or to further the election or defeat of any candidate for public office. No part of any funds under this Contract shall be used to pay the salary or expenses of any employee, Contractor, or agent acting for the Contractor to engage in any activity designed to influence legislation or appropriation pending before any State or Federal legislative body.

33. NON-DISCRIMINATION

During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sec. 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, Section 7285 et seq.) the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

Contractor shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Contract.

34. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AND WITH THE AMERICANS WITH DISABILITIES ACT

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any programs or activity receiving Federal financial assistance. In addition, each Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA).

35. COMPLIANCE WITH DRUG-FREE WORKPLACE ACT

Contractor must certify that it will provide a drug-free workplace in accordance with the provision of the Drug-Free Workplace Act of 1990. Contractor will do the following:

- (1) Require that each employee be given a copy of the statement of notification referenced below;
- (2) Publish a written statement notifying employees that the unlawful manufacture, distribution, possession or use of a controlled substance in the workplace is prohibited;
- (3) Require as a condition of employment, that each employee abide by the statement of notification and notify the Contractor of any conviction for a violation, occurring in the workplace; of a criminal drug statute; and
- (4) Establish an ongoing drug-free awareness program for employees.

36. DOMESTIC PARTNERS

For contracts over \$100,000, each Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

- A.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- B.** Have not, within a three-year period preceding the execution of this

contractual instrument, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C.** Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or local), with commission of any of the offenses enumerated in Section B above, of this certification; and
- D.** Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or local) terminated for cause of default.

F. FISCAL RESPONSIBILITIES

38. PAYMENTS TO CONTRACTOR

The total amount of this contract is not to exceed Eight Hundred Ninety Six Thousand Five Hundred Forty Two Dollars (\$896,542.00). For the performance of this Contract, Contractor shall be reimbursed by and/or receive advances (disbursements) from LACOE in a total amount not to exceed amount reflected in the Exhibit B2 for authorized expenses incurred pursuant to the budget attached hereto as Exhibit B2 Budget, and made a part of this Contract. LACOE is not obligated to reimburse and or advance Contractor for any program costs which exceed this amount. The total amount, however, is subject to adjustment by LACOE if the period of operation is less than the period specified, or if a substantial change is made in the Scope of Services that affects this Contract.

Funding is contingent upon availability of funds from CDE, annual budget approval, annual scope of work approval and continued compliance with all provisions of this Contract.

Upon Contractor's request, subject to LACOE's approval, LACOE may make monthly advance payments to Contractor in the amount of operating expenditures projected by the Contractor.

LACOE shall monitor quarterly expenditures of QSLA Services in accordance to Exhibit A Scope of Work and Exhibit C Performance Indicators.

Contractor will be reimbursed on a quarterly basis based on cost reports

submitted for actual expenditures and LACOE approval.

LACOE may withhold, reduce or modify any disbursement, including the date of any such disbursement, if any contract term and condition is not fully met. Contractor will submit Quarterly cost report and final cost report to LACOE as required by Exhibit E of this Contract within twelve (12) calendar days of quarter's end. LACOE will reconcile the reported expenditures with prior advance payments to either reimburse or collect the difference to or from Contractor.

Monitoring of Disbursements

Disbursements may be used for allowable costs only. As stated in Section 21, CONTRACTOR must receive approval from LACOE prior to entering into contracts for purposes of the operation of any part of the QSLA program. Disbursements shall be monitored under the provisions of Section 8.1. Exhibit P provides guidance regarding allowable costs. This list is not exhaustive. If a cost is not included in Exhibit P, CONTRACTOR may submit a request for determination of whether the cost is allowable to LACOE. LACOE will respond in thirty (30) calendar of days with its decision.

In the event a disbursement is determined to be for a disallowed cost, the CONTRACTOR must repay the disallowed amount to LACOE within 45 days of notification that a cost is disallowed. Should LACOE take action to collect disallowed costs not paid by the CONTRACTOR, the CONTRACTOR shall reimburse LACOE for all costs associated with such action, including, but not limited to attorney's fees.

39. Travel and Per Diem Expenses

If Contractor is to be involved with travel, Contractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to the CDE's non-represented employees, computed in accordance with State Department of Personnel Administration regulations, Title II, California Code of Regulations, Subchapter I.

40. Limitation of Development and Administrative Costs

The costs of developing and administering a QSLA Services shall not exceed LACOE's CDE approved indirect rate. Costs in excess of the limitation shall be disallowed unless prior written approval is received from LACOE.

Documentation supporting the allocation of costs to the administrative and programmatic areas, including rationale statements, shall be developed and maintained by Contractor. In instances where actual administrative costs are claimed at percentage rates that differ from the original approved budgetary

percentages, Contractor shall submit documentation of actual, as opposed to budgeted costs, and a rationale statement with the Supplemental Report of Costs.

41. ANNUAL AUDIT OF PROGRAMS

The combined program compliance and financial audit shall include tests to determine that the requirements of all State laws and regulations have been met. The audit shall cover Contractor's prior budget period to determine: (1) whether the financial statements fairly present the financial position of the Contractor; (2) whether the Contractor are complying with the terms and conditions of this Contract and all exhibits; and, (3) whether appropriate written financial and administrative procedures and internal controls have been implemented, and are operating effectively; and (4) whether the governing bodies maintained appropriate oversight of the QSLA program to safeguard state assets.

LACOE shall monitor the audit reports of Contractor; assure compliance with all audit provisions; assure timely and appropriate corrective action is taken on all audit findings and recommendations in instances of non-compliance with State laws and regulations; and, determine whether Contractor spent QSLA funds in accordance with applicable laws and regulations. Any area of non-compliance will result in disallowance of inappropriate expenditures; if appropriate, and any other remedy available to LACOE until the non-compliance issue is resolved to the satisfaction of LACOE. If such an event occurs, LACOE is not responsible for any debts or liabilities of Contractor that continue unpaid resulting from, during, or relating to actions taken by LACOE.

Contractor must submit copies of the independent audit for each contract year to LACOE as appropriate. Contractor must notify their independent auditors, in writing, of this requirement and submit a copy of the notice to the Assistant Director, Fiscal Controls & Accountability (FCA), Head Start-State Preschool Division, LACOE.

42. REVIEWS

42.1 Ongoing Monitoring by LACOE

LACOE will perform program and fiscal reviews and/or audits or other such reviews, including all program areas, fiscal management and facilities, as necessary or required. Audits and/or reviews shall be conducted in conformance with the written procedures covering such audits/reviews established by LACOE. Failure by Contractor to allow and fully cooperate with such audits or reviews may result in LACOE taking such remedies available to it. If such an event occurs, LACOE is

not responsible for any debts or liabilities of the Contractor that continue unpaid resulting from, during, or relating to LACOE's actions.

1. Contractor will develop and implement a comprehensive procedure to conduct ongoing monitoring of their own program services, subcontractors, fiscal operations and management systems. The plan should include systems for overseeing, tracking and protecting funds allocated by LACOE for QSLA operations and program support for CSSP providers.
2. Monitoring may be conducted using a collaborative team approach between LACOE and Contractor.
3. Contractor is required to have ongoing monitoring activities to ensure that activities are being conducted effectively. When areas of non-compliance are identified, corrective action must be taken.
4. Contractor to provide access to LACOE staff to conduct regular site visits of Contractor's ongoing monitoring of their program services, fiscal cooperation, and all management systems.
5. LACOE shall review each program, function and activity to assure that adequate progress is being made in the implementation of program plans and accomplishment of goals and objectives.

G. SPECIAL CONDITIONS

LACOE may impose any conditions that are required by the CDE and attached to its contract with LACOE if such conditions impact or are required of each Contractor in order to further implement this contract.

H. INSURANCE REQUIREMENTS

43. INDEMNIFICATION

Except for the sole negligence of LACOE, Contractor agrees to defend, indemnify, save, and hold harmless LACOE, its Governing Board and commissions and the individuals thereof, and all its officers, agents, employees, representatives, and volunteers (collectively hereinafter referred to as LACOE) from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in connection to any injury, damage, or loss (including, but not limited to, bodily injury, death, personal injury, property damage,

or any other type of loss) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including LACOE) arising out of, or caused by, or incidental to, or occurring as a result of, or relating to the performance or nonperformance of services, operations, duties, and other obligations of Contractor , its officers, agents, employees, representatives, and subcontractors pertaining to this Contract.

Contractor acknowledges that LACOE may select defense counsel of its choosing for the purposes of its legal representation in a lawsuit brought by a third party in which Contractor is required to defend the interests of LACOE.

The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage.

43.1 Subrogation

Contractor further agrees to waive all rights of subrogation against LACOE for all loss, cost, and expense (including, but not by way of limitation, fees and court costs) arising out of any liability or claim of liability for injury (including death), damage, or loss sustained or claimed to have been sustained arising out of, or incidental to, or occurring as a result of LACOE's performance or failure to perform services, duties, and other obligations pertaining to this Contract.

43.2 Holding LACOE Harmless

Contractor agrees to defend, indemnify, and hold harmless LACOE and the State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Contractor in the performance of this Contract.

Contractor agrees to require all subcontractors and/or independent contractors to include the following language in its contract with Contractor:

[Name of sub/independent contractor] agrees to defend, indemnify,

and hold harmless LACOE and the State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Contractor in the performance of this Contract.

44. INSURANCE REQUIREMENTS

This contract is by and between LACOE and the Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership joint venture, or association as between LACOE and Contractor. Contractor understands and agrees that all persons furnishing services pursuant to this contract are, for purposes of workers' compensation and employment practices liability, employees solely of Contractor and not of LACOE.

Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits and any benefits pursuant to employment practices liability to any person for claims arising from or connected with services performed pursuant to this Contract. Contractor shall defend and indemnify LACOE for any such demand, debt, lien, claim, loss, damage, liability, cost, expense (including, but not by way of limitation, fees and costs actually incurred, whether or not litigation has commenced), judgment or obligation, action, or cause of action whatsoever related to workers' compensation or employment practices liability.

Without limiting the Contractor's indemnification of LACOE and as a material condition of this Contract, Contractor shall procure and maintain for the duration of the Contract, and any extended period thereof, insurance with limits, coverage, terms, and conditions at least as broad as shown below.

The insurance requirements set forth below may be met by a self-insured or partially self-insured program, provided that specifics of such a program are submitted to and approved by LACOE. Contractor shall maintain insurance limits no less than those specified in Section 39.1 below.

44.1 Minimum Scope and Limits of Insurance

(Coverage shall be at least as broad as specified below)

44.1.1. Commercial General Liability Insurance

Commercial General Liability Insurance “occurrence” form to provide defense and indemnity coverage to the Contractor, its employees, and LACOE for liability for bodily injury, personal injury, and property damage arising from, including, but not limited to, premises and operations, contractual liability, use of independent contractors, products and completed operations, broad form property damage, and broad form liability with a combined single limit of \$1,000,000 per occurrence. The general aggregate limit shall apply separately to this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be endorsed to name LACOE as additional insured.

44.1.2. Automobile Liability Insurance

Automobile Liability Insurance to provide defense and indemnity coverage to Contractor , its employees, and LACOE for liability for bodily injury and property damage with a combined single limit of \$1,000,000 per accident to cover owned, non-owned, and hired automobiles if automobiles are used in the operation of program activities. The general aggregate limit shall apply separately to this Contract or the general aggregate shall be twice the required per accident limit. The policy shall be endorsed to name LACOE as additional insured.

44.1.3 Directors & Officers (D & O) Liability Insurance

Directors & Officers (D & O) Liability Insurance to provide coverage for defense and loss to the Contractor and past, current, or future employees, officers and directors in the amount of \$1,000,000. The policy period aggregate limit shall apply separately to this Contract or the policy period shall be twice the required per occurrence limit. The policy shall be endorsed to provide coverage for prior acts. If the policy is written on a claim-made form, the policy shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.

44.1.4. Employment Practices Liability Insurance

Employment Practices Liability Insurance to provide coverage for defense and damages to the Contractor and its employees for allegations, claims, or lawsuits involving employment practices

(including, but not limited to, discrimination, wrongful termination, harassment (including sexual), emotional distress, mental anguish, or retaliation), brought by past, current, or future employees in the amount of \$1,000,000. The policy shall be endorsed to provide coverage for prior acts. If the policy is written on a claims made form, the policy shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.

44.1.5 Professional Liability Insurance

Professional Liability Insurance to provide coverage for defense and damages to the Contractor and its employees for negligent acts, errors, and omissions with a limit of liability of \$1,000,000 each incident. The general aggregate limit shall apply separately to this Contract or the general aggregate shall be twice the required per incident limit. The policy shall be endorsed to provide coverage for prior acts. If the policy is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.

44.1.6 Workers' Compensation Insurance

Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers' Liability insurance for bodily injury by: (1) accident with limits of \$1,000,000 each accident; (2) disease with limits of \$1,000,000 per policy limit; and (3) disease with limits of \$1,000,000 each employee.

44.1.7 Commercial All Risk Property Insurance

Commercial All Risk Property Insurance for building and personal property for full replacement cost if Head Start funds are used to purchase, lease, or rent property. A "loss payee clause" covering the interest of LACOE shall be added onto the policy.

44.1.8 Automobile Comprehensive and Collision Physical Damage

Automobile Comprehensive and Collision Physical Damage Insurance for automobiles that are purchased, leased, or rented with Head Start funds. Contractor may commercially insure this risk or self-insure this risk. If commercial insurance is purchased, a "loss payee" endorsement covering the interest of

LACOE shall be added onto the policy.

44.1.9 Commercial Crime Insurance

Commercial Crime Insurance, including coverage for blanket employee dishonesty, theft, disappearance and destruction, forgery or alteration, and computer fraud in the amount of \$100,000 covering any and all principals, officers, employees, and agents involved in the performance of this Contract. A “third party clause” covering the interest of LACOE shall be added onto the policy.

44.1.10 Student Accident Insurance

For Private Non-Profit Agencies, Student Accident Insurance with a limit of no less than \$10,000 per accident, with no deductible, covering students for accidental death, dismemberment and loss of sight benefits, and hospital and professional medical expense benefits for all programs and activities sponsored directly or indirectly by the Contractor, including travel to and from programs and activities.

For Local Governments, LACOE will purchase Student Accident Insurance for Contractor and charge back Contractor the cost for insurance.

44.1.11 Sexual Abuse or Molestation

Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

44.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LACOE. At the option of LACOE, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to LACOE, its officers, officials, employees, and volunteers; or Contractor shall provide a financial guarantee satisfactory to LACOE guaranteeing payment of losses and related investigations, claims administration and defense expenses, such as purchase of a bond or irrevocable letter of credit.

44.3 Other Insurance Provisions

44.3.1 Additional Insured

LACOE shall be named as an additional insured on the Comprehensive General Liability and Business Automobile Liability policies. LACOE shall be named as loss payee on the Commercial Property and Commercial Crime policies as LACOE's interest may appear.

44.3.2 Primary Insurer

Contractor's insurance coverage shall be primary insurance as respects LACOE. Any insurance or self-insurance maintained by LACOE shall be excess of the Contractor's insurance and shall not contribute to it.

Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Each insurance policy required by this Contract shall be endorsed to state that "except for non-payment of premium, in which case ten (10) calendar days' notice of cancellation shall be given, coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) calendar day's prior written notice by certified mail, return receipt requested, has been given to LACOE.

44.3.3 Insurers Admitted in State of California

Insurance shall be placed with insurers admitted in the State of California and having a "Best Rating" of no less than A. Deviations from this requirement must be declared to and approved by LACOE.

44.3.4 Furnishing LACOE with Certificates of Insurance

Contractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to

bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

44.3.5 Maintaining Insurance for Contractor

Contractor shall cause all subcontractors to procure and maintain, for the duration of any work, services or operations performed, insurance to cover claims for injuries (including death), damage, or loss that may arise from or in connection with the performance or nonperformance of work, services, or operations by the subcontractor or any of its officers, agents, employees, representatives, or volunteers. ADD LIMITS OF INSURANCE COVERAGE FOR SUBCONTRACTORS SHALL BE THE EQUIVALENT TO THAT OF THE CONTRACTOR

44.3.6 Certificate of Insurance and Endorsements

Contractor shall mail Certificate of Insurance and Endorsements to the addresses as shown below:

Los Angeles County Office of Education
Insurance Compliance
PO BOX 12010-LA
Hemet, CA 92546-8010

Los Angeles County Office of Education
Head Start-State Preschool
Fiscal Controls & Accountability (FCA) Unit
10100 Pioneer Blvd. #325
Santa Fe Springs, CA 90670

Los Angeles County Office of Education
Contracts Unit
9300 Imperial Highway, ECW Room 153
Downey, CA 90242

45. FAILURE TO COMPLY

In the event Contractor fails to perform in accordance with the indemnification and/or insurance clauses of this Contract, or breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education, and the individuals thereof, and all officers, agents, employees,

representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance by the Contractor.

46. TERM OF INDEMNIFICATION AND INSURANCE

The requirements of Section 43, Indemnification, Section 44, Insurance Requirement, and Section 45, Failure to Comply, shall survive the termination or expiration of this Contract. Contractor is responsible for any claims made within Contract period regardless of when claim is filed, as required by occurrence form. Such responsibility includes, but not by way of limitation, liability for any fees and costs actually incurred (whether or not litigation has commenced), judgment or obligation, action or cause of action whatsoever, arising out of or in connection with the performance or nonperformance of services, operations, duties, or other obligations of Contractor .

Sections 43, 44, and 45, as well as any term of this Contract that expressly extend or by their nature should extend beyond termination or expiration of this Contract, will survive and continue in full force and effect after any termination or expiration of this contract.

47. NOTIFICATION OF CLAIMS

47.1 Incidents of Injury and Death

Contractor shall immediately notify LACOE within twenty-four (24) hours, in writing, of any and all incidents that result in a serious injury to a child, staff member, volunteer, or other persons, and the time, place, and circumstances thereof, including identification of witnesses, if known.

47.2 Litigation – Potential and Actual

47.2.1 Copy of Legal Documents

A copy of any and all demands, charges, notices, claims, summonses, complaints, or other similar legal documents received by Contractor in connection with the services or operations pertaining to this Contract shall be forwarded to LACOE's Risk Manager within twenty-four (24) hours.

47.2.2 Contractor Claims

As a result of loss, damage, or theft, the Contractor shall file a claim

with its insurance carrier and submit written notice within ten (10) working days to LACOE's Risk Manager of Contractor's notification to its insurance carrier.

I. NOTICES, CONFLICT RESOLUTION AND TERMINATION REQUIREMENTS

48. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party to whom intended. The representatives of the parties who are authorized to administer this Contract and to whom notices should be sent are as follows:

48.1 LACOE's address is:

LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway
Downey, California 90242-2890
The representatives of LACOE shall be:

PROGRAM MANAGEMENT

Executive Director, Business and Finance

Division Director
Head Start/State Preschool Division

CONTRACTS MANAGEMENT

Administrative Services Manager
Controller's Office

FINANCIAL MANAGEMENT

Financial Operations
Consultant
Controller's Office

OPERATIONS

Assistant Director
Administrative Services
Controller's Office

48.2 The representatives of Contractor shall be:

Contractor shall notify LACOE, in writing, within fifteen (15) calendar days of any change in assignment, anticipated change in assignment, or upon the pending vacancy of the above-referenced representatives.

49. CONFLICT RESOLUTION

49.1 Remedies

Non-compliance with any part of this Contract may result in any appropriate action by LACOE, including those identified in Section 7, Enforcement Sanctions, until complete resolution of the issue(s). If such an event occurs, LACOE is not responsible for any debts or liabilities of Contractor that continue unpaid resulting from, during, or relating to remedies imposed by LACOE.

50. TERMINATION OF CONTRACTOR CONTRACT

50.1 Termination – Scope

LACOE may at any time terminate this Contract, in whole or part, but only as permitted by state statute and regulation. The rights and remedies of LACOE set forth in the “Termination” Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

50.2 Termination for Default

50.2.1 Default

LACOE may terminate this Contract due to Contractor’s default if (a) a Federal or State proceeding for the relief of debtors is undertaken by or against Contractor ; or, (b) a receiver or trustee is appointed for Contractor ; or (c) Contractor makes an assignment for the benefit of its creditors; or (d) Contractor becomes insolvent, which shall be deemed to have occurred if Contractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not Contractor has committed the act of bankruptcy or is considered insolvent within the meaning of the Federal bankruptcy law.

50.2.2 Material Breach

LACOE may terminate this Contract if Contractor breaches any material term or violates any material provision of this Contract and does not cure such breach or violation within ten (10) calendar days after delivery by LACOE of a written “Notice of Cure Deficiency.”

50.2.3 Termination Due to Contractor Unable or Unwilling to Comply

If Contractor is unable or unwilling to comply with established or additional requirements as may be lawfully applied by CDE to the grant and to LACOE, LACOE shall terminate this Contract by giving written notice to Contractor signifying the termination date as may be lawfully applied by CDE to LACOE. In this event, LACOE may require Contractor to comply with arrangements that have been made for the transfer of the QSLA program and ensure all assets (equipment, and supplies) of said program(s) are transferred to another Contractor, to LACOE or to another CDE designated grantee pursuant to LACOE instructions. In the event of any termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by Contractor under this Contract shall be disposed of according to LACOE written procedures. Notwithstanding the above, Contractor shall not be relieved of liability to LACOE for damages sustained by LACOE by virtue of any breach of the Contract by Contractor or other third parties, and LACOE may withhold any reimbursement to Contractor for the purpose of offset until such time as the exact amount of damages due to LACOE from Contractor is determined by LACOE.

50.3 Termination for Cause

If LACOE elects to terminate this Contract, such termination shall be effective upon delivery of a written Notice of Termination to Contractor. The Notice of Termination shall state the reasons for the termination and the effective date prior to expiration of the operating period of this contract. If no date is provided, termination is effective upon delivery of Notice. LACOE shall pay Contractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, Contractor shall have no further claims against LACOE under this Contract.

51. AGENCY AUTHORIZED SIGNATORIES

Contractor must submit to the Assistant Director, Fiscal Controls & Accountability, by August 1 of each year, a list of Contractor board members and staff authorized to sign on behalf of Contractor for certain binding documents. The list should indicate the individual's typed name, his/her signature, position with Contractor, and the documents authorized to sign: Contract, RAA/BAR forms, independent contractor contracts, purchase orders, checks, and warrants (including payroll), etc.

52. SURVIVAL

Sections 43, 44, and 45 as well as any terms of this Contract that expressly extend or by their nature should extend beyond termination or expiration of this Contract, will survive and continue in full force and effect after any termination or expiration of this contract.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

LOS ANGELES COUNTY CHIEF
EXECUTIVE OFFICE/ OFFICE OF
CHILD CARE

By _____
Patricia Smith
Executive Director
Business and Finance

By _____
Sachi Hamai
Chief Executive Officer

Date _____
Im 3-3
Report 3/14/16

Date _____
Indicate Federal Tax I.D. Number:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Beauchamp*
Deputy

LOS ANGELES COUNTY OFFICE OF CHILD CARE
QUALITY START LOS ANGELES (QSLA) SCOPE OF WORK AND START-UP
YEAR ONE
January 2016 - DECEMBER 2016

Objectives <i>Include what is the main objective to be accomplished</i>	Activities/Sub-tasks <i>Indicate the key activities leading to the fulfilment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	Staff Lead <i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	Timeline <i>Indicate start and end period.</i>	Deliverables <i>Indicate what evidence of completion will be submitted to support project payment.</i>
Participate on the QSLA LT to create the implementation plan.	<ul style="list-style-type: none"> • Participate in LT meetings • Prepare OCC Scope of Work 	OCC – Chief Program Specialist	January 1, 2016 – December, 2016	Scope of Work
Recruit and hire staff for QR	Create job descriptions: <ul style="list-style-type: none"> • Special Services Assistant III • Chief Program Specialist* • Program Specialist IV • Program Specialist III • Program Specialist I (3) • Senior Typist Clerk (2) • Fiscal Lead • Fiscal Program Specialist II 	OCC – Chief Program Specialist	January 1, 2016 – Dec 31, 2016	Assessment Staff Lead Hired* Vacancy reports included in the quarterly updates

LOS ANGELES COUNTY OFFICE OF CHILD CARE
QUALITY START LOS ANGELES (QSLA) SCOPE OF WORK AND START-UP
YEAR ONE
January 2016 - DECEMBER 2016

Objectives <i>Include what is the main objective to be accomplished</i>	Activities/Sub-tasks <i>Indicate the key activities leading to the fulfilment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	Staff Lead <i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	Timeline <i>Indicate start and end period.</i>	Deliverables <i>Indicate what evidence of completion will be submitted to support project payment.</i>
Contract with UCLA	<ul style="list-style-type: none"> • Prepare contract to include provider observations using ERS/CLASS, portfolio and file reviews • Review and approve contract language • Submit contract for UCLA’s review and approval • Approve and monitor UCLA contract 	OCC – Chief Program Specialist	January 1, 2016 – December, 2016	Share draft contract with LACOE before finalizing contract. Contract with UCLA executed Submit quarterly reports to LACOE
QRIS outreach for new providers or partner	<ul style="list-style-type: none"> • Participate in outreach of new providers and/or partners. (The goal is to have at least 2 of the 3 partners represented at each outreach presentation. and program recruitment meetings 	OCC – Chief Program Specialist Special Services Assistant III	January 1, 2016 – Dec 31, 2016	Outreach calendar/log submitted in the quarterly reports.

LOS ANGELES COUNTY OFFICE OF CHILD CARE
QUALITY START LOS ANGELES (QSLA) SCOPE OF WORK AND START-UP
YEAR ONE
January 2016 - DECEMBER 2016

<p style="text-align: center;">Objectives</p> <p style="text-align: center;"><i>Include what is the main objective to be accomplished</i></p>	<p style="text-align: center;">Activities/Sub-tasks</p> <p style="text-align: center;"><i>Indicate the key activities leading to the fulfilment of the objective. Include in chronological order. Include frequency or quantity of activities.</i></p>	<p style="text-align: center;">Staff Lead</p> <p style="text-align: center;"><i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i></p>	<p style="text-align: center;">Timeline</p> <p style="text-align: center;"><i>Indicate start and end period.</i></p>	<p style="text-align: center;">Deliverables</p> <p style="text-align: center;"><i>Indicate what evidence of completion will be submitted to support project payment.</i></p>
<p>Create and process provider application materials</p>	<ul style="list-style-type: none"> • Work with LT to create the process and protocol for posting, collecting and processing provider application process, including the Letter of Intent to apply and the application. • Post application materials on line • Accept and process provider application materials • Implement orientation sessions for new providers • Work with LT to create the provider contract process and protocol. 	<p>OCC – Chief Program Specialist</p> <p>Program Specialist III</p> <p>Program Specialist I</p>	<p>January 1, 2016 – Dec 31, 2016</p>	<p>Applications reviewed to ensure 92 processed for assessment</p> <p>Share monthly updates with LT on number of provider contracts processed to-date.</p>

LOS ANGELES COUNTY OFFICE OF CHILD CARE
QUALITY START LOS ANGELES (QSLA) SCOPE OF WORK AND START-UP
YEAR ONE
January 2016 - DECEMBER 2016

Objectives <i>Include what is the main objective to be accomplished</i>	Activities/Sub-tasks <i>Indicate the key activities leading to the fulfilment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	Staff Lead <i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	Timeline <i>Indicate start and end period.</i>	Deliverables <i>Indicate what evidence of completion will be submitted to support project payment.</i>
Collect Provider licensing history for last 12 months	<ul style="list-style-type: none"> • Complete Licensing Verification forms • Submits forms to Licensing identify issues listed in required categories • Licensing returns forms to OCC • Conference with LACOE Head Start regarding license standing 	OCC – Chief Program Specialist Program Specialist III	January 1, 2016 – Dec 31, 2016	Licensing history collected Agendas/Correspondence of mtgs with LACOE HS
Assessments and Data collection begins	<ul style="list-style-type: none"> • Provide electronic files Enter information into QRIS database • Schedule assessments visits • Review results 	OCC – Chief Program Specialist	January 1, 2016 – Dec 31, 2016	QRIS Database updated Transition 92 NEW fully-rated providers

LOS ANGELES COUNTY OFFICE OF CHILD CARE
QUALITY START LOS ANGELES (QSLA) SCOPE OF WORK AND START-UP
YEAR ONE
January 2016 - DECEMBER 2016

<p style="text-align: center;">Objectives</p> <p style="text-align: center;"><i>Include what is the main objective to be accomplished</i></p>	<p style="text-align: center;">Activities/Sub-tasks</p> <p style="text-align: center;"><i>Indicate the key activities leading to the fulfilment of the objective. Include in chronological order. Include frequency or quantity of activities.</i></p>	<p style="text-align: center;">Staff Lead</p> <p style="text-align: center;"><i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i></p>	<p style="text-align: center;">Timeline</p> <p style="text-align: center;"><i>Indicate start and end period.</i></p>	<p style="text-align: center;">Deliverables</p> <p style="text-align: center;"><i>Indicate what evidence of completion will be submitted to support project payment.</i></p>
<p>Transition fully-rated providers to LAUP for Capacity-building support.</p>	<ul style="list-style-type: none"> • Work with LT to create the transition of providers to LAUP • Prepare assessment summary report, rating results, and overall rating “certificate” and send electronic reports to LAUP • Send rating certificate to provider 	<p>OCC – Chief Program Specialist</p>	<p>January 1, 2016 – Dec 31, 2016</p>	<p>Transition a minimum of 165 providers transitioned to QSLA coaching partners with report</p> <p>Number of certificates sent to providers</p>

LOS ANGELES COUNTY OFFICE OF CHILD CARE
QUALITY START LOS ANGELES (QSLA) SCOPE OF WORK AND START-UP
YEAR ONE
January 2016 - DECEMBER 2016

Objectives <i>Include what is the main objective to be accomplished</i>	Activities/Sub-tasks <i>Indicate the key activities leading to the fulfilment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	Staff Lead <i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	Timeline <i>Indicate start and end period.</i>	Deliverables <i>Indicate what evidence of completion will be submitted to support project payment.</i>
Participate in the QSLA annual evaluation	<ul style="list-style-type: none"> • Participate in meetings and discussions regarding the design of the QSLA evaluation. • Participate in evaluation of the QSLA. • Ensure that UCLA participates in the annual evaluation. 	OCC – Chief Program Specialist	January 1, 2016 – Dec 31, 2016	Evaluation participation log Completed reflections, surveys, etc.

Yr 1 QSLA Budget Narrative for LAC-OCC

1. Personnel: \$323,689					
Position	Description	Base Mo. Salary	% Time on Project	# of Mos.	Total
Special Services Assistant III	Responsible for overall administration including personnel and fiscal management, internal coordination of OCC projects, liaison to CEO and departments as needed.	\$11,393.21	7.5%	11	\$9,399.398
Chief Program Specialist	Coordinates communication with LAC-QRIS Consortia partners, and serves as point of contact for LACOE monitoring. Troubleshoots policy issues as needed, and completes progress reports. Oversees rating subcontract with UCLA CICCQ. Supervises and supports Program Specialist IV, Program Specialist III and one Senior Typist Clerk.	\$11,009.55	25%	12	\$33,028.65
Program Specialist IV	Manages daily operation of rating functions, and coordinates the transition of the rating process from UCLA CICCQ to OCC. Also manages daily operation of application/data processing process.	\$9,612.82	50%	11	\$52,870.51

1. Personnel: \$323,689

Position	Description	Base Mo. Salary	% Time on Project	# of Mos.	Total
Program Specialist III	Verifies self-reported data in portfolios submitted by CSPP centers. Supervises and supports three Program Specialists I, one Senior Typist Clerk, one Intermediate Typist Clerk, and one Student Professional Worker.	\$8,169.55	50%	11	\$44,932.52
Program Specialist I	Recruits CSPP centers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$6,229.18	50%	12	\$37,375.08
Program Specialist I	Recruits CSPP centers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$6,229.18	50%	12	\$37,375.08
Program Specialist I	Recruits CSPP centers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$56,229.18	50%	12	\$37,375.08
Senior Typist Clerk	Verifies licensing status of applicants. Enters data, files documentation, runs reports. Provides clerical support to Chief Program Specialist and QRIS rating team.	\$3,825.64	50%	(12) 9	(\$28,692.30) \$17,215.38
			100%	3	\$11,476.92

1. Personnel: \$323,689					
Position	Description	Base Mo. Salary	% Time on Project	# of Mos.	Total
Senior Typist Clerk	Verifies licensing status of applicants. Enters data, files documentation, runs reports. Provides clerical support to PS IV and QRIS rating team.	\$3,825.64	50%	(6)	(\$17,215.38)
				3	\$5,738.46
				3	\$11,476.92
Intermediate Typist Clerk *Other	Processes CSPP applications, site visit referrals, procurement requests, and invoices.	\$2,529.27	50%	(6)	(\$11,381.72)
				3	\$3,793.92
				3	\$7,587.81
Fiscal Lead	Completes quality assurance review of fiscal reports. Supervises Fiscal Program Specialist II.	\$10,274.00	2.5%	12	\$3,082.20
Fiscal Program Specialist II	Tracks receipt of funds and invoices. Prepares fiscal reports.	\$6,479.00	5%	12	\$3,887.40
Student Professional Worker	Conducts quality assurance review of applications and completes Master List data entry.	\$1,572.00	50%	(6)	(\$7,074.00)
				3	\$2,358.00
				3	\$4,716.00
Total					\$323,689

2. Benefits: \$160,647.01

The County benefit rate is calculated at 49.63% of salaries. The total benefit cost is \$160,647.

3. Supplies: \$5,985

Includes procurement of office supplies such as writing tablets, folders, pens, pencils, paper clips, tape, etc. totaling \$300, postage totaling \$100, FedEx mailing costs totaling \$100, copying expenses totaling \$185, and phone charges totaling \$500. Equipment maintenance costs which include the estimated cost for copier/fax and computer maintenance is calculated at \$400 per month. Fees to be paid to Los Angeles County's Shared Services/ISD Network are projected to total \$4,800.

4. Travel: \$6,000

Travel costs include attendance at Annual QRIS National Meeting, Consortium meetings, local meetings, orientations and community events.

5. Equipment: \$7,000

Includes procurement of equipment such as laptops (\$2,500 x 2) and projectors (\$1,000 x 2) for use at recruitment and orientation events.

6. Contractual: \$354,474

LACOCC will continue to subcontract with UCLA CICCQ to conduct up to 92 CSPP center ratings, analyze data and prepare rating reports, and write a rating summary report. Payment to UCLA CICCQ will not exceed \$354,474.

7. Total Direct Costs \$38,747

8. Indirect Costs: \$38,747

The Office of Child Care's indirect costs are calculated at 8% of salary and benefits for a total of \$38,747. The indirect rate covers a portion of the department-wide, general management and administrative costs that cannot be directly charged to the program. These allocable costs include administrative staff such as the executive management, human resources, purchasing, office clerical staff not dedicated to specific programs, janitorial service, IT support, etc.

TOTAL – ALL BUDGET CATEGORIES - \$896,542

Los Angeles County Office of Education
LAC-QRIS

NAME of LAC-QRIS Partner		Funding Source	
LA OCC		QRIS CSPP Block Grant	
Director or Authorized Representative (Type Name and Title)		Description	Fiscal Year
Cheri Thomas		LAC-QRIS	2015-16 (Yr 1 ext.)
GABI Line Item	FTEs	Total	
a. PERSONNEL			
QIA Management Salaries			
1	Sr. Vice President		
2	Director		
3	Supervisor		
4	Program Leadership Coach		
5	Program Support Coachers for Centers		
6	Quality Lead Trainer		
7	Program Trainer		
8	Sr. Financial Analyst		
9	Family Engagement Specialist		
10	Program Leadership Supervisor		
11	Family Engagement Specialist Supervisor		
12	Workforce Advisement Specialist		
13	Environment Improvement Specialist		
14	Research Analyst		
15	Legal Counsel		
16	Network Capacity Analyst		
17	Compliance Analyst		
18	Fiscal Coach		
19	Fiscal Supervisor		
20	Special Services Assistant III	7.50	9,399
21	Chief Program Officer	25.00	33,029
22	Program Specialist IV	50.00	52,871
23	Program Specialist III	50.00	44,933
24	Other		
Total QIA Management Salaries		132.50	\$ 140,231
QIA Support Salaries			
1	Coordinator		
2	Legal Coordinator		
3	Fiscal Coordinator		
4	Program Specialist I	150.00	112,125
5	Senior Typist Clerk	1.00	45,908
6	Fiscal Lead	2.50	3,082
7	Fiscal Program Specialist	5.00	3,887
8	Other (Intermediate Typ Clerk, Student Prof...)	75.00	18,456
Total QIA Support Salaries		233.50	\$ 183,458
TOTAL PERSONNEL		366.00	\$ 323,689
b. FRINGE BENEFITS			
1	Social Security, FICA, SUI		\$ 160,647

Los Angeles County Office of Education
LAC-QRIS

NAME of LAC-QRIS Partner		Funding Source	
LA OCC		QRIS CSPP Block Grant	
Director or Authorized Representative (Type Name and Title)		Description	Fiscal Year
Cheri Thomas		LAC-QRIS	2015-16 (Yr 1 ext.)
GABI Line Item	FTEs	Total	
2 Health/Dental/Life			
3 Retirement			
4 Other Fringe			
TOTAL FRINGE BENEFITS		\$	160,647
c. BOOKS and SUPPLIES			
1 Office Supplies		\$	5,985
2 Resource Materials/Manuals			
3 Training Materials			
4 Other Supplies			
TOTAL BOOKS and SUPPLIES		\$	5,985
d. TRAVEL			
1 Travel Costs			6,000
TOTAL TRAVEL		\$	6,000
e. EQUIPMENT			
1 Office Equipment		\$	7,000
2 Classroom/Outdoor			
3 Vehicle Purchase			
4 Other			
TOTAL EQUIPMENT		\$	7,000
f. CONTRACTED SERVICES			
1 Subcontractors - UCLA		\$	354,474
2 Consultants			
3 Coaches			
4 Legal			
5 Training & Technical Assistance			
6 Other Contracts			
TOTAL CONTRATED SERVICES		\$	354,474
g. TRAINING STIPENDS			
1 Stipends			
TOTAL TRAINING STIPENDS		\$	-
h. INCENTIVES			
1 Incentives			
TOTAL INCENTIVES		\$	-
i. OTHER			
1 Depreciation/Use Allowance			

Los Angeles County Office of Education
LAC-QRIS

NAME of LAC-QRIS Partner	Funding Source
LA OCC	QRIS CSPP Block Grant
Director or Authorized Representative (Type Name and Title)	Description Fiscal Year
Cheri Thomas	LAC-QRIS 2015-16 (Yr 1 ext.)

GABI Line Item	FTEs	Total
2 Rent		
3 Mortgage		
4 Utilities, Telephone		
5 Building & Child Liability		
6 Building Maint & Rep		
7 Alteration/Renovation		
8 Staff Development		
9 Other		
TOTAL OTHER		\$ -
TOTAL DIRECT CHARGES		\$ 857,795
j. INDIRECT COSTS		\$ 38,747
TOTALS -ALL BUDGET CATEGORIES		\$ 896,542

Budget Information (Also Exhibit B-2)

SECTION B - BUDGET CATEGORIES	
6. Object Class Categories	
a. Personnel	\$ 323,689
b. Fringe Benefits	160,647
c. Books and Supplies	5,985
d. Travel	6,000
e. Equipment	7,000
f. Contracted Services	354,474
g. Training Stipends	-
h. Incentives	-
i Other	-
Total Direct Charges	\$ 857,795
j. Indirect Costs	38,747
TOTALS	\$ 896,542

Exhibit C

LAC - OCC Performance Indicators (PI) for Quality Start Los Angeles (QSLA)

Year 1 Extension

January 1, 2016 - December 31, 2016

1. By May 30, 2015, and each quarter thereafter, contractor to share **quarterly reports on the following:**
 - a) **Participation on the QSLA LT and activities, including outreach**
 - b) **Number of provider applications reviewed, processed, and assessed to-date.**
 - c) **Staffing hires and vacancies**
 - d) **Detailed fiscal and operational updates for both OCC and UCLA** outlining dollars spent and activities rendered to-date

2. By December 2016, Contractor to lead and/or participate in a minimum of **5 outreach presentations** with the QSLA LT/Consortium.

3. By March 31, 2016, Contractor to have **transitioned a minimum of 165 CSPP providers from RTT2 to the coaching partners for capacity-building support.**

4. By December 30, 2016, Contractor to have **processed a minimum of 92 applications for assessment** and capacity building support.

5. By December 30, 2016, **Contractor to have issued ratings to 92 providers in Stage I** assessment and transitioned ratings to coaching partner. (See Exhibit A.)

6. By December 30, 2016, Contractor to have participated in the **evaluation design** and implementation of the QSLA evaluation plan.

Form C. Los Angeles County-Quality Rating and Improvement System

II. The Consortium's Quality Rating and Improvement System

A. An Overview of the consortium's current Quality Rating and Improvement System (LACQRIS) Please provide a brief summary of the consortium's LACQRIS.

The Los Angeles County Office of Education is proposing to partner with the existing Quality Rating and Improvement System Consortium members to implement a countywide QRIS system.

The Los Angeles County Quality Rating and Improvement System (LAC-QRIS) Consortium includes the Los Angeles County Office of Education (LACOE), the Los Angeles Universal Preschool (LAUP), and the LA County Office of Child Care (OCC). Both OCC and LAUP are currently operating QRIS as a part of California's Race to the Top-Early Learning Challenge (RTT-ELC) The following briefly summarizes the QRIS currently operated by the OCC and LAUP:

- Licensed child care centers and family child care homes are recruited to participate
- Programs submit an application and their licensing history is verified
- Programs receive a Time 1 rating using the RTT-ELC developed Tiered Rating Matrix
- Results of the rating are used to inform coaching services, professional development, and program quality improvement incentives to help providers obtain a Tier 4 or 5 rating
- A Time 2 rating is conducted after two years of participation and initial rating
- Results are once again used to inform coaching, professional development, and program quality improvement incentives

This proposal will align Los Angeles County's two quality rating systems into one. The LAC-QRIS Consortium functions will be assigned as follows:

- LACOE will be responsible for administrative oversight, county outreach, and program monitoring and evaluation of the LAC-QRIS Block Grant award
- OCC will be responsible for pre-assessment, verifying licensing history of applicants, conducting ratings, and sharing rating results with LAC-QRIS stakeholders, as well as recruiting providers.
- LAUP will be responsible for working with OCC and providers to develop a Program Improvement Plan which will include training, technical assistance, and coaching support. LAUP will also administer improvement and sustainability incentives and awards, as well as recruiting providers.

The LAC-QRIS proposes to serve 70% of the eligible 680 California State Preschool Program (CSPP) providers throughout the County in the initial implementation with a gradual increase in services over a four year period to include 100% of the providers. LAC-QRIS will utilize a three

Form C. Los Angeles County-Quality Rating and Improvement System

stage approach to implement the project:

Stage 1 – Pre-assessment includes providers who have never received an initial rating. The OCC will conduct an initial assessment and rating of the selected providers. This stage will meet the intent of the funding requirement whereby no more than 20% of funds will be utilized for assessment and rating.

Stage 2 – Quality Improvement and Capacity Building includes providers who have received a tier rating of 1, 2 or 3 and require assistance to reach a rating of 4 or 5. This stage is implemented by LAUP and will include training, materials, and coaching and mentoring to assist the provider in closing the gaps and strengthening the program implementation to gain a higher rating. Providers in this stage will receive a secondary assessment and rating after two years of capacity-building support.

Additionally, providers in this stage that received the initial rating and some capacity-building support from RTT-ELC QRIS will only receive coaching through this grant. Coaching support is not provided through existing RTT-ELC QRIS funds, therefore this project will not supplant dollars.

Stage 3 – Sustainability includes providers that have received a tier rating of 4 or 5. These providers will receive financial incentives to assist them in maintaining the 4 or 5 rating. Stages 2 and 3 will meet the funding requirement of at least 80% of funds to be allocated to quality improvement.

Within the first eight (8) months of the project, 70% of the providers (476) will be included. The providers will be assigned to stages as depicted in the chart below. There will be an annual increase of 68 new providers and at least 20% of the providers in Stage 2 will move into Stage 3 (Sustainability) annually. It is our intent that no provider in Stage 2 will remain in this stage more than 2 years.

Percent of CSPP Providers N=680	Number to be served	Number Assigned to Stage 1 – <i>Pre-assessment and Rating</i>	Number Assigned to Stage 2 – <i>Improvement and Capacity Building</i>	Number Assigned to Stage 3 - <i>Sustainability</i>
70%	476	92	275	109

B. Quality Continuum Framework and Tiers

B1: How does the consortium incorporate the Quality Continuum Framework (QCF)? Go to <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp> to reference the QCF.

The existing LA County Consortium (LAUP and OCC) fully utilizes the QCF to implement its

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projects as they are the core of their projects. Through this new partnership with LACOE, the LAC-QRIS consortium will continue to use the framework to provide services to the CSPP providers in the county. The countywide system will build upon California’s local and statewide successes and create sustainable capacity at the local level to meet the needs of our early learners. We will focus on programs in highest need such as the CSPP providers that serve the State’s most vulnerable population. Our three-stage design supports a locally driven quality improvement process that encourages assessment, goal setting, and monitoring of progress that leads to tangible change.

B2: Please identify your local rating system in reference to the Tiered Rating Matrix. Go to <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp> to reference the Tiered Rating Matrix.

Step One: identify the consortium’s Tier 2:

- A) Using existing point system
- B) Have local block

If B, then fill in Tier 2 in **B3** below.

Step Two: identify the consortium’s Tier 5:

- A) Using existing point system
- B) Using points and has an additional requirement (e.g. accreditation, inclusionary plans for dual language learners, etc.)

If B, then fill in Tier 5 in **B3** below.

- C) Have a local block

If C, then fill in Tier 5 in **B3** below.

B3. LOCAL TIERED RATING MATRIX WITH ELEMENTS AND POINTS. Complete as needed, based on responses to B2.

ELEMENT	BLOCK (Common Tier 1) Licensed In-Good Standing	Local Tier 2	Local Tier 5
CHILD DEVELOPMENT AND SCHOOL READINESS			
1. Child Observation	<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses DRDP 2010 twice a year and uploads into DRDP Tech and results used to inform curriculum planning
2. Developmental and Health	<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care	<input type="checkbox"/> Program works with families to

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<p>Screenings</p>		<p><i>Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent</i>) used at entry, then:</p> <ol style="list-style-type: none"> 1. Annually OR 2. Ensures vision and hearing screenings are conducted annually 	<p>ensure screening of all children using the ASQ & ASQ-SE, if indicated, at entry, then as indicated by results thereafter</p> <p>AND</p> <p><input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate</p> <p>AND</p> <p><input type="checkbox"/> Meets Criteria from point level 2</p>
<p>3. Local Element (Please describe)</p>			
TEACHERS AND TEACHING			
<p>1. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCH)</p>	<p><input type="checkbox"/> Meets Title 22 Regulations [Center: 12 units of Early Childhood Education (ECE)/Child Development (CD) FCCH: 15 hours of training on preventive health practices]</p>	<p><input type="checkbox"/> Center: 24 units of ECE/CD¹ OR Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD OR Associate Teacher Permit</p>	<p><input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field plus/with 24 units of ECE/CD (or Master's degree in ECE/CD) OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually</p>
<p>2. Effective Teacher-Child Interactions: CLASS Assessments (*Use tool for appropriate age group as available)</p>	<p><input type="checkbox"/> Not Required</p>	<p><input type="checkbox"/> Familiarity with CLASS for appropriate age group as available by one representative from the site</p>	<p><input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K</p> <ul style="list-style-type: none"> ▪ Emotional Support – 5.5 ▪ Instructional Support – 3.5

¹ For all ECE/CD units, the core 8 are desired but not required.

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			<ul style="list-style-type: none"> ▪ Classroom Organization – 5.5 Toddler ▪ Emotional & Behavioral Support – 5.5 ▪ Engaged Support for Learning – 4
3. Local Element (Please describe)			
PROGRAM AND ENVIRONMENT			
1. Ratios and Group Size (Centers Only beyond licensing regulations)	<input type="checkbox"/> Center: Title 22 Regulations Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations <i>(excluded from point values in ratio and group size)</i>	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
2. Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, FCCERS-R)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5
3. Director Qualifications (Centers Only)	<input type="checkbox"/> 12 units core ECE/CD+ 3 units management/administration	<input type="checkbox"/> 24 units ECE/CD + 16 units General Education +/-with 3 units management/administration <u>OR</u> Master Teacher Permit	<input type="checkbox"/> Master's degree with 30 units ECE/CD including specialized courses +/-with 8 units management/administration, <u>OR</u> Administrative Credential <u>AND</u> <input type="checkbox"/> 21 hours PD annually
4. Local Element (Please describe)			
Program Type	Common-Tier 1	Local-Tier 2	Local-Tier 5
Centers ___ Elements for maximum ___ points	Blocked (No Point Value) – Must Meet All Elements	Point Range 8 to 19	Point Range 32 and above
FCCHs	Blocked (No Point	Point Range	Point Range

Form C. Los Angeles County-Quality Rating and Improvement System

___ Elements for maximum ___ points	Value) – Must Meet All Elements	6 to 13	22 and above
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Note: Please revise point ranges, if additional elements have been added.

C. Rating and Assessing

C1. Describe the qualifications of those who are conducting the assessments (LAC-QRIS ratings) and the process (es) for ongoing quality control for maintaining an appropriate degree of rigor, including inter-rater reliability, in their rating processes?

LAC-QRIS quality ratings will be completed by full-time staff employed by the Office of Child Care (OCC). We will transition the assessment and rating work in-house and institutionalize it as a County service. In the interim, we will continue to partner with UCLA CICCQ during FY 2014-15. Having ratings completed by a team of readily accessible and highly trained observers will benefit the LA County Consortium and will circumvent any delays or interruptions in producing quality ratings.

Qualifications of observers include the following:

- Complete training in Environmental Rating Scales Institute (ERSI) for ECERS, FCCERS, and ITERS.
- Complete training in CLASS (Pre-K and Toddler) provided by Teachstone for observational measures.
- Reviewer's reliability is certified and s/he must complete an inter-rater reliability check with the CICCQ team's lead reviewer after every tenth quality review, or at least once every three months. For inter-rater reliability, reviewers must meet a minimum mean weighted Kappa (K) $\geq .70$ for each item of the measure.
- Reviewers' reliability on the ERS and CLASS measures must be re-checked and certified every calendar year by ERSI and Teachstone.
- Portions of the LAC-QRIS that are evaluated through a documentation review are also required to undergo an initial training to gain familiarity with the data collection tools being used to gather the information. Thereafter, reviewers must establish inter-rater reliability with CICCQ's lead reviewer. Reliability on the documentation review is also checked every tenth review or at least once every three months and must be re-established at the beginning of the next contract period.

C2. Using the Implementation Guide, what are the local LAC-QRIS monitoring and rating frequency decisions (based on local goals and resources)? The Implementation Guide can be found at: <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp>.

We will monitor compliance licensing requirements initially when each child care program submits an application to participate and then bi-annually thereafter. This licensing review will take place in collaboration with our local CCLD offices. Ratings are valid for two years. We will observe and rate each participating child development program once every two years and will maintain a rating

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schedule that will be closely monitored by the OCC. All observations will include ERS and CLASS measures.

Additionally, all programs that are undergoing their first tier rating will complete a self-assessment rubric to self-report their rating for non-observational elements (e.g. Child Observation/Assessment, Developmental and Health Screening, Lead Teacher Qualifications, and Director Qualifications). These self-assessment results will be submitted to and processed by the OCC. To monitor the accuracy and validity of the programs' self-assessment reports, the OCC will validate a proportional sample of the documentation. If a consistent pattern of unvalidated information is found, then a complete review will take place.

Monitoring, which is defined in the Implementation Guide as the act of ensuring sites maintain their rated quality and compliance with program requirements, will be conducted by LACOE, OCC, and LAUP. OCC staff will complete licensing verification reviews every year to ensure participating programs meet the minimum licensing criteria as outlined in the LAC-QRIS matrix. Monitoring of teacher/child ratios and non-observational elements will be completed by LAUP's coaches during site visits. LACOE will provide administrative oversight of OCC and LAUP.

C3. What type of local data systems are used to: implement a local monitoring process; gather quality and scoring information; track supports and incentives; ensure participation by targeted California State Preschool programs (CSPP) and Family Child Care Home Education Networks (FCCHEN) providing CSPP services; and review progress in relation to the Consortium's local quality improvement targets.

The LAC-QRIS will implement a local data system called Efforts to Outcomes for data gathering, monitoring, tracking, and review of progress.

C4. How will data be used to implement continued efficiencies and improvements?

Each participating child care program will receive a quality rating report that will relay the results of their evaluation within six to eight weeks after a site visit. LAUP coaches and other relevant technical assistance providers will receive copies of these reports to plan quality improvement strategies. Program goals, quality improvement plans, and professional development activities will be used as a baseline measurement of progress.

We are proposing to partner with First 5 LA on the evaluation of this project. LAC-QRIS will use the data from this project to inform planning efforts throughout the county, as well as collective policy efforts at the local, state, and federal level.

D. Quality Improvement Process. *Please answer each question in the respective box below.*

D1. How do you use the QCF's Continuous Quality Improvement Pathways Common Tools and Resources? Go to <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp> to reference the Continuous Quality Improvement Pathways Common Tools and Resources.

The QCF's Pathways Common Tools and Resources have been and will be used in all LAC-QRIS

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quality improvement efforts both internally and externally. LAUP coaches hold a master's degree in early childhood education or a related field with 6-8 years of experience including classroom teaching. During their intense orientation, coaches receive trainings, information, and resources on the Common Tools and Resources of the QCF. Coaches are able to address specific questions or issues and determine goals with the provider that would be beneficial for the classroom or site. All efforts to improve quality are correlated in one way or another to the QCF and Pathways and all of the goals are captured in a database to track progress and completion. In addition to onsite TTA, tools and resources will be posted online to increase access and maximize outreach to providers. Monthly goals are analyzed for trends and the information is used to help identify training and technical assistance opportunities at local and regional levels.

D2. How does the Consortium actively increase the quality of the early learning programs and eliminate barriers to access for children with High Needs?

Data from the *Los Angeles Community Needs Assessment* has been analyzed, as well as data from OCC, LAUP, and LACOE to identify CSPP programs for inclusion in this effort, particularly those that have not previously participated in RTT-ELC efforts. Working closely with LACOE and its seventeen delegate agencies, the plan will coordinate outreach efforts to include all five Supervisorial districts in the county and target cities and zip codes where children with high needs make up the majority of the population. Once programs agree to participate, their assigned coach will work with them to increase program quality and to identify existing barriers. Administrators will be encouraged to include goals in their quality improvement plan that will address identified barriers.

Implementation will be supported through coaching, technical assistance and/or trainings. Targeted technical assistance will be provided by LAUP coaches, while regional training will be provided by LAUP, LACOE Head Start, CPIN Region 11, and Resource and Referrals (R&Rs). Training topics include cultural competency, second language acquisition, working with children with special needs and high-risk children, instructional strategies supporting foundations, and/or CLASS.

Coaches will work with teaching staff to assist them in choosing or continuing their implementation of a research-based curriculum that demonstrates support of English language learners and children with special needs. The California Preschool Learning Foundations and Curriculum Framework will act as supplemental resources to further enhance the activities and lessons teachers plan for the children in their classroom to ensure their specific needs are being met and supported.

LAC-QRIS will provide technical assistance and training to ensure that providers have open and non-discriminatory enrollment policies and make reasonable accommodations for children identified as eligible for special education and/or related services under IDEA. The use of incrementally aggregated data from ECERS, CLASS, and DRDP will help increase quality in programs and address barriers. Family Engagement and Leadership Support coaches will assist programs in addressing the needs of children and families.

D3. How does the Consortium offer training and technical assistance (T & TA) to program staff on

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developmental and behavioral screening using standardized, validated screening tools?

LAUP coaches receive training on developmental and behavioral screening such as the ASQ, ASQ-SE and DRDP during orientation and ongoing professional development. Coaches will provide individualized support to sites, classrooms, and teachers on developmental screenings and assessments including how to use the tools' data to inform teaching practices and initiate conversations with parents around potential concerns.

We will also utilize two staff who are certified trainers on DRDP from The WestEd Desired Results Training and Technical Assistance Project and ASQ and ASQ-SE from the WestEd Center for Prevention and Early Intervention (CPEI). Five of our coaching staff also received the ASQ and ASQ-SE training as well as one coach who is a certified DRDP trainer.

During on-site coaching, program staff will receive support to understand the value and importance of using developmental assessments to inform teaching practices, curriculum planning, parent engagement, and meeting the individual needs of children. Screening tools will be used by providers to assist parents in identifying concerns that may require referrals and follow-up services for children.

We will also make resources and materials available to providers to support them in managing and understanding the referral process. Staff will offer and facilitate trainings on topics such as "The Power of Observation" highlighting the value of observation in collecting data for developmental assessments or "Supporting Parents Through the Referral Process" in which teachers will receive much needed information and resources in working with parents when administering a developmental screening.

D4. What type of incentives and support mechanisms does the consortium utilize for high-quality program providers to serve children with high needs?

All providers will have access to LAUP coaching support from our cadre of highly trained early learning professionals, all of whom have teaching and/or administrative experience in an early learning program. Coaches will provide monthly on-site visits, for a minimum of 4 hours to all participating sites rated at Tiers 1-3 and depending on the number of CSPP funded classrooms at a site, on-site visits will increase in length to ensure all classrooms are supported in their quality improvement efforts. Each coach will carry a caseload of 12-15 sites with 24-30 classrooms. For providers at a Tier 4 or higher, programs have already exhibited an ability to sustain and maintain high quality programs. Therefore, on-site coaching visits will be conducted at a minimum of quarterly or as needed. Each provider will also develop a quality improvement plan (QIP) to either raise or maintain a high quality program as defined in Tiers 4 and 5 in the Quality Continuum Framework. Analysis of those QIPs will be conducted quarterly in order to identify trends and establish the need for additional or new supports for providers.

Providers will also have access to our Program Support Specialists who have expert experience in the areas of working with children with special needs, dual-language learners, developmental assessments, and developmental screening.

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LAUP has established an expansive menu of trainings which will be made available to providers. Topics include overviews on the ERS, CLASS, ASQ, DRDP, Protective Factors, and Parent Engagement. We will continue to grow the menu as additional training needs are identified when analyzing data, goal trends, and element ratings as more providers are recruited for this project.

We have the advantage of being able to analyze data from the RTT-ELC CSPP providers already rated using the Quality Continuum Framework. The three lowest scored elements identified are Developmental and Health Screenings, Teacher Qualifications, and ERS. With this valuable information, we can prepare our coaching staff to address the use of developmental and health screenings and environmental quality during their monthly on-site visits and encourage providers to develop goals in these areas for their quality improvement plans. We will partner with LACOE's Head Start program that employs licensed experts in health, mental health, and disability services. By partnering with Head Start, the consortium will be positioned to develop learning communities that continue to build our staff knowledge base.

The Child Care Alliance Resource and Referral (R&R) will assist us in this initiative by providing all training and technical assistance for the FCCHEN. We anticipate starting with 48 FCCHEN and increasing to 89 in a four-year period.

As data is collected for the new CSPP programs recruited specifically for this block grant, we will continue to conduct analyses to determine trends to inform coaching, as well as training opportunities. Other more tangible incentives may include the purchasing of ASQ kits for participating sites with coordinating trainings and technical assistance from coaches or classroom materials such as books to improve ECERS scores.

Again, our Tier 4 and 5 providers have demonstrated the ability to operate quality programs. Nonetheless, Stage 3 of our design model includes professional development and quality improvement incentives that allow the providers to target needed improvement and to utilize financial incentives to sustain their quality. We have allocated in this first 8 month period financial incentives in excess of \$1.5 million.

D5. How does the consortium include local efforts that support healthy development, such as health and safety practices, active physical play, and adult-child relationships, which support social-emotional development?

Healthy development, in the form of health and safety practices and physical activities, are embedded in the ECERS tool and will become a focus of coaching visits and trainings. We will offer a series of trainings on the importance of physical activity, nutrition, and brain development to further develop providers' skills and knowledge. Providers will have access to resources and coaching development which help in integrating healthier snack/meals and increasing the amount of physical activity offered to children both at school and at home.

We will seek additional funding through the Department of Public Health's Choose Health LA Kids initiative, which addresses childhood obesity for children 0-5 in the form of parent education workshops, food demonstrations, and grocery store tours. We are also issuing facility improvement awards (\$1.6 million) for approximately 110 providers to improve the quality of

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outdoor spaces in terms of safety issues and developmentally appropriate environments.

The importance of positive adult-child relationships is a focus of the Classroom Assessment Scoring System (CLASS) and coaching and technical assistance will address the best practices identified within the tool's dimensions. One staff is an affiliate trainer on Pre-K CLASS. Having this level of internal expertise to conduct formal trainings for providers and coaches is invaluable when thinking about teacher-child interactions and social-emotional development. We will also be able to use this expertise when developing resources for the providers.

The Center on the Social and Emotional Foundations for Early Learning (CSEFEL) Learning Pyramid or the ASQ-SE will be used during coaching visits to help support providers with developmentally appropriate strategies in supporting a child's social-emotional development. Examples of strategies coaches use to support teachers includes the following: providing specific feedback when children behave well, encouraging teachers to facilitate positive peer interactions, clearly stating behavioral expectations, and encouraging a proactive approach when problems arise. LAUP also employs a staff member with extensive mental health experience and we expect to utilize her expertise and leverage resources by developing trainings for coaches and providers.

The LAC-QRIS Consortium strongly believes that parents are their children's first teachers. Partners will implement strategies to educate and support parents and families in their child's development. LAC-QRIS will use the Strengthening Families Framework and Protective Factors in working with providers and will explore the use of Abriendo Puertas/Opening Doors, a parent education curriculum, in the LAC-QRIS quality improvement activities.

As the largest Head Start grantee in the county, LACOE brings over 30 years of experience of providing health services to the children and families of Los Angeles County. Providers will have access to the trainings offered by LACOE to be better equipped to address health and safety practices and support the overall healthy development of children being served in CSPP classrooms.

E. Convening and Strengthening Partnerships

E1. As the lead agency, how are you ensuring that all consortium members engage in the local LACQRIS work? Describe the decision making process within the consortium. If you have a visual/flow chart which describes your decision making process, you may choose to include it.

The oversight and implementation of this project will be housed in the Head Start-State Preschool Division, which is the leading division for early education services for the LACOE. LACOE's structure is built on *Four Pillars of Responsibility*: planning, resource development and collaboration, ongoing monitoring/ accountability, and training and technical assistance (T/TA). The organizational structure and functional characteristics support a strong birth-to-five workforce that creates total integration of services and promotes children's progress and preparation for school.

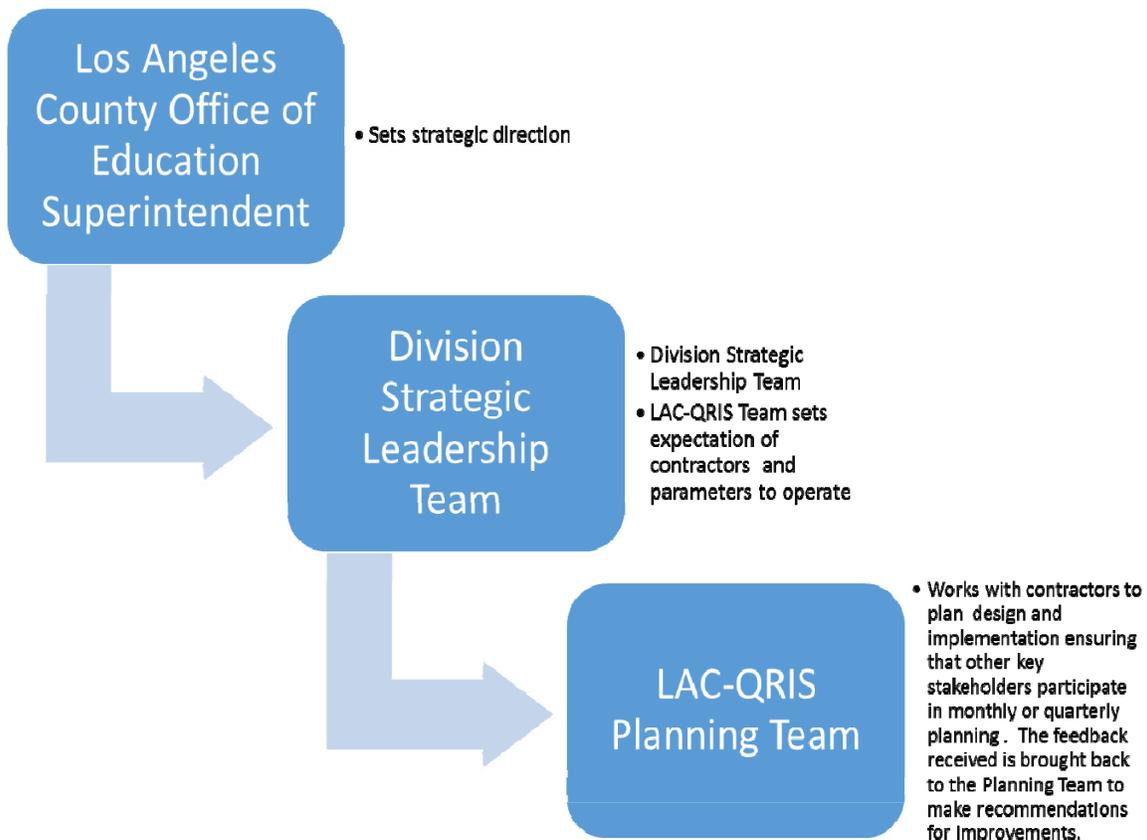
LACOE, as the lead agency (contractor with CDE), will ensure that the OCC and LAUP will be

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complete participants in the planning, designing, implementation, and evaluation of the LAC-QRIS system.

LAC-QRIS will use a collaborative and participatory decision-making approach. The LACOE Strategic Leadership Team makes decisions about all programs and projects within the Division. The LAC-QRIS Planning Team, which will include the Project Managers from LACOE, LAUP, and OCC, will meet monthly to make key decisions regarding outreach, implementation, and evaluation. Ultimately, LACOE is the fiscal and contract administering agent and will be the final decision maker to ensure that all responsibilities of the contract are of the highest quality and that stakeholders are accountable to the public and to the funding source (CDE).

For the first eight months of this project, stakeholders will meet at least monthly to develop and design operational systems that ensure complete cohesiveness of service delivery and clear communication across organizations. Subsequent to the first year of operations, the stakeholder group will continue to meet quarterly. Bi-annually, we will engage representatives from providers, policy makers, funders, and community partners to provide updates and share lessons learned from the first phase of start-up/implementation. This will allow LACOE to build a continuous improvement process that strengthens the overall implementation of LAC-QRIS.



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E2. How will the consortium bring together other organizations in their region with the same goal of improving the quality of early learning, including but not limited to: Early Education and Support Division (EESD) programs, including migrant child care programs, alternative payment programs; Early Head Start and Head Start; tribal child care; county Health and Human Services programs including Women, Infants, and Children (WIC); California Home Visiting Program (CHVP) and local home visiting programs; and non-profit agencies and other organizations providing services for children from birth to age five?

The LAC-QRIS efforts will be implemented through a partnership involving LACOE, OCC, and LAUP. Each of the partner organizations has projects underway and established networks related to those projects including RTT-ELC and/or state preschool. In order to build on existing networks, avoid duplication, and incorporate stakeholders input into quality improvement strategies, LAC-QRIS provides regular updates and seeks input from key stakeholders at various countywide meetings. In general, the purpose of the meetings will be to disseminate LAC-QRIS information and resources to support networking among participants, update stakeholders, gather input on policy issues, and enlist others to promote and/or sustain LAC-QRIS services.

E3. As the lead agency, how are you encouraging networking at the local level to create coherence and alignment in planning and implementation efforts across communities with support and technical assistance from the CDE, participating state agencies, and other state partners?

LACOE will convene the already established LAUP and OCC RTT-ELC Advisory committee. The LAC-QRIS consortium will meet quarterly with representatives from participating sites and key stakeholders such as Resource and Referral agencies, Community Care Licensing, and parent advocates. The LAC-QRIS consortium will provide guidance and expertise and assist with raising public awareness about the LAC-QRIS rating system and its benefits.

Building one system that expands on existing networks will avoid duplication. Convening key stakeholders such as the Los Angeles County Early Care and Education Workforce Consortium, County of Los Angeles Policy Roundtable for Child Care and Development, Local Child Care Planning Committee, Resource and Referrals, Higher Education, and First 5 LA will offer the insight of key stakeholders in the county. Other agencies serving children birth to five, such as local County Departments such as Department of Child and Family Services and Department of Mental Health will also be engaged.

Networking for participating providers is also a key component of the LAC-QRIS plan. First, coaching assignments are based on geographical service areas to create cohorts of learners and easily encourage mentoring amongst sites and teaching staff. Second, LAC-QRIS will coordinate professional learning communities to encourage peer-to-peer support and learning. The LAC-QRIS consortium believes that support will be especially critical in supporting FCCHENs who in the past may have had less access to LAC-QRIS type services and resources. QCF and the Common Tools and Resources will act as a guide when developing the content for these learning communities while support and technical assistance from CDE and other partners are implemented to support quality improvement efforts.

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E4. How is the consortium developing strong partnerships with local school districts that focus on aligning developmentally appropriate practices, creating and building a birth to age eight continuum that supports healthy transitions, aligns professional development, promotes family engagement, and includes local Transitional Kindergarten (TK) and traditional Kindergarten School Readiness programs in the quality efforts?

LACOE, as the local education agency for the county, has responsibility for all 80 school districts within the county. This positions us to effectively communicate and bridge gaps in the birth-to-five early education system. For example, LACOE's Early Childhood Education Professional Learning Communities is being funded by LAUP's LA County ECE Workforce Consortium to develop a program in which Transitional Kindergarten teachers and their principals will be working closely with the early childhood program on their campus to incorporate early childhood concepts and theories into their transitional kindergarten classrooms. Participants receive trainings and have access to professional learning communities in which early childhood educators build capacity and knowledge relevant to early childhood development.

F. Monitoring and Evaluating the Impacts on Child Outcomes

F1. Describe your process for monitoring and evaluating the impact of your quality improvement efforts on child outcomes.

Effective implementation of management systems and program services will be monitored through a three-tiered, integrated system that relies on providers having established procedures to review implementation of requirements, standard methods to implement those requirements, and procedures to correct identified problems. LAC-QRIS will have written plans modeled after Head Start protocols to support providers in monitoring program services. Requirements will describe minimum expectations for providers to ensure contractual compliance. The three-tiered monitoring model is described below:

Tier I Self-Monitoring – OCC and LAUP will develop systems to ensure consistent application of the operating procedures and processes approved by LACOE. OCC and LAUP will develop tracking processes and reviews to ensure they comply with LACOE's contract requirements. The LAC-QRIS data management system will be used to track and monitor services, as well as create reports.

Tier II LAC-QRIS Monitoring - LACOE will conduct regular monitoring of OCC and LAUP's implementation of the approved procedures and processes. This includes the review of LAC-QRIS data to determine if services have been provided timely to providers and that documentation of financial incentive aligns with cost reports and financial statements.

Tier III Internal Monitoring – LACOE monitors its own implementation of the contract guidelines. This monitoring helps to determine the effectiveness of our internal management systems, and the degree to which we are holding ourselves and our providers accountable for quality, comprehensive services.

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Annually, LAC-QRIS will use quantitative and qualitative data to monitor and evaluate the impact on child outcomes. The first few months of this contract period will be used to develop a robust and achievable evaluation methodology that allows the LAC-QRIS to measure and evaluate child outcomes, impact from the tier rating, and program improvement efforts.

LAC-QRIS' monitoring and evaluation strategy will include lessons learned and best practices identified by CDE's RTT, First 5 LA's Best Start LA, and LACOE Head Start. Key components of the evaluation may include pre/post CLASS data, given its correlation to child outcomes as a proxy process measure, as well as program self-assessment, staff survey data which may include qualitative data from teachers, supervisors, and families on the benefits and challenges of the LAC-QRIS.

F2. Describe the extent to which you use kindergarten entry data to demonstrate the effectiveness of your quality improvement efforts on affecting positive child outcomes. (e.g. Are more of the children who were enrolled in your Tier 4 and Tier 5 rated sites scoring higher on their kindergarten readiness assessments than their counterparts enrolled in Tiers 1, 2 and 3?)

LAC-QRIS is proposing to partner with First 5 Los Angeles and their Best Start communities to sample and track a group of providers and the children served. The proposal includes collecting and analyzing the data to determine the degree to which there are kindergarten readiness outcomes as a result of quality efforts.

G. Disseminating Information to Parents and the Public about Program Quality

G1. Describe the consortium's campaign to inform the public about its local LACQRIS.

The LAC-QRIS partners will create and implement comprehensive outreach strategies to inform providers, families, and the public about local LAC-QRIS programs, services, and outcomes. The outreach will include the following:

- Disseminating bilingual (English/Spanish) materials and information on LAC-QRIS programs, services and outcomes (use other languages as needed).
- Conducting presentations at key conferences, events and meetings to share LAC-QRIS activities and reports.
- Encouraging partners to maintain a link to the LAC-QRIS website.
- Using social media such as Facebook and Twitter to share LAC-QRIS information and updates.
- Meeting quarterly with LAC-QRIS partners to discuss the communication and outreach plan.

Going forward, LAC-QRIS will explore a social media application in numerous languages to share

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information and outcomes.

G2. How will the Consortium work together with the local resource and referral agency(ies) to increase family and public awareness of the characteristics of early learning program quality that promote better outcomes for children?

LAC-QRIS realizes that the R&Rs are key to the success of this project. We are therefore, partnering with the Child Care Alliance to provide QI training and technical assistance to the FCCHEN included in this partnership.

We will continue to build on this relationship by including the R&Rs in our outreach efforts. Together we will create a messaging strategy to inform and educate families and the public on: 1) The importance of increasing quality in the county's early education programs, 2) The characteristics of high quality early learning programs, and 3) What high quality early learning means for local families and their children. Key strategies in our messaging will include:

- Information and ratings on referrals on their websites.
- Leverage advertising relationships with media outlets (TV, radio and print) to garner in-kind time and space to air and publish PSAs.
- Increase communication with local community-based organizations, friends and supporters, and media to share stories on participant and provider accomplishments.
- Use social media to educate and inform on the components of quality early learning programs
- Purchase and/or post select banners and/or ads on parenting web sites and appropriate Facebook sites.

G3. How has the Consortium engaged the local Resource and Referral (R&R) agency(ies) in making quality rating data available to parents inquiring about childcare?

The local Resource and Referral (R&R) is a key stakeholder on the LAC-QRIS. The R&R and all LAC-QRIS partners will use their websites and any hotlines, if available, to share quality rating data with parents inquiring about local childcare options.

OCC and LAUP have worked collaboratively with the child care resource and referral agencies serving Los Angeles County since 2007 when the locally developed Steps to Excellence Program (STEP) was launched. In 2011, as members of the Early Childhood Workforce Consortium, Child Care Alliance of Los Angeles (CCALA) began providing coaching services to STEP participants. In 2012, OCC began contracting directly with CCALA for coaching services to Race to the Top participants.

Per established policies, the Time 2 LAC-QRIS rating for RTT-ELC programs will be made public. These ratings will begin Spring of 2015. STEP programs are being transitioned into RTT and have not yet completed a Time 2 RTT rating. The Time 1 ratings were intended to be used to inform programs of their strengths and areas where improvements were needed. Under the CPSS LAC-QRIS Block Grant, rating data will be provided electronically to the resource and referral agencies on a quarterly basis.

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It has been our understanding that the resource and referral agencies were awaiting guidance from CDE on how to make this information available to parents.

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III. CSPP Participation Data Tables

III. A. Increasing the number and percentage of California State Preschool Program (CSPP) sites participating in the Consortium's Tiered Quality Rating and Improvement System (LACQRIS). Please enter baseline (number current participating) and annual target number of sites that include CSPP classrooms.

Sites that include California State Preschool Program Classrooms in the Consortium	Total Number of CSPP Sites in the County or Region	Baseline and Annual Targets -- Number and percentage of CSPP sites in the Tiered LACQRIS									
		Baseline (Today)		Target- end of fiscal year 2014-15		Target -end of fiscal year 2015-16		Target- end of fiscal year 2016-17		Target- end of calendar year 2017-18	
		#	%	#	%	#	%	#	%	#	%
California State Preschool Program (CSPP) Sites	320	118	31%	224	47%	256	47%	285	47%	320	47%
Homes in Family Child Care Home Education Networks	89	57	15%	62	13%	71	13%	80	13%	89	13%
Braided Classroom Sites:											
CSPP and Head Start Sites	65	44	11%	48	10%	54	10%	61	10%	65	10%
CSPP and State or Local First 5	24	24	6%	17	4%	22	4%	24	4%	24	4%
CSPP and Programs funded by IDEA, Part B	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and Title I Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and General Child Care (CCTR)	173	132	34%	119	25%	132	24%	153	25%	173	25%
CSPP and State-funded Migrant Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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CSPP and Tribal Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and Other Local Funding	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and a combination of any two above funding sources (specify)	9	9	2%	9	2%	9	2%	9	1%	9	1%
Total	680	384	100%	476	100%	544	100%	612	100%	680	100%

¹ Source: Los Angeles County **Annual Needs Assessment Survey**, May 2014

² Source: CDE 801A Data Report, 2014

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III. B. Increasing the number of California State Preschool Program (CSPP) Sites in the top Tiers of the Consortium's Tiered Quality Rating and Improvement System.					
<i>Please enter baseline and annual target numbers for the total number of sites and for the number of sites in each Tier, based on the number of Tiers in the Consortium's Quality Rating and Improvement System (LACQRIS).</i>					
	Baseline (Today)	Target- end of fiscal year 2014-15	Target- end of fiscal year 2015-16	Target- end of fiscal year 2016-17	Target- end of fiscal year 2017-18
Total number of CSPP sites* in the Consortium Service Area (i.e., County or region)	384	476	544	612	680
# of programs in Tier 1 (lowest)	30	122	68	68	68
# of programs in Tier 2	123	123	138	122	89
# of programs in Tier 3	122	122	208	259	251
# of programs in Tier 4	107	107	128	149	204
Number of programs in Tier 5 (highest)	2	2	2	14	68

** Include Licensed Family Child Care Homes in Family Child Care Home Education Networks*

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III. C. Increasing the number and percentage of California State Preschool Program (CSPP) children who are enrolled in CSPP sites that are in the top Tiers of the Consortium's Tiered Quality Rating and Improvement System (LACQRIS). Please enter baseline and annual target numbers of sites that include CSPP Classrooms.											
Sites that include California State Preschool Program Classrooms in the Consortium	Total Number of CSPP Children served in the Target Service Population (County or Region)	<i>Baseline and Annual Targets -- Number and percent of Children served at CSPP Sites that are in the top Tiers of the Tiered LACQRIS.</i>									
		Baseline (Today)		Target-end of fiscal year 2014-15		Target - end of fiscal year 2015-16		Target-end of fiscal year 2016-17		Target-end of calendar year 2017-18	
		#	%	#	%	#	%	#	%	#	%
California State Preschool Program (CSPP) Sites	18,213	8,248	45%	12,812	55%	13,864	55%	15,562	56%	18,213	54%
Family Child Care Home Education Networks	155	100	1%	115	0%	127	1%	138	0.5%	155	0.5%
Braided Classroom Sites:											
CSPP and Head Start	1,381	690	4%	785	3%	981	4%	1,056	4%	1,381	4%
CSPP and State or Local First 5	986	493	3%	547	2%	747	3%	802	3%	986	3%
CSPP and programs funded by IDEA, Part B	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and Title I Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and General Child Care (CCTR) Sites	12,968	8,624	47%	8,907	38%	9,295	37%	10,360	37%	12,968	38%
CSPP and State-funded Migrant Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and Tribal Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and Other Local Funding	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and a combination of any two above funding	80	80	0.4%	80	0.3%	80	0.3%	80	0.3%	80	0.2%

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III. C. Increasing the number and percentage of California State Preschool Program (CSPP) children who are enrolled in CSPP sites that are in the top Tiers of the Consortium's Tiered Quality Rating and Improvement System (LACQRIS). Please enter baseline and annual target numbers of sites that include CSPP Classrooms.											
Sites that include California State Preschool Program Classrooms in the Consortium	Total Number of CSPP Children served in the Target Service Population (County or Region)	<i>Baseline and Annual Targets -- Number and percent of Children served at CSPP Sites that are in the top Tiers of the Tiered LACQRIS.</i>									
		Baseline (Today)		Target-end of fiscal year 2014-15		Target - end of fiscal year 2015-16		Target-end of fiscal year 2016-17		Target-end of calendar year 2017-18	
		#	%	#	%	#	%	#	%	#	%
sources (specify)											
Total	33,783	18,235	100%	23,246	100%	25,094	100%	27,998	100%	33,783	100%

¹ Source: Los Angeles County Annual Needs Assessment Survey, May 2014

² Source: CDE 801A Data Report, 2014

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IV. Local LACQRIS Block Grants for CSPP sites rating at Tiers 4 and 5

A. Tier 4 Block Grants: What will be your block grant amount for CSPP at Tier 4? Is that amount given per site or per classroom or other factors? What will be your block grant amount for FCCHs in FCCHENs? Is the amount based on whether the FCCH is licensed as small or large or on the number of preschoolers or other factors?

Tier 4 Block Grant Description: \$6,000 per classroom for center-based providers and \$5,100 for FCCHEN used for the purposes of maintaining quality. Providers may use these funds in the following approved categories described below:

1. Staffing: Compensation, Benefits, Paid preparation and planning time, Workshop/conference fees, and Monthly staff meeting materials
2. Program Needs: Classroom/Instructional materials, Curriculum materials, Developmental screenings or assessments materials, and Teacher resource books (ex. CLASS manual)
3. Family Engagement: Parent involvement activities, Facilitation of children's transition to kindergarten, and Coordination of social services for children and families.

B. Tier 5 Block Grants: What will your block grant amount for CSPP at Tier 5? Are the amounts for Tier 5 the same as Tier 4 or different. If different, is that amount given per site or per classroom or another factor? What will be your block grant amount for FCCHs in FCCHENs? Is the amount based on whether the FCCH is licensed as small or large or on the number of preschoolers?

Tier 5 Block Grant Description: \$8000 per classroom at center-based providers and \$6500 for FCCHEN. Grants are higher for this group since maintaining a higher rating has higher costs associated

Used for the purposes of maintaining quality, providers may use these funds in the following approved expenditure areas:

1. Staffing: Compensation, Benefits, Paid preparation and planning time, Workshop/conference fees, and Monthly staff meeting materials
2. Program Needs: Classroom/Instructional materials, Curriculum materials, Developmental screenings or assessments materials, and Teacher resource books (ex. CLASS manual)
3. Family Engagement: Parent involvement activities, Facilitation of children's transition to kindergarten, and Coordination of social services for children and families.

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V. Quality Improvement Process for CSPPs not yet at Tier 4

A. Engagement. Describe your process of engaging CSPPs and FCCHENs in your LACQRIS.

As a regional education agency, LACOE services the entire county of Los Angeles allowing the consortia to engage both CSPP and FCCHEN providers from all five supervisorial districts and not be limited by physical boundaries. LACOE also has a service infrastructure which allows for this project to move to scale quickly and deliver consistent services throughout the County.

The LAC-QRIS proposes to serve 70% of the eligible 680 California State Preschool Program (CSPP) providers throughout the County in the initial implementation with a gradual increase in services over a four year period to include 100% of the providers. LAC-QRIS will utilize a three stage approach to implement the project:

Stage 1 – Pre-assessment includes providers who have never received an initial rating. The OCC will conduct an initial assessment and rating of the selected providers. This stage will meet the intent of the funding requirement whereby no more than 20% of funds will be utilized for assessment and rating.

Stage 2 – Quality Improvement and Capacity Building includes providers who have received a tier rating of 1, 2 or 3 and require assistance to reach a rating of 4 or 5. The stage is implemented by LAUP and will include training, materials, and coaching and mentoring to assist the provider in closing the gaps and strengthening the program implementation to gain a higher rating. Providers in this stage will receive a secondary assessment and rating after two years of capacity building support.

Additionally, providers in this stage that received the initial rating and some capacity building support from RTT-ELC QRIS will only receive coaching through this grant. Coaching support is not provided through existing RTT-ELC QRIS funds, therefore this project will not supplant dollars.

Stage 3 – Sustainability includes providers that have received a Tier rating of 4 or 5. These providers will receive financial incentives to assist them in maintaining the 4 or 5 rating. Stages 2 and 3 will meet the funding requirement of at least 80% of funds to be allocated to quality improvement.

Within the first eight (8) months of the project, 70% of the providers (476) will be included. There will be an annual increase of 68 new providers and at least 20% of the providers in Stage 2 will move into Stage 3 (Sustainability) annually. It is our intent that no provider in Stage 2 will remain in this stage more than two years.

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B. Improvement. Describe your process of improving the quality of CSPPs and FCCHENs that are not yet at Tier 4.

In our model, each participating program will be assigned a Quality Improvement coach who is an experienced early childhood professional responsible for supporting CSPP programs and staff in their development and implementation of a continuous quality improvement plan in order to reach at least a Tier 4 rating. LAUP coaches will use a strengths-based coaching model, also referred to as Practice-Based Coaching at LACOE, to support teachers as they implement effective practices that lead to positive outcomes for children. The primary role of a coach is to guide providers and teachers in recognizing strengths and areas of potential growth and improvement within their programs and/or classrooms. Coaches will accomplish this through modeling during site visits, asking reflective questions which lead staff to problem solve challenges and reflect on their behaviors while using the results of assessments to build knowledge and capacity around best and developmentally appropriate practices.

Using what works in our region, LAC-QRIS will be working closely with program administrators on understanding their role in the quality improvement process as also seen in LACOE's Achieving Comprehensive Excellence (ACE) initiative. Coaching of this group of professionals may focus on developing instructional leadership skills, how to analyze and use data to support staff development and teaching practices in areas such as CLASS to support positive child outcomes. Ten Leadership Support coaches will work directly with program leadership on developing quality improvement plans and develop these skills and practices which will directly impact overall quality of programs and ensure high quality ratings of Tiers 4 of 5 are reached and sustained.

LAUP has established an expansive menu of trainings which will be made available to block grant participants. Topics include ERS, CLASS, ASQ, DRDP, Protective Factors, and Parent Engagement. We will continue to grow the menu as additional training needs are identified by the data.

Building on what works, LAC-QRIS partners have the advantage of being able to analyze data from the RTT-ELC CSPP providers already rated using the Quality Continuum Framework. Recent reports indicate that the three lowest scored elements are Developmental and Health Screenings, Teacher Qualifications, and ERS. With this valuable information, we can prepare our coaching staff to address the use of developmental and health screenings and environmental quality during their monthly on-site visits and encourage providers to develop goals in these areas for their quality improvement plans. We will also schedule training opportunities focused on these areas. As data is collected for the new CSPP programs recruited specifically for this block grant, we will continue to conduct data analysis to determine trends to inform coaching as well as training opportunities.

We have found that programmatic empowerment results from coaches and providers establishing a relationship based on respect, authentic leadership, ownership, and

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professionalism. Strengths will be acknowledged and enhanced which in turn motivate change and progress along the Quality Continuum Framework. Program staff will have ongoing opportunities to learn from and assist one another in addressing challenges and increase knowledge and skills to better serve their classrooms and/or programs. Programs will be visited at least once a month and written documentation of each visit (goals, progress, action items, etc.) will be left with the site and stored in our database for tracking, reporting, and evaluation.

Educators will also have access to resources, materials, and trainings through their coaches and local resources such as the R&Rs. We will also develop a professional development training calendar which will build off of the strengths of our CSPP programs, link to the Common Tools and Resources of the QCF and content will build upon prior knowledge and skills to further develop our teaching professionals. Working with the administrators of the CSPP programs, we hope to utilize the power of communities of learning to create a sustainable change to program quality at the highest levels.

Programs will also have access to Family Engagement coaches who will work closely with administrators and teachers on improving their family engagement activities and supports, using the Strengthening Families Framework as the foundation for our supports. We will also take time to determine if other parent engagement curriculum such as Abriendo Puertas could further enhance program quality.

Finally, we will improve the level of qualifications of our lead teachers by working closely with stipend programs such as AB212 and CARES Plus. Additionally, LAC-QRIS will work closely with the Los Angeles County Early Care & Education (ECE) Consortium to provide and improve training and professional development for the current and potential ECE workforce in response to the growing need to provide quality ECE experiences to children from all socio-economic backgrounds. Additional formal and informal cohort models are also being used across the Consortium projects for various purposes to assist the ECE professionals in accessing professional growth and development opportunities and obtaining degrees. This year, the Consortium also includes funding earmarked to provide contracted coursework and computer training. Participants in all of the Consortium programs are given priority to access these additional services, in an effort to partially fill the gaps of 1) limited access to unit-bearing courses and 2) limited computer and technology skills of those in the early education field. LAC-QRIS will continue to leverage these resources as long as they are available.

VI. Assessment and Access Projects

A. Assessment Projects. Describe the use of these funds to conduct initial and on-going regular assessments of all CSPPs and FCCHENs in your LACQRIS service area.

Assessments will be conducted every two years. This Consortium intends to reach 70 percent of CSPPs in Los Angeles County during the first year. Currently, 384 CPSS are

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enrolled in RTT-ELC. An additional 92 CSPPs will be recruited during Year 1 and 68 programs each year thereafter. Given this schedule, all 680 CSPPs in the County will be participating in the LAC-QRIS Block Grant within four years. CSPPs enrolled in RTT-ELC who earn ratings of four or five will be eligible to receive a LACQRIS Block Grant. Based on LAC-QRIS' partner experiences of operating RTT-ELC, staff is confident that the substantial commitment to coaching, program incentives and LAC-QRIS Block Grants will facilitate and sustain the participation of CSPPs.

B. Access Projects. Describe use of these funds to provide access to high quality early learning programs.

LAC-QRIS is designed to work with programs where they are and to provide clear direction on how to enhance the quality of their services. The LAC-QRIS Consortium has experience implementing the RTT-ELC Quality Continuum Framework and supporting quality improvements. By extending the reach of LAC-QRIS to all 680 CSPPs in Los Angeles County, and institutionalizing LAC-QRIS overtime, the number of high quality CSPPs is anticipated to increase substantially. As a result, families in Los Angeles County will have access to an increasing number of high quality programs.

VII. Budget Narrative.

The LAC-QRIS proposes to serve 70% of the eligible California State Preschool Program providers throughout the County in the initial implementation with a gradual increase in services over a four year period to include 100% of the providers. The budget narrative reflects the total available funding of \$16,646,606 published by CDE through December 2015 and demonstrates how LACOE as the grantee will contract with the existing RTT-QRIS consortium members (LAUP and OCC) to implement a countywide QRIS system. The budget design includes 8 months of operating expenses through December 2015 as required in the RFA with an expectation that LACOE will request 12 months of funding in April 2015 for the next funding period.

Section *VIIB Quality Improvement Activities* of the budget narrative includes expenses for LACOE as the administrative oversight and LAUP as the direct contractor for State 2 and 3 QI. Section *VIIC Assessment and Access Projects* include expenses for LACOE as the administrative oversight and Office of Child Care as the direct contractor for Stage 1 (Assessment and Rating).

For the initial eight month period, LACOE calculated 8% of the total funding for administrative oversight, indirect and start up. This totals \$1,340,265 (\$99,996 indirect, \$758,679 QI and \$481,590 Access/Rating). LAUP as the QI contractor will be awarded \$14,018,249 which exceeds the RFA requirement that at least 80% of funding must be directed toward quality improvements and sustainability. OCC as the Assessment contractor will be awarded \$1,288,092 which is 7.7% of the budget and aligns with the RFA.

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VII.A. LAC-QRIS Block Grant: <i>As described in Section IV.</i>					
Tier	Type	Factor	Number	Grant Amount	Total
4	CSPP	Site			
		Classroom	247	\$6,000	\$1,482,000
		Other			
	FCCH in FCCHEN	Small			
		Large			
		Preschooler			
5	CSPP	Site			
		Classroom	8	\$8,000	\$64,000
		Other			
	FCCH in FCCHEN	Small			
		Large			
		Preschooler			
TOTAL LAC-QRIS BLOCK GRANT					\$1,546,000

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The following information, at a minimum, must be included for each budget category of your Budget Narrative for VII. B & VII.C.

VII.B. Quality Improvement Activities. *As described in section V.*

1) Personnel - \$4,646,676

Personnel: LACOE Administrative - \$251,197					
Position	Description	% FTE	Base Salary	% of year	Total
LACOE Executive Director	The Program Director is responsible for the overall direction of the project.	4%	154,428	66.67%	\$4,118
LACOE Training and Technical Assistance Program Manager	The T&TA Program Manager will be responsible for the day-to-day oversight of the contractors, program planning, design, and implementation and monitoring. The manager will help to coordinate the development of existing networks, avoiding duplication of process and incorporating stakeholders input into quality improvement strategies (Item E2 of RFA); implement Tier II and III Monitoring' design and provide technical assistance as needed to contractors to ensure compliance with contract oversee the day-to-day activities of the Education Consultant as they implement 'Tier II and III Monitoring' activities of the Office of	80%	\$117,612	66.67%	\$62,726

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Personnel: LACOE Administrative - \$251,197					
Position	Description	% FTE	Base Salary	% of year	Total
	Child Care (OCC) and Los Angeles Universal Preschool (LAUP) to ensure progress, monitoring and evaluation of Child Outcomes (Item F1 of RFA), and prepare the monthly, quarterly and annual reporting to accomplishments.				
LACOE Education Monitor	<p>This position requires a candidate that is highly qualified with at least a Bachelor's degree and is CLASS reliable.</p> <p>The manager will help to coordinate the development of existing networks, avoiding duplication of process and incorporating stakeholder input into quality improvement strategies (Item E2 of RFA); implement Tier II and III Monitoring' design and provide technical assistance as needed to contractors to ensure compliance with contract; implement 'Tier II and III Monitoring' activities of the Office of Child Care (OCC) and Los Angeles Universal Preschool (LAUP) to ensure progress, monitoring and evaluation of Child Outcomes (Item F1 of RFA); prepare the monthly, quarterly and annual reporting to accomplishments.</p>	80%	\$107,988	66.67%	\$57,594
LACOE Fiscal Liaison	The Fiscal Liaison assigned to this grant will monitor within the 'Tier II and III Monitoring' framework for the	80%	\$107,988	67.67%	\$57,594

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Personnel: LACOE Administrative - \$251,197					
Position	Description	% FTE	Base Salary	% of year	Total
	<p>following:</p> <ol style="list-style-type: none"> 1. Contract compliance 2. Fiscal compliance for procurement procedures <p>In addition, the Fiscal Liaison will coordinate, research and resolve any issues related to Contract Administration between LACOE and the contractor (OCC and LAUP) and assist the contractor to ensure that available funds are maximized timely, ensure that questions and concerns related to fiscal matters are promptly addressed and that appropriate fiscal procedures are followed.</p>				
LACOE Senior Accountant	The Senior Accountant will be an employee of the LACOE Controller's office and will ensure the timely and proper accounting and records necessary for the disbursement of funds to OCC and LAUP.	80%	\$78,648	66.67%	\$41,946
LACOE Secretary	This position is responsible for providing secretarial and administrative support to the T&TA Manager, Education Consultant and Fiscal Liaison assigned to the grant and subsequent contract administration. Such duties include the coordination of meetings, trainings, and preparation of informational packets and other training materials.	80%	\$51,036	66.67%	\$27,219

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Personnel: LACOE Administrative - \$251,197					
Position	Description	% FTE	Base Salary	% of year	Total
Total					\$251,197

Personnel: LAUP - \$4,395,479					
Position	Description	% FTE	Base Salary	% of year	Total
LAUP Sr. Vice President of Programs	Provides leadership in all aspects of preschool quality and management of the QRIS recipients in the network. Oversees QRIS Director and the coaching model to build the local QRIS efforts and raise the quality of CSPP. Closely collaborates with LACOE and OCC to confirm all grant requirements are fulfilled.	25%	\$182,000	83.33	\$37,917
LAUP Director	The Director will oversee the entire QRIS Program and will directly supervise the QRIS Block Grant Supervisors. It will be the responsibility of the Director to monitor the progress of the program to increase the quality of CSPP and maintain high QRIS ratings within the network.	100%	\$111,000	83.33	\$92,500
LAUP QRIS Supervisor	Five Supervisors will provide leadership, coordination and coaching to QRIS Block Grant personnel as it relates to supporting local early learning and increasing enrollment of low-income	500%	\$73,000	66.67	\$243,333

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	children in high quality state preschools. By providing direction, support and direct supervision of the coaches, the Supervisor ensures high levels of performance and consistent achievement of project outcomes of CSPP providers reaching a Tier 4 or above.				
LAUP - QRIS Block Grant Coordinator	Under general supervision of the all Supervisors and the Director, the 2 Coordinators support Block Grant personnel with overall administrative duties. Manages network events, trainings, meetings, special projects and data entry.	200%	\$48,000	66.67	\$64,000

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<p>LAUP Program Leadership Coach (PLC)</p>	<p>Ten PLCs will coordinate all the daily efforts to directly support grant recipients. The coaches will work with site personnel of CSPP programs to help track and coordinate data entry activities, collect and summarize reports of project activities along with assisting in the development of professional advancement opportunities for the coaching team. The coaches are responsible for helping administrators understand how improvements to program practices and policies influence the overall quality of programs and can assist with achieving Tier 4 or Tier 5 rating.</p>	<p>1000%</p>	<p>\$69,000</p>	<p>58.33</p>	<p>\$402,500</p>
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Form C. Los Angeles County-Quality Rating and Improvement System

<p>LAUP QRIS Block Grant Coaches For Centers</p>	<p>Sixty-four Coaches are responsible for helping recipients not only understand the QRIS but more importantly act as a partner and mentor to providers who want to increase the quality of their programs to a Tier 4 or higher. Through regular on-site quality support visits, coaches will provide feedback, technical assistance, resources and materials in order to meet the goals established as a part of the recipients' quality improvement process. In addition, coaches may develop and conduct trainings for their providers. Coaches are responsible for documenting each visit and their goals in the Consortium's database in a timely manner. These personnel play a critical role in ensuring providers progress along the Quality Continuum Framework throughout the duration of the project through supporting and expanding recipients' knowledge on early childhood best practices, co-creating a continuous quality improvement plan and linking providers with local resources to sustain a quality program.</p>	<p>6400%</p>	<p>\$69,000</p>	<p>58.33</p>	<p>2,576,000</p>
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<p>LAUP Quality Lead Trainer</p>	<p>The Lead Trainer will collaborate with the Administrator, Director, and Coach Supervisors to develop and deliver trainings specific to the ECERS and CLASS tools.</p>	<p>100%</p>	<p>\$81,000</p>	<p>41.66</p>	<p>\$33,750</p>
<p>LAUP Program Support Specialists</p>	<p>The LAUP Program Support Specialists focus on increasing teacher capacity and understanding on QCF Common Tools and Resources such as the DRDP, ASQ, and ASQ-SE. This support may come in the form of trainings or collaborating with the QRIS coaches.</p>	<p>100%</p>	<p>\$55,000</p>	<p>41.66</p>	<p>\$22,917</p>
<p>LAUP Senior Financial Analyst</p>	<p>The Senior Financial Analyst will be responsible for all financial reporting and financial monitoring for all QRIS Block Grant funds. This includes reviewing all recipients' financial information in order to receive QRIS incentives.</p>	<p>100%</p>	<p>\$69,000</p>	<p>83.33</p>	<p>\$57,500</p>

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<p>LAUP Family Engagement Coaches</p>	<p>The 10 Family Engagement Coaches will help support programs in developing a comprehensive family engagement plan using the Strengthening Families Framework as a guide. Coaches will also help make the connections between family engagement and QRIS especially for high needs families. Assist in coordinating activities related to supporting the QRIS network and coaches in the areas of family engagement.</p>	<p>1000%</p>	<p>\$65,000</p>	<p>58.33</p>	<p>\$379,167</p>
<p>LAUP Program Leadership Coach Supervisor</p>	<p>The Program Leadership Coach Supervisor will supervise all Block Grant Administrative Coaches.</p>	<p>100%</p>	<p>\$75,000</p>	<p>66.67</p>	<p>\$50,000</p>
<p>LAUP Family Engagement Coach Supervisor</p>	<p>The Family Engagement Coach Supervisor will supervise Family Engagement Coaches. This position will review milestone guidelines to establish enhancement of families in the QRIS network.</p>	<p>100%</p>	<p>\$75,000</p>	<p>66.67</p>	<p>\$50,000</p>

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<p>LAUP Professional Development Advisor</p>	<p>The four specially trained Advisors will work directly with program staff to assist with the selection of required courses for various levels of the ECE permit. This includes, but is not limited to the process of applying for renewals, upgrading of all six levels, online assistance and Livescan. The Permit Workforce Advisor will also serve as a Professional Growth Advisor to document the required professional growth activities for all Permit holders.</p>	<p>400%</p>	<p>\$72,000</p>	<p>50.00</p>	<p>\$144,000</p>
<p>LAUP Environmental Improvement Specialist</p>	<p>The two specialists will work directly with providers to assess the pre overall quality of their outdoor environment and after improvements a post assessment would be conducted. The plan will use funds allotted for outdoor enhancement (up to \$10,000 per provider) to increase the safety of outdoor spaces like surfacing or shade structures and/or provide new experiences for children such as a vegetable garden.</p>	<p>200%</p>	<p>\$75,000</p>	<p>50.0</p>	<p>\$75,000</p>

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<p>LAUP Research Analyst</p>	<p>Two Analysts conduct applied research and evaluation to inform and improve LAUP's work in areas such as young children's cognitive and social-emotional development, the quality of early care and education, the development of the Early Childhood Education workforce, and engagement of families in their children's education. The analyst designs evaluation and research projects, including quantitative and qualitative methods, collects data, conducts analyses, prepares reports, and helps to disseminate information.</p>	<p>200%</p>	<p>\$50,000</p>	<p>50.0</p>	<p>\$50,000</p>
<p>LAUP Legal Counsel</p>	<p>Legal Counsel will draft and negotiate contracts for all providers and certify all legal contractual requirements are met.</p>	<p>50%</p>	<p>\$132,000</p>	<p>25.0</p>	<p>\$16,500</p>
<p>LAUP Compliance Analyst</p>	<p>The two Compliance Analysts will require recipients to consistently adhere to pre and post financial requirements of grant contracts. Compliance will be routinely monitored throughout the course of the award.</p>	<p>200%</p>	<p>\$60,000</p>	<p>58.33</p>	<p>\$70,000</p>

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<p>LAUP Fiscal Coordinator</p>	<p>This position assists with the logistics of maintaining fiscal report tracking compliance for all QRIS providers. Tasked with coordinating training and workshop logistics, which includes, not limited to, managing inquiries and following up with providers, handling the coordination of the venue, and ordering training materials and resources.</p>	<p>12.5%</p>	<p>\$41,100</p>	<p>41.66</p>	<p>\$2,141</p>
<p>LAUP Fiscal Coaches</p>	<p>Fiscal coaches help support QRIS recipients with fiscal compliance using LAUP Operating Guidelines as well as support implementation and maintenance of best fiscal and business practices. Responsible for gathering and researching resources for the PAS training sessions. Focus on the preparation of all training materials for the sessions and the presentation of respective material. Provide hands-on, on-site technical assistance and coaching to providers to foster continuous improvement in growth areas identified through the Program Administration Scale. Assist providers with the implementation of sound business practices as to relate to the components of the PAS.</p>	<p>100%</p>	<p>\$70,575</p>	<p>33.77</p>	<p>\$23,840</p>

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LAUP Fiscal Supervisor	This position supervises fiscal coaches to carry out program activities and helps ensure that field staff are providing appropriate and timely fiscal coaching support for grant recipients. Responsible for overseeing the individuals tasked with leading the training sessions. Perform review of all training materials and presentation.	12.5%	\$84,765	41.66	\$4,415
Total					\$4,395,479

2) Benefits - \$1,314,292

Benefits: LACOE Administrative - \$107,733				
Description	Basis	Factor	Rate	Total
Social Security	6.2% of salaries	\$251,197	6.2%	\$15,574
Medicare	1.45% of salaries	\$251,197	1.45%	\$3,642
Pension Cost	14.798%	\$251,197	14.798%	\$37,172
Health & Welfare	\$11,100 per FTE per year	2.693	\$11,100	\$29,896
State Unemployment Insurance	0.05 % of salaries	\$251,197	0.05%	\$126
Worker Compensation	7.89% of salaries	\$251,197	7.89%	\$19,819
Other Post-employment Benefits – fixed	\$525 per FTE per year	2.693	\$525	\$1,414
Other Post-employment Benefits – Variable	0.36% of salaries	\$251,197	.036%	\$90.43
Total				\$107,733

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Benefits: LAUP - \$1,206,559

- LAUP fringe benefits are calculated at 27.45% of salary for a total of \$1,206,559 (\$4,395,479*27.45%).
- LAUP benefits are calculated at 27.45% and are listed as follows:
FICA/SUI 8.5%, Health 14%, Retirement 4%, Insurance Costs .95%.

3) Supplies - \$389,541

Supplies: LACOE Administrative - \$49,267

- \$40,000 - Resource Materials
- \$1,347 - Office supplies estimated at \$500 per Full Time Equivalent (4.04 FTEs) per year (0.667).
- \$5,520 – 2.4 laptop computers, docking stations, external monitor. Estimated cost of \$2,300 each. The laptops will be used by T&TA Program Manager, Education Consultant, and Fiscal Liaison. This purchase will be allocated 80% to QRIA and 20% to AAP.
- \$2,400 – 1.6 desktop computers, including monitor. Estimated cost of \$1,500. The desktops will be used by the Senior Accountant and Secretary. This purchase will be allocated 80% to QRIA and 20% to AAP.

Supplies: LAUP - \$340,274

Materials and Supplies	Description	Amount	Quantity	Total
ASQ Manuals	ASQ manuals will be used to screen children in the provider network.	\$300.00	355.00	\$106,500
ECERS manuals	ECERS manuals will be used to assess the effectiveness of programs offered by providers in QRIS network.	\$70.00	847.00	\$59,290
CLASS manuals	CLASS manuals will be used to	\$50.00	847.00	\$42,350

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	evaluate programs offered by providers in QRIS network.			
Training Materials (printing, binders, dividers)	Training materials include notebooks, dividers and binders.	\$10.00	110.00	\$1,100

PAS Assessment Books	The Program Administration Scale (PAS) is a valid and reliable instrument designed to measure the leadership and management practices of early childhood programs. The PAS provides valuable information to directors about the quality of their administrative practices and can be used as a springboard for program improvement efforts.	\$22.00	110.00	\$2,420
Personal Carts	Coaches will use personal carts to carry materials to site visits.	\$62.00	49.00	\$3,038
CLASS Pre-K Video Subscription	Video subscription for coaches to provide on-	\$57.00	64.00	\$3,648

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	demand training.			
Coach PD materials (books/resources)	Training materials for coaches including reference books and other training materials.	\$522.00	49.00	\$25,578
Printers for Coaches	Coaches will use mobile printers to print materials during onsite visits with providers.	\$250.00	55.00	\$13,750

Phones for Coaches	Coaches will be provided mobile phones to communicate with providers while making site visits.	\$200.00	55.00	\$11,000
General Office Supplies	General office supplies include paper, pens, notepads etc. for staff. Based on historical usage general office supplies are estimated at \$50 per FTE.	\$50	112.00	\$5,600
Laptop for Coaches	Laptops will be provided to coaches for use	\$1,200.00	55.00	\$66,000

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	during onsite visits and to conduct trainings.			
Total				\$340,274

4) Travel - \$105,159

Travel: LACOE Administrative - \$1,326					
Purpose	Site	# Trips	Miles at \$0.57.5/mile (IRS 2015 rate)	\$ per diem	Total
Program Manager T&TA Activities	Various	24 trips per year	32 miles/visit (average)	\$0	\$ 442
Education Consultant Activities	Various	24 trips per year	32 miles/visit (average)	\$0	\$ 442
Fiscal Liaison Activities	Various	24 trips per year	32 miles/visit (average)	\$0	\$ 442
Total					\$1,326

Travel: LAUP - \$103,833				
Travel & Meeting	Description	Amount	Quantity	Total
Provider Trainings	The cost of provider trainings include venue, printed materials, IT support and parking validations for attendees.	\$24,000	1	\$24,000
Travel to Sacramento	Travel includes hotel, airfare, taxi, per diem and incidentals.	\$2,500.00	2	\$5,000
Coach Orientation	New coach orientation	\$13,000.00	1.00	\$13,000

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	includes venue costs, printed materials, IT support and training manuals.			
Parking for Fiscal Coaches	Parking expenses for fiscal coach site visits.	\$15.00	109.00	\$1,635

Venue for Fiscal Coach Training	Fiscal coaches will provide initial training for recipients.	\$400.00	2.00	\$800
Fiscal Coach Mileage	Mileage for fiscal coach visits to recipients to conduct onsite meetings and trainings.	\$0.575	3,300.00	\$1,898
Mileage-Coaches	Mileage for coach visits to recipients to conduct onsite meetings and trainings.	\$0.575	100,000.00	\$57,500
Total				\$103,833

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5) Equipment - \$0

Equipment: LACOE Administrative - \$0
Equipment: LAUP - \$0
<ul style="list-style-type: none"> No equipment is budgeted to be purchased, the capitalization threshold is \$5,000, or more, per unit. The computers being purchased are included under the Supplies section. To comply with the lower of 34CFR80.3 the equipment threshold should be the lesser of \$5,000 or LACOE policy, which is also \$5,000.

6) Contractual - \$2,442,403

Contractual: LACOE Administrative - \$324,803
<ul style="list-style-type: none"> \$160,000 - Program Evaluation \$164,803 – Evaluation Consultant

Contractual: LAUP - \$2,117,600				
Contractual	Description	Amount	Quantity	Total
Child Care Alliance of Los Angeles	Contracted services with CCALA for coaching 53 FCC recipients not only understand the QRIS, but more importantly act as a partner and mentor to recipients who want to increase the quality of their programs to a Tier 4 or higher.	\$417,600	1.00	\$417,600

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Substitute Teacher Pool	Feasibility study to establish a substitute teacher pool of quality candidates to use during future QRIS related trainings	\$100,000	1	\$100,000
Facilities Improvement	Contracting services to provide needs to facilities and oversee the planning and construction process.	\$1,600,000	1	\$1,600,000
Total				\$2,117,600

7) Training Stipends - \$0

Training Stipends: LACOE Administrative - \$0
Training Stipends: LAUP - \$0
<ul style="list-style-type: none"> • None

8) Incentives - \$3,530,450

Incentives: LACOE Administrative - \$0

Incentives: LAUP – 3,530,450				
Grants	Description	Amount	Quantity	Total
Professional Development Incentives	Used per site to cover staffing costs such as substitute teachers to send teaching staff to professional development workshops and trainings. This incentive will help	\$2,000.00	411.00	\$822,000

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	meet the required 21 hours of professional development in the Quality Continuum Framework			
Tiers 1-3 Incentives-Lakeshore Classroom Kits	Per classroom, provider will be able to choose one kit of Lakeshore materials. Kits are organized in the following learning domains: Math/Science, Social-Emotional, Language and Literacy, Diversity/Differing Abilities and Gross. Motor/Health/Nutrition.	\$550.00	879.00	\$483,450
Outdoor Enhancement Grants-Centers	Used to enhance the outdoor environments of CSPP providers in order to achieve at least a Tier 4 rating. Allowable enhancements may include, but are not limited to gross motor materials, building a classroom garden, fix or replenish playground surfacing. Grant amounts will vary based on need of individual programming.	\$25,000.00	84	\$2,100,000
Outdoor Enhancement Grants-FCC	Used to enhance the outdoor environments of CSPP providers in order to achieve at least a Tier 4 rating. Allowable enhancements may include, but are not limited to gross motor materials, building a classroom garden, fix or replenish playground surfacing. Grant amounts will vary based on need of individual	\$5,000.00	25	\$125,000

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	programming.			
Total				\$3,530,450

9) Total Direct Costs - \$12,782,765

10) Other Operating Costs - \$354,244

Other Operating Costs: LACOE Administrative - \$24,353

- **\$13,825 Rent** – Estimated at 150sq per employee plus a 2.00 factor for use of common areas. The annual rate per sq. ft. is 21.60, or \$6,480 per FTE (5.0 FTEs) for .6667 of a year. There is no charge for the Sr. Accountant as it is included in the In-direct rate. There is no charge for other allocated staff as the charge is nominal.
- **\$3,200 Repairs and Maintenance** - Estimated at \$125 per month per FTE (3.2 FTEs). There is no charge for the Sr. Accountant as it is included in the In-direct rate. There is no charge for other allocated staff as the charge is nominal.
- **\$960 Telephone** - Estimated at \$20 per month per FTE (4.0 FTEs). There is no charge for other allocated staff as the charge is nominal.
- **\$768 Mobile internet access** - Estimated at \$40 per month per FTE (3.0 FTEs) for the staff with laptops. There is no charge for other allocated staff as the charge is nominal.
- **Staff Development \$5,600** - Estimated at \$1,400 per FTE (4.0 FTEs). There is no charge for other allocated staff as the charge is nominal.

Other Operating Costs: LAUP - \$329,891

Operating Expenses	Description	Amount	Quantity	Total
Rent	Rent is estimated at \$2,195 per FTE for the grant year.	\$2,157	109	\$235,066
Utilities	Utilities are estimated at \$150 per FTE for the grant year.	\$150	109	\$16,345
Parking	Parking is estimated at \$720 per FTE for the grant year.	\$720	109	\$78,480
Total				\$329,891

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11) Total Indirect Cost - \$448,163

Total Indirect Cost: LACOE Administrative - \$0
<ul style="list-style-type: none"> None

Total Indirect Cost: LAUP - \$448,163
<ul style="list-style-type: none"> Indirect costs are calculated at 8% of salary and benefits for a total of \$448,163. The indirect cost covers agency-wide, general management costs. These costs include administrative staff such as the CEO, accounting, human resources, purchasing, office services clerical staff not dedicated to specific programs, office space used by those staff, equipment and services used: copiers, phone systems, janitorial service, IT support, etc. In addition, board expenses, fundraising & marketing expenses, grants management, fiscal audit, liability insurance and staff training.

VII.C. Assessment and Access Projects

1) Personnel - \$445,393

Personnel: LACOE Administration - \$109,247					
Position	Description	% FTE	Base Salary	% of year	Total
LACOE Executive Director	See QI	1%	154,428	66.67%	\$1,030
LACOE Training & Technical Assistance Program Manager	See QI	20%	\$117,612	66.67%	\$15,682
LACOE Education Monitor	See QI	20%	\$107,988	66.67%	\$14,398
LACOE Fiscal Liaison	See QI	20%	\$107,988	67.67%	\$14,398
LACOE Senior Accountant	See QI	20%	\$78,648	66.67%	\$10,486

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Personnel: LACOE Administration - \$109,247					
Position	Description	% FTE	Base Salary	% of year	Total
LACOE Secretary	See QI	20%	\$51,036	66.67%	\$6,805
LACOE Sr. Data Processing Specialist	See QI	100%	\$69,672	66.67%	46,448
Total					\$109,247

Personnel: OCC - \$336,146					
Position	Description	Base Mo. Salary	% Time on Project	# of Mo.s	Total
Special Services Assistant III	Responsible for overall administration including personnel and fiscal management, internal coordination of OCC projects, liaison to CEO and departments as needed.	\$10,844.00	15%	8	\$13,012.80
Chief Program Specialist	Coordinates communication with LAC-QRIS Consortia partners, and serves as point of contact for LACOE monitoring. Troubleshoots policy issues as needed, and completes progress reports. Oversees rating subcontract with UCLA CICCQ. Supervises and supports Program Specialist IV, Program Specialist III and two Senior Typist Clerks.	\$10,479.00	50%	8	\$41,916.00
Program Specialist IV	Manages daily operation of rating functions, and coordinates the transition of the rating process from UCLA CICCQ to OCC. Supervises and supports Research Analyst III (Statistician),	\$9,151.00	100%	6	\$54,906.00

Form C. Los Angeles County-Quality Rating and Improvement System

Personnel: OCC - \$336,146					
Position	Description	Base Mo.Salary	% Time on Project	# of Mo.s	Total
	Research Analyst III (Anchor), and two Research Analyst II (Data Collectors)				
Program Specialist III	Verifies self-reported data in portfolios submitted by CSPP centers and FCCHEN family child care providers. Supervises and supports three Program Specialists I.	\$7,777.00	100%	4	\$31,108.00
Program Specialist I	Recruits CSPP centers and FCCHEN family child care providers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$5,929.00	100%	2	\$11,858.00
Program Specialist I	Recruits CSPP centers and FCCHEN family child care providers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$5,929.00	100%	2	\$11,858.00
Program Specialist I	Recruits CSPP centers and FCCHEN family child care providers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$5,929.00	100%	2	\$11,858.00
Senior Typ Clerk	Verifies licensing status of applicants. Enters data, files documentation, runs reports. Provides clerical support to QRIS program support team.	\$3,642.00	100%	4	\$14,568.00
Senior Typ Clerk	Verifies licensing status of applicants. Enters data, files documentation, runs reports. Provides clerical support to QRIS rating team.	\$3,642.00	100%	4	\$14,568.00
Rsch Analyst III (Statistician)	Manages data collection protocols, analysis and generation of quality rating data.	\$6,641.00	100%	5	\$33,205.00

Form C. Los Angeles County-Quality Rating and Improvement System

Personnel: OCC - \$336,146					
Position	Description	Base Mo.Salary	% Time on Project	# of Mo.s	Total
Rsch Analyst III (Anchor)	Ensures and maintains reliability of two Research Analyst II (Data Collectors). Serves as anchor for ERS and CLASS measures.	\$6,641.00	100%	5	\$33,205.00
Rsch Analyst II (Data Collector)	Conducts quality rating observations in CSPP centers and FCCHEN family child care home settings. Applies CLASS and ERS measures, and collects data during site visits.	\$5,479.00	100%	5	\$27,395.00
Rsch Analyst II (Data Collector)	Conducts quality rating observations in CSPP centers and FCCHEN family child care home settings. Applies CLASS and ERS measures, and collects data during site visits.	\$5,479.00	100%	5	\$27,395.00
Fiscal Lead	Completes quality assurance review of fiscal reports. Supervises Fiscal Program Specialist II.	\$10,274.00	5%	8	\$4,109.60
Fiscal Program Specialist II	Tracks receipt of funds and invoices. Prepares fiscal reports.	\$6,479.00	10%	8	\$5,183.20
Student Professional Wkrs (Data Entry)	Enters quality data into SPSS and database.	\$1,080.73	0%	0	\$ -
Student Professional Wkrs (Data Entry)	Enters quality data into SPSS and database.	\$1,080.73	0%	0	\$ -
Student Professional Wkrs (Data Entry)	Enters quality data into SPSS and database.	\$1,080.73	0%	0	\$ -
Total					\$336,146

Form C. Los Angeles County-Quality Rating and Improvement System

2) Benefits - \$215,644

Benefits: LACOE Administrative - \$48,815				
Description	Basis	Factor	Rate	Total
Social Security	6.2% of salaries	\$109,247	6.2%	\$6,773
Medicare	1.45% of salaries	\$109,247	1.45%	\$1,584
Pension Cost	14.798%	\$109,247	14.798%	\$16,166
Health & Welfare	\$11,100 per FTE per year	1.34	\$11,100	\$14,874
State Unemployment Insurance	0.05 % of salaries	\$109,247	0.05%	\$55
Worker Compensation	7.89% of salaries	\$109,247	7.89%	\$8,620
Other Post-employment Benefits – fixed	\$525 per employee per year	1.34	\$525	\$704
Other Post-employment Benefits – Variable	0.36% of salaries	\$109,247	.036%	\$39
Total				\$48,815

Benefits: OCC - \$166,829
<ul style="list-style-type: none"> The County benefit rate is calculated at 49.63% of salaries. The total benefit cost is \$166,829.

Form C. Los Angeles County-Quality Rating and Improvement System

3) Supplies - \$44,255

Supplies: LACOE Administration - \$14,150
<ul style="list-style-type: none"> • \$10,000 - Resource Materials • \$670 - Office supplies estimated at \$500 per Full Time Equivalent (2.010 FTEs) per year (0.667). • \$1,380 – 0.6 laptop computers, docking stations, external monitor. Estimated cost of \$2,300 each. The laptops will be used by T&TA Program Manager, Education Consultant, and Fiscal Liaison. This purchase will be allocated 80% to QRIA and 20% to AAP. • \$2,100 – 1.4 desktop computers, including monitor. Estimated cost of \$1,500. The desktops will be used by the Senior Accountant, Secretary and the Senior Data Processing Specialist. This purchase will be allocated 80% to QRIA and 20% to AAP for 2 computers and 100% for the other (use by the Senior Data Processing Specialist).

Supplies: OCC - \$30,105
<ul style="list-style-type: none"> • Includes procurement of office supplies such as writing tablets, folders, pens, pencils, paper clips, tape, etc. totaling \$245, postage totaling \$70, FedEx mailing costs totaling \$100, copying expenses totaling \$140, and phone charges totaling \$350. Training costs, such as ERS and CLASS trainings that need to be supplied for newly hired data collectors are included totaling \$6,000. Equipment expenses to procure 4 desktop computers, each valued at \$5,000 are included in this cost category, totaling \$20,000. Equipment maintenance costs which include the estimated cost for copier/fax and computer maintenance is calculated at \$400 per month. Fees to be paid to Los Angeles County's Shared Services/ISD Network are projected to total \$2,800.

4) Travel - \$5,330

Travel: LACOE Administrative - \$330					
Purpose	Site	# Trips	Miles at \$0.57.5/mile (IRS 2015 rate)	\$ per diem	Total
Program Manager T&TA Activities	Various	6 trips per year	32 miles/visit (average)	\$0	\$ 110
Education Consultant Activities	Various	6 trips per year	32 miles/visit (average)	\$0	\$ 110

Form C. Los Angeles County-Quality Rating and Improvement System

Fiscal Liaison Activities	Various	6 trips per year	32 miles/visit (average)	\$0	\$ 110
Total					\$ 330

Travel: OCC - \$5,000
<ul style="list-style-type: none"> Travel costs include attendance at Consortium meetings, local meetings and community events. Travel also includes data collectors' mileage expenses.

5) Equipment - \$0

Equipment: LACOE Administrative - \$0
Equipment: OCC - \$0
<ul style="list-style-type: none"> No equipment is budgeted to be purchased, the capitalization threshold is \$5,000, or more, per unit. The computers being purchased are included under the Supplies section. To comply with the lower of 34CFR80.3 the equipment threshold should be the lesser of \$5,000 or LACOE policy, which is also \$5,000.

6) Contractual - \$994,474

Contractual: LACOE Administrative - \$290,000
<ul style="list-style-type: none"> \$50,000 - Outside Web Site Consultant. Needed to develop a web site to increase visibility of available State Preschool providers. \$40,000 -Program Evaluation \$200,000 – Data System – “Efforts to Outcomes”

Contractual: OCC - \$704,474
<ul style="list-style-type: none"> LACOCC will continue to subcontract with UCLA CICCQ to conduct 92 CSPP center ratings, analyze data and prepare rating reports, and write a rating summary report. Payment to UCLA CICCQ will not exceed \$354,474. LACOCC will also subcontract Child Care Alliance of Los Angeles (CCALA) to incorporate LACQRIS information into referral processes, add LACQRIS information to agency websites, develop and disseminate hard and electronic materials on LACQRIS to parents, child care providers and the public. Payment to CCALA will not exceed \$300,000.

7) Total Direct Costs - \$1,729,444

Form C. Los Angeles County-Quality Rating and Improvement System

8) Indirect Costs - \$140,234

Indirect Costs: LACOE Administrative - \$99,996

- Indirect Costs is 7.75% of all Direct Costs except for the sub-contracted costs, where it only applies to the 1st \$25,000 of each sub-contract ($\$1,290,269 \times .0775$)

Indirect Costs: OCC - \$40,238

- The Office of Child Care's indirect costs are calculated at 8% of salary and benefits for a total of \$40, 238. The indirect rate covers a portion of the department-wide, general management and administrative costs that cannot be directly charged to the program. These allocable costs include administrative staff such as the executive management, human resources, purchasing, office clerical staff not dedicated to specific programs, janitorial service, IT support, etc.

9) Other Operating Costs – \$24,348

Other Operating Costs: LACOE Administrative - \$19,048

- **\$7,776 Rent**– Estimated at 150sq per employee plus a 2.00 factor for use of common areas. The annual rate per sq. ft. is 21.60, or \$6,480 per FTE (1.80 FTEs) for .6667 of a year. There is no charge for the Sr. Accountant as it is included in the In-direct rate. There is no charge for other allocated staff as the charge is nominal.
- **\$1,800 Repairs and Maintenance** - Estimated at \$125 per month per FTE (1.8 FTEs). There is no charge for the Sr. Accountant as it is included in the In-direct rate. There is no charge for other allocated staff as the charge is nominal.
- **\$480 Telephone** - Estimated at \$20 per month per FTE (1.8 FTEs). There is no charge for other allocated staff as the charge is nominal.
- **\$192 Mobile internet access** - Estimated at \$40 per month per FTE (0.6 FTEs) for the staff with laptops. There is no charge for other allocated staff as the charge is nominal.
- **\$2,800 Staff Development** - Estimated at \$1,400 per FTE (2.0 FTEs). There is no charge for other allocated staff as the charge is nominal.
- **\$6,000 Website operational cost** - \$500 for 8 months plus \$2,000 in web startup costs.

Form C. Los Angeles County-Quality Rating and Improvement System

Other Operating Costs: OCC - \$5,300

- LACOCC will pay this amount for space rental fees.

10) Total Grant Funds Requested - \$16,646,606

Form D. CSPP LACQRIS Block Grant 2014–2015 Spreadsheet

County/Region Los Angeles County

SACS		QRIS Block Grant Plan Section	TOTALS	Percent of Grant
IV		Local QRIS Block Grants	\$1,546,000	9.29%
V		Quality Improvement (QI)		
		Personnel		
1000		QI Management	\$495,009	
2000		Support Staff	\$4,151,667	
	1	Subtotal Salaries	\$4,646,676	
3000		Benefits	\$1,314,292	
	2	Subtotal Benefits	\$1,314,292	
V. A.		TOTAL PERSONNEL	\$5,960,968	
		Operations		
4000	3	Supplies and Services	\$389,541	
5000	4	Travel	\$105,159	
5000	5	Equipment	\$0	
	6	Contractual	\$2,442,403	
	7	Training Stipends	\$0	
	8	Incentives	\$3,530,450	
		Other	\$354,244	
V. B.		TOTAL OPERATIONS	\$6,821,797	
V. C.	10	TOTAL DIRECT COSTS (V. A+B)	\$12,782,765	76,79%
VI		Assessment and Access		
		Personnel		
1000		Assessment Management	\$126,546	
2000		Support Staff	\$318,847	
	1	Subtotal Salaries	\$445,393	
3000		Benefits	\$215,644	
	2	Subtotal Benefits	\$215,644	
VI. A.		TOTAL PERSONNEL	\$661,037	
		Operations		
4000	3	Supplies and Services	\$44,255	
5000	4	Travel	\$5,330	
5000	5	Equipment	\$0	
	6	Contractual	\$994,474	
		Other	\$24,347	
VI. B.		TOTAL OPERATIONS	\$1,068,407	
VI. C.	7	TOTAL DIRECT COSTS (VI. A+B)	\$1,729,444	10.39%
		TOTAL DIRECT COSTS (IV + V.C +VI.C)	\$16,058,209	
D.1		AMOUNT NOT SUBJECT TO INDIRECT	\$8,662,927	
D.2		TOTAL USED TO CALCULATE	\$7,395,282	

		INDIRECT		
E	8	INDIRECT COSTS	Various	\$588,397
F	9	TOTAL GRANT FUNDS FY 2014-15 (IV+V+ VI.C+VII.C+E)		\$16,646,606

3.53%

Exhibit E

LAC - OCC Performance Indicators (PI) for Quality Start Los Angeles

January 1, 2016 - December 2016

SUMMARY OF REQUIRED REPORTS

Due Date	Report(s)	Payment Plan	Submission Format	Submit To
the 12 th of every month following each quarter April 12, 2016 July 12, 2016 October 12, 2016 January 12, 2017	A progress report on the following using LACOE template provided: a) Participation on the QRIS LT and activities, including outreach b) Number of provider applications processed and assessed to-date. c) Staffing hires and vacancies d) Criminal Background Clearance		Electronic	Liz Guerra at Guerra_liz@lacoedu
the 12th of each month	Cash Projections for the following month	Cash Advance	Electronic and Hard copies	Controller's Office HS_CostReport@lacoedu
the 12 th of the month February 12, 2016 – January 12, 2017	Beginning February 2016 through January 2017 submit monthly cost report/invoice template provided by LACOE.	Reimbursement	Electronic and Hard copies	Controller's Office HS_CostReport@lacoedu

Criminal Background Clearance Tuberculosis Clearance Certification Form

TO: Los Angeles County Office of Education
9300 Imperial Highway
Contract Section, Clark Building, #153
Downey, CA 90242-2890

FROM: Name _____
Address _____
City _____
State/Zip _____

CRIMINAL BACKGROUND CLEARANCE

The following Contractor, Contractor's employees, agents or volunteers will have **MORE THAN LIMITED CONTACT** (as defined by LACOE) with LACOE students during the term of the Contract. (Ref. Education Code Section 45125.1) *Attach and sign additional pages, as needed.*

1.	4.	7.
2.	5.	8.
3.	6.	9.

The employee(s) listed above **have been fingerprinted** as required under Education Code Section 45125.1 through procedures established by the California Department of Justice and the FBI, **and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious violent felony**, as defined by the California Penal Code.

TUBERCULOSIS CLEARANCE

The following Contractor, Contractor's employees, agents or volunteers will have **MORE THAN LIMITED OR PROLONGED CONTACT** (as defined by LACOE) with LACOE students during the term of the Contract and have received a TB test. (Ref. Education Code Section 45125.1) *Attach and sign additional pages, as needed.*

Name	Date of Test
1.	
2.	
3.	
4.	
5.	
6.	

The employee(s) listed above have been TB tested and have been found to be free of communicable tuberculosis. Contractor shall maintain on file the certificates from the examining physicians/surgeons showing that each of the above was examined and found free from active tuberculosis. These forms must be maintained and updated by the Contractor and be available to LACOE upon request or audit.

CERTIFICATION BY INDEPENDENT CONTRACTOR/PROVIDER

I certify that the information provided herein is true and accurate. I further declare, under penalty, that the Contractor or Independent Consultant named below **has complied and will continue to comply** with the aforementioned Education Code requirements throughout the entire contract term, and any/all subsequent amendment terms.

NAME OF COMPANY OR INDEPENDENT CONSULTANT (PLEASE PRINT)	PHONE NUMBER ()
AUTHORIZED SIGNATURE	DATE OF SIGNATURE
PRINT NAME OF SIGNATORY	PRINT TITLE OF SIGNATORY

Exhibit H

APPLICABLE LAWS, REGULATIONS AND LACOE POLICIES INCORPORATED HEREIN BY REFERENCE

Applicable CDE regulations and other program related documents, which may be revised from time to time, are incorporated herein by reference as though set forth in their entirety. Additional copies may be obtained from the LACOE Head Start/State Preschool Division upon request. LACOE will provide Agency with copies of any/all updated or revised applicable documents. It is the obligation of the Agency to comply with the most current version of all documents. The Agency's endorsement on this Contract signifies that appropriate Agency personnel have read and understand all applicable regulations and serves to certify that Agency will abide by the provisions thereof. The failure of the Agency to examine and abide by any of the documents shall in no way relieve the Agency from obligations with respect to the requirements contained in the documents or the Contract.

- Public Law 101-336 – American with Disabilities Act (ADA) of 1990 42USC-12101
- Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children's Act of 1994
- Public Law 104-156 (Single Audit Act Amendments of 1996)
- Public Law 105-17 – Individuals with Disabilities Education Act (IDEA)
- Title 7 of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
- 29 U.S.C. 1001 et seq. (Employee Retirement Income Security Act of 1974)
- 40 U.S.C. 276a et seq (Davis Bacon Act)
- 40 U.S.C. 276a-a7 (Copeland Anti-Kickback Act)
- 5 CFR Part 733 Hatch Act
- California Health and Safety Code Part 7 California Retail Food Code
- California Department of Public Health, Immunization Branch, California Immunization Requirements for Child Care

- 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government
- California Building Code (CBC)
- Uniform Building Code (UBC)
- California Fire Code (CFC)
- National Electric Code (NEC)
- Division of the State Architect (DSA), if applicable
- County Health Code
- Occupational Safety and Health Administration (OSHA)
- Asbestos Hazard Emergency Response Act (AHERA)
- 2 CFR Part 200, Super Circular
- 28 CFR Part 36, Americans with Disabilities Act (ADA) – Standard for Accessible Design, July 1, 1994
- 29 CFR Part 5 (Department of Labor Regulations)
- 37 CFR Part 401 – Rights to Inventions Made by Nonprofit Organizations and Small Business firms Under Government Grants, Contracts, and Cooperative Agreements
- 45 CFR Parts 1301, 1302, 1304, 1305, 1306, 1307, 1308, 1309, 1310 Head Start Program Regulations and Program Performance Standards
- 45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board
- 45 CFR Part 46 – Protection of Human Subjects
- 45 CFR Part 74 – Uniform Administrative Requirements for Awards and Sub-awards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations and Commercial Organizations, and Certain Grants and Agreements with State, Local Governments, and Indian Tribal Governments
- 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services’ Effectuation of Title VI of the Civil Rights Act of 1964
- 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance

- 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting From Federal Financial Assistance
- 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
- 45 CFR Part 92 - Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 45 CFR Part 93 – New Restrictions on Lobbying
- 2 CFR Part 180 – OMB Guidelines to agencies on Government-wide debarment and suspension (non-procurement) by reference in 2CFR 376
- 2 CFR Part 230 (OMB Circular A-122) Cost Principles for Nonprofit Organizations
- 2 CFR Part 225 Cost Principles of State, Local, and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 376 - Non- Procurement Debarment and Suspension
- CA Code of Regulations, Title II, Chapter 5, Section 8107, Non-Discrimination Clause
- California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission – Political Reform Act of 2002
- CA Department of Social Services, Community Care Licensing Division Title 22 Regulations
- CA Education Code Section 45125.1 – Fingerprinting and Background Checks
- California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
- California Labor Code
- California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
- LACOE ERSEA Policies, Guidance and Reporting System Manual
- LACOE CSPP Manual
- LACOE Procedures for Budget Adjustments and Advance Approvals (RAA/BAR Manual)

- Early Childhood Environmental Rating Scales-Revised (ECERS-R)
- Infant Toddler Environmental Rating Scales (ITERS)
- Family Child Care Environmental Rating Scales (FCCERS)
- Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for the Operation of the Early Head Start/Head Start and State Preschool Programs.

LOS ANGELES COUNTY OFFICE OF EDUCATION
Head Start-State Preschool Division

2014-2015/2016
Contract for LAC-QRIS CSPP Block Grant

Exhibit J

**Certification and Understanding of All Supplies, Equipment, Vehicles and Facilities
Constructed, Purchased or Renovated with California State Preschool Program
QRIS Block Grant Funds**

This is to certify that we shall conduct annual comprehensive physical inventory per program contract, inclusive of applicable reconciliation activities and pursuant to exhibit "E" requirement, submit a comprehensive inventory report (supplies down to site and classroom levels, equipments, facilities) to LACOE annually. All supplies, equipment, vehicles and/or facilities constructed, purchased or renovated, in whole or in part, with funds received through a contractual relationship with Los Angeles County Office of Education (LACOE), as lead for the QRIS CSPP Block Grant funds at the Los Angeles County Office of Education (LACOE), as contractor for the California Department of Education, is the property, in whole or in part, of LACOE, or the California Department of Education, Child Development Division (CDE/CDD).

It is understood and accepted by Contractor that none of the above-mentioned supplies, equipment, vehicles and/or facilities, whether Federally or State funded or both, may be used in any other program(s) or disposed of without the express written prior approval of an authorized representative(s) of LACOE.

Agency Executive Director

Date

Director, Head Start, Early Head Start and/or
State Preschool

Date

Allowable Expenditure Guidelines for the QRIS CSPP Block Grant Funds

A. Allowable Expenses

Acceptable uses of the QRIS CSPP Block Grants funds are for program enhancements and include, but are not limited to:

Staffing:

1. Professional development stipends
2. Benefits
3. Workshop/Conference fees
4. Staff meeting materials

Program Needs:

1. Instructional materials⁹ ex. Books, fine motor materials, tricycles, art supplies)
2. Curriculum materials
3. Developmental screenings or assessments
4. Teacher resource books
5. Capital Improvements (Given Block Grant limitations)

Family Engagement:

1. Parent engagement activities
2. Transition to kindergarten activities

B. Prohibited Expenses

1. Travel expenses (except local mileage costs for QRIS CSPP Block Grant activities)
2. Purchase of vehicles or other transportation equipment
3. Bad debts, including losses arising from uncollectible accounts and any related legal costs
4. Costs of amusement or entertainment activities that do not benefit children school readiness skills
5. Costs incurred after the Contract has been terminated
6. Fundraising costs
7. Personal or business loans including finance charges
8. Investment management costs
9. Costs of organization of a nonprofits cop rotation such as incorporation fees or consultant fees
10. Public relations consultant fees
11. Costs of legal consulting and accounting services incurred in prosecution

This list is pending CDE approval

**COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE
OFFICE OF CHILD CARE**

**LOS ANGELES COUNTY (LAC)
QUALITY RATING IMPROVEMENT SYSTEM (QRIS)
CALIFORNIA STATE PRESCHOOL PROGRAMS (CSSP)
BLOCK GRANT**

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C-15565:2015

LOS ANGELES COUNTY OFFICE OF EDUCATION

**CONTRACT
FOR
LOS ANGELES COUNTY (LAC)
QUALITY RATING IMPROVEMENT SYSTEM (QRIS)
CALIFORNIA STATE PRESCHOOL PROGRAMS (CSPP)
BLOCK GRANT**

THIS CONTRACT is made and entered into this 1st day of May 2015, "Commencement Date," by and between the LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE;" and

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE, through its **Office of Child Care**, a public agency located at 222 S. Hill Street, 5th Floor, Los Angeles, CA 90012, hereinafter referred to as "CEO-OCC/Contractor."

A. QUALITY RATING IMPROVEMENT SYSTEM SERVICES AND AUTHORIZATION

QRIS, a federal initiative designed to promote substantial changes in the quality of our nation's early care and education system, was created under the Race to the Top-Early Learning Challenge (RTT-ELC) in which thirty (30) California counties are currently participating. The California Department of Education (CDE) administers the California State Preschool Program (CSPP) QRIS Block Grant.

The purpose of the QRIS Block Grant is to create a system that assesses, enhances, and communicates the quality of CSSP-funded center-based and family child care programs. The QRIS rating system is an opportunity for early care and education (ECE) providers to receive feedback about their current level of administrative and classroom quality, particularly since QRIS criteria are above and beyond basic licensing requirements. Participating providers receive information, coaching and incentives that assists them as they move toward progressively higher standards for each tier on the Quality Continuum Framework.

LACOE is the lead fiscal and program agent to the CDE responsible for blending two (2) local quality rating systems into one (1).

LACOE hereby contracts with CEO-OCC as specified herein. LACOE reserves the right to continue contract operations beyond the term provided in Section 2 provided Contractor completes in a satisfactory manner all conditions of this Contract, is in compliance with State laws and regulations, and LACOE receives continuous funding from CDE.

It is the expectation of LACOE that Contractor will partner, collaborate, and cooperate with LACOE and the Los Angeles Universal Preschool (LAUP) to implement a seamless and integrated QRIS for CSPP providers serving 70% (486) of the eligible 680 CSPP providers throughout the County in the initial implementation.

Contractor is solely responsible for its programmatic decisions and its financial obligations as a result of non-compliance with any law, regulation, policy, or requirements of this Contract. Contractor is an independent contractor and, therefore, LACOE is not responsible for their actions. This requires the Contractor to fully implement the terms and conditions of this Contract, perform the work as specified in its specific Scope of Work and Performance Indicators, inclusive of all written directives from LACOE to be in compliance with all applicable laws and regulations.

1. AUTHORIZATION AND ESTABLISHMENT OF LAC-QRIS PROGRAM SERVICES

LACOE, as a public contractor for the QRIS CSPP Block Grant and authorized by the California Education Code, Sections 8235 – 8239, Child Care and Development Services Act, funded by the Early Education and Support Division (EESD), California Department of Education (CDE), State of California (State), hereby contracts with CEO-OCC and Los Angeles Universal Preschool (LAUP) for the creation and implementation of the LAC-QRIS as specified herein.

2. TERMS OF CONTRACT

2.1 Effective Dates

This Contract is effective May 1, 2015, and continues in full force and effect through December 31, 2015, unless early termination occurs in accordance with the terms of Section 7, Enforcement Sanctions, Section 50, Termination of Contract, or funds are no longer available from the funding source(s).

2.2 Contract Amendments

If Contractor discovers any ambiguity, conflict, discrepancy, omission or other errors in this Contract, the Contractor shall immediately notify LACOE of such error in writing and request the modification or clarification thereof. LACOE-approved modifications shall be made by written amendment to this Contract. Changes, revisions, and/or amendments to this Contract must be made in writing, through Contract amendment requests, and mutually agreed upon by both parties, except as set forth in Section 4, Non-Appropriation of Funds, and Section 7, Enforcement Sanctions. Sanctions, including budget reductions, are made unilaterally by LACOE and LACOE shall issue such a letter specifying the sanctions and indicating the actions that must be taken to resolve the problem. Contractor shall have fifteen (15) days from the date of the letter to notify LACOE in writing if Contractor does not agree with the cited notifications, provide evidence that the problem/issue does not exist or has been corrected and to request a release from the enforcement action. If Contractor does not agree with, or do not accept the requirements for compliance, LACOE may notify Contractor of LACOE's intent to terminate the Contract as specified in Section 7, Enforcement Sanctions.

In the event there are Federal/State changes that affect provisions of this Contract, those changes shall supersede any and all affected provisions. It shall be LACOE's responsibility to advise Contractor of such changes through written directives and formal Contract amendments as appropriate.

2.3 Revising Exhibit – No Financial Impact

Both parties anticipate that during the course of this Contract, certain clarifying, non-economic revisions to the exhibits, which are a part of this Contract, may be needed. In these instances, LACOE shall issue such revised exhibit(s) accompanied by a cover letter specifying the exhibit being revised and indicating the revision number of such revision. Contractor shall have fifteen (15) days from the date of the cover letter to notify LACOE in writing if Contractor does not agree with, or does not accept, such revision except as specified in Section 2.2, Contract Amendments. Absent such timely, written notification, the revision(s) to exhibits(s) made in this manner shall be deemed accepted by all parties.

In addition, Contractor may, from time to time, submit to LACOE a

Request for Advance Approval (RAA) or a Budget Adjustment Request (BAR). Contractor shall follow the LACOE RAA/BAR process as described in the RAA/BAR manual. If such request from Contractor is approved by LACOE and will not increase or decrease the allocation specified in its corresponding Exhibit B2 Budget, a cover letter along with the approved RAA/BAR and any supporting revised exhibit(s) shall be issued to Contractor. LACOE will respond to Contractor's request within fifteen (15) work days, where all required documents and appropriate signatures are submitted with the RAA/BAR. Where required documents or signatures are not provided, the 15 work days shall begin upon receipt by LACOE of all required documents and/or original signatures. This timeframe is exclusive of any prior, written approval requirements of the California Department of Education or other funding sources.

2.4 Revising Exhibit with Financial (Budget) Impact

LACOE shall allocate funds as specified in Exhibit B2 to the Contractor for full and satisfactory performance of the work to be completed under this Contract, consistent with the service requirements as specified herein. If the stated amount is increased or decreased, the revised allocation shall be specified by a fully executed Amendment and a revised Exhibit B2.

3. DEFINITIONS

The definitions included below are provided in this Contract for easy reference. However, Contractor is reminded that it is bound by all other definitions included in all other applicable regulations.

Budget Adjustment Request (BAR) – A process used by Contractor to request approval for modifying its originally approved funding application budget. (See RAA/BAR Manual)

Day Definitions

1. Day - Refers to calendar days unless specified otherwise in this Contract.
2. Work day(s) - Traditional days of work - Monday through Friday and excluding Saturday, Sunday and legal holidays.
3. Previous Day - Refers to the period immediately preceding the specified date.

Equipment or Capitalized Equipment - Tangible property having a useful life of more than one (1) year and an acquisition cost of \$7,500 or more per unit for purchases with LAC-QRIS funds. If Contractor has a more restrictive definition of "equipment," the Contractor's definition shall apply and the

dollar amount associated with the Contractor's definition shall apply. The determination that a purchase is equipment is determined at the time of acquisition.

Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself, herself or some other person.

Inventory – Supplies (including non-consumable supplies) and equipment as well as the process of documenting the amount and other characteristics of those items in one's possession.

Material Weakness – A significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement in the financial statements will not be prevented or detected by the organization's internal control system.

Nepotism – Favoritism in any form granted to an employee's, a Governing Body member's, or a Policy Committee/Policy Council member's: brother (brother-in-law, half, step), daughter (daughter-in-law, half, step), domestic partner, father (father-in-law, step), grandchild, grandfather (including grandfather of spouse), grandmother (including grandmother of spouse), mother (mother-in-law, step), sister (sister-in-law, half, step), son (son-in-law, half, step), spouse, any relative living in immediate household of employee, or the domestic partner of any of the immediate family listed above.

Non-Consumable Supplies or Non-Capitalized Equipment – Tangible property having a useful life of one (1) year or more and an acquisition cost of less than the Contractor' equipment (capitalized equipment) threshold and no more than \$1,000 per unit.

Quality Rating Improvement System – a locally determined system for continuous quality improvement based on a tiered rating structure with progressively higher quality standards for each tier that provides supports and incentives for programs, teachers, and administrators to reach higher level of quality, monitors and evaluates the impacts on child outcomes, and disseminates information to parents and the public about program quality

Request for Advance Approval (RAA) -- A process used by Contractor to request advanced approval for modifying originally approved funding application program and/or budget. Refer to RAA-BAR Manual.

Supplies – Tangible property having a useful life of less than one (1) year.

4. NON-APPROPRIATION OF FUNDS

LACOE's only financial and other obligation with respect to this Contract is contingent upon receipt of funds for the operation of the LAC-QRIS program from CDE. To the extent that LACOE does not receive such funds for which LACOE contracts with Contractor to operate, this Contract may be terminated immediately or as directed by the funding source.

In this event, LACOE shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Contract, and Contractor shall not be obligated to perform any provisions of this Contract. LACOE shall notify Contractor in writing of any such non- appropriation reduction or lack of award of funds at the earliest possible date and shall attempt to provide for orderly closeout of program operations provided funds are received from the appropriate funding source(s) for this purpose.

If funding is reduced or terminated by the CDE for purposes of this Contract, LACOE shall have the option to either cancel this Contract, with no liability occurring to LACOE, or offer an amendment to this Contract to Contractor to reflect the reduced amount.

5. ACCESS

5.1 Access to Records/Sites

LACOE, the Comptroller General of the United States, CDE/CDD or any of their duly authorized representatives, including any LACOE monitor or independent auditors, shall have the right to timely and unrestricted access to any LAC-QRIS books, documents, papers, and records of the Contractor, or a subcontractor of the Contractor when such records are determined by any of them to be pertinent to the project for the purpose of making audits, examinations, photocopies, excerpts, or transcripts. Such access shall be granted by the Contractor, and any subcontractor employed by the Contractor, at such reasonable times as may be determined by the parties as specified herein. This right to access exists as long as the records are retained, which may exceed the required retention period or term of this Contract.

This access right is also intended to include interviews with board members, staff, parents, and third parties (including vendors who are providing services) of the Contractor concerning its LAC-QRIS operations. Failure or refusal to comply with the unlimited access requirement will result in such actions as may be deemed appropriate by LACOE.

The rights to any report, evaluation, book or any other material developed by the Contractor under the performance of this contract shall belong to LACOE and CDE.

5.2 Public Access

Contractor shall provide reasonable public access to information and to the Contractor's records pertaining to the LAC-QRIS program. LACOE shall not impose terms which limit public access to records except after a determination by LACOE that records must be kept confidential and would have been exempted from disclosure under California's Public Records Act or other applicable provision of law. This Section only requires Contractor to permit public access to the Contractor's records as specifically required by this Contract or other appropriate law and regulation.

6. ORDER OF PRECEDENCE

The terms and conditions of this Contract are subject to applicable State laws and regulations and the LACOE contract. In the event of a conflict, the following order of precedence shall prevail, using the most restrictive law or regulation:

1. California Education Code Section 8203.1; State Budget Act 6110-196-0001
2. California Code of Regulations Titles 5 and 22
3. CDE Funding Terms and Conditions and Program Requirements for LAC-QRIS Program
4. Other funding or regulatory agency requirements that may be more restrictive, i.e., Health Department, Fire Department, Building and Safety Department, etc.

7. ENFORCEMENT SANCTIONS

7.1 Contractor's non-compliance with any of the terms of this Contract may result in LACOE imposing any of the following sanctions:

- a. Termination of CDE funding as awarded by this Contract.

LACOE may at any time advise Contractor in writing of its intent to terminate this Contract in whole or in part. The remedies of LACOE

set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or regulation.

- b. Complete or partial suspension or temporary withdrawal of Contractor's authority to obligate funds pending LACOE's determination of Contractor's compliance with Contract requirements.
- c. Reduction of budget.
- d. Withholding of "cash advance" disbursement.
- e. Disallowance of all or part of the cost of activity or action not in compliance.
- f. Increased reporting and prior approval requirements.
- g. Increased program monitoring by LACOE staff.
- h. Other sanctions allowed by law, regulations, or LACOE procedures

7.2 Fraud

Activities that are determined to be engaged in or are a party to instances of fraud as defined in this Contract, including, but not limited to, submitting erroneous reports to reflect compliance with the Contract terms and conditions, shall be subject to the Contract consequences defined in Section 7.1 above. All suspected acts of fraud shall be reported to CDE.

8. REPORTING REQUIREMENTS

Non-compliance with any of the reporting requirements noted herein and described in Exhibit E may result in any of the sanctions described above in Section 7 Enforcement Sanctions of this Contract.

8.1 Required Reports

Required financial reports to be submitted by Contractor, and the frequency of submission of such reports, are specified in Exhibit E. In addition to the fiscal report, the Contractor must provide from its accounting system (and that of its subcontractors, consultants, and/or independent contractors) ledgers statements, or its equivalent, listing expenditures charged against this Contract. The listing shall include, as a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid and vendor name. All requests for travel expenses shall be in accordance with the travel limits established by California Statutes and LACOE Administrative Regulation (AR) 3350. The fiscal report will be reconciled with supporting expenditure documentations.

In addition to the reporting requirements contained in the Contract, LACOE will periodically request proof of transaction (invoice, payroll register, vacancy reports, etc.) to evaluate the appropriateness of costs to the Contract pursuant to CDE guidelines as necessary. This information, if requested, must be provided within 30 calendar days of such request. The Contractor may also be required to submit a cost allocation plan to LACOE in support of its multipliers (overhead, indirect, general administrative costs and fringe benefits).

Other periodic reports may be required by LACOE as described under sanctions or as required by funding sources. These reports shall be submitted in accordance with instructions provided by LACOE. All reports shall be submitted on forms provided by LACOE, where such forms are applicable, and in the specified timeframe.

Contractor is required to track activity services as per the approved Exhibit A- Scope of Work. Contractor's quarterly and year-end report will be due to LACOE outlining key tasks and deliverables as specified in Exhibit E.

8.2 Delinquent/Incomplete Report Submission

Any incomplete forms, applications, requests, or reports will be returned to the Contractor within thirty (30) days or less from receipt thereof with an explanation of the incomplete non-compliance finding(s). Forms, applications, requests, or reports will not be processed until the incomplete non-compliant items are corrected, resubmitted within ten (10) working days from receipt, and approved.

B. CONTRACTORS' REQUIREMENTS

9. Contractor shall meet all objectives and activities as per approved Scope of Work in Exhibit A.

9.1 Based on the approved contract from CDE, Contractor will work with LACOE and LAUP to serve 70% of the CSSP providers (476) within the first eight (8) months of the project. The providers will be assigned to stages as depicted in the chart below. There will be an annual increase of 68 new providers and at least 20% of the providers in Stage 2 will move into Stage 3 (Sustainability) annually. It is the intent of the partners that no provider in Stage 2 will remain in this stage more than 2 years.

9.2 Use of Consultants, Subcontractors

Contractor is responsible for the selection, performance, and qualifications to provide services and payment to all consultants/subcontractors/independent contractors contracted by Contractor for all services provided in programmatic, fiscal or administrative areas. Contractor's consultants/subcontractors cannot be officers or employees of the Contractor or LACOE. Consultants must not function as Contractor's employees, per IRS publication 15A. The use of consultants/subcontractors/independent contractors must be necessary for the performance of goals and activities outlined in the approved Scope of Work and reasonably charged and approved by the Contractor.

9.3 Qualifications of Observers:

LAC-QRIS quality ratings will be completed by Contractor as specified in Exhibit A. After Year 2, Contractor will transition the assessment and rating work in-house and institutionalize it as a County service.

Qualifications of observers include the following:

- Complete training in Environmental Rating Scales Institute (ERSI) for Early Childhood Environment Rating Scale, Family Child Care Environment Rating Scale, and Infant Toddler Environment Rating Scale.
- Complete training in Classroom Assessment and Scoring System (CLASS) (Pre-K and Toddler) provided by Teach stone for observational measures.
- Reviewer's reliability is certified and s/he must complete an inter-rater reliability check with the Center for Improving Child Care Quality (CICCCQ) team's lead reviewer after every tenth quality review, or at least once every three months. For inter-rater reliability, reviewers must meet a minimum mean weighted Kappa (K) $\geq .70$ for each item of the measure.
- A Minimum of 70% reviewers' reliability on the Environment Rating Scale (ERS) and CLASS measures must be re-checked and certified every calendar year by ERSI and Teach stone.
- Reviewers evaluating documentation files as per the Quality Continuum Framework are also required to undergo an initial training to gain familiarity with the data collection tools being used to gather the

information. Thereafter, reviewers must establish inter-rater reliability with CICCQ's lead reviewer. Reliability on the documentation review is also checked every tenth review or at least once every three months and must be re-established at the beginning of the next contract period.

9.4 LAC-QRIS Leadership Team Meetings

Contractor and its subcontractors, as needed, will participate in the LAC-QRIS Leadership Team meetings, outreach and activities as requested.

9.5 Annual Evaluation

Contractor and its subcontractors shall participate in the LAC-QRIS annual evaluation. The annual evaluation may include surveys, focus groups, reflections on lessons learned and/or best practices, etc. via phone, email, and/or face-to-face.

C. LEGAL AND MANAGEMENT SYSTEMS RESPONSIBILITIES

10. EMPLOYEE FINGERPRINTING

10.1 At the time of the Contract award, and during the entire term of this Contract, Contractor, including all subcontractors, independent contractors, and/or consultants, shall fully comply with the provisions of Education Code Section 45125.1 when LACOE determines that the Contractor's employees and/or employees of subcontractors will have more than limited contact with minor children in the performance of work under the Contract.

10.2 Contractor shall:

- Provide for the submission of fingerprints of its employees, and the employees of all subcontractors who may have more than limited contact with minor children, to the California Department of Justice (CDOJ) in a manner authorized by the CDOJ.
- Keep, upon receipt from the CDOJ, such clearance documents on file and make them available for inspection by LACOE or its designee, upon request.
- Not permit any Contractor's employee, or employee of subcontractors, independent contractors, and/or consultants

to come in contact with minor children until CDOJ clearance is ascertained.

- Certify, in writing (Exhibit F), to the Los Angeles County Board of Education that no Contractor's employee or employee of subcontractors, independent contractors, and/or consultants who may come in contact with minor children has been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.
- Provide a list (to be submitted with Exhibit F), including periodic updates, of Contractor's employees' names and the names of Contractor's employees and employees of subcontractors, independent contractors, and/or consultants who have been cleared by the CDOJ and who may come in contact with minor children.
- If the Contractor fails or refuses to comply with this Section 9, LACOE reserves the right for immediate termination of the Contract for noncompliance.
- Complete and submit the "Contractor Certification Regarding Compliance with Fingerprinting Requirements," attached as Exhibit F, at the same time Contractor returns an executed copy of the Contract.

11. PROCUREMENT STANDARDS

Contractor shall be solely responsible for ensuring that entities with which it subcontracts are appropriately insured and licensed for the work to be performed. Any issues, claims, or consequences arising out of Contractor's failure to verify appropriate insurance and licenses shall be the sole responsibility of the Contractor.

Contractor shall purchase equipment and non-consumable supplies with LAC-QRIS funding and may purchase such equipment. Contractor must submit a Request for Advance Approval (RAA) to LACOE if being considered and LACOE must approve the identified funding prior to Contractor's purchasing the equipment. Inventory shall clearly identify the funding source for each item purchased.

Contractor shall obtain prior written approval from LACOE for the purchase of any unit of equipment over the threshold limit established by CDE (\$7,500 per unit item) or for renovation/alteration of facilities (\$5,000). If CDE approval is required prior to purchasing any unit of equipment or the

renovation/alteration of facilities, LACOE will determine if the cost of the equipment or renovation/alteration is allowable, reasonable and necessary and, upon such determination, LACOE will request from CDE prior written approval to purchase the equipment or for the renovation/alteration. Contractor may not purchase any unit of equipment or perform any renovation/alteration on any facility without prior written approval from LACOE. Any such purchase or renovation/alteration is subject to disallowance of all costs associated with the equipment purchase or renovation/alteration without prior written approval.

12. PROPERTY MANAGEMENT

12.1 Definitions

1. Equipment – Tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$7,500.00 or more per unit for purchases with LAC-QRIS funds.
2. Non-Consumable Supplies – Tangible personal property having a useful life of one (1) year or more and an acquisition cost of less than \$7,500 and more than \$1,000.00 per unit.
3. Supplies – Tangible personal property having a useful life of less than one year.
4. Replacement Equipment – Equipment purchased in exchange for an existing item of equipment through trade-in, sale, exchange, or other means.

12.2 Use of Equipment and Non-Consumable Supplies

1. Use by the Contractor – Contractor shall use the equipment and non-consumable supplies in the LAC-QRIS program as long as Contractor is contracted by LACOE to provide LAC-QRIS program services. If equipment and non-consumable supplies are no longer needed by the appropriate contracted program whose funds were used to purchase the equipment or supplies, the ownership of the equipment and non-consumable supplies shall be automatically and immediately transferred to LACOE for instructions regarding appropriate disposition.
2. Shared Use – Provided this contract remains in full force and effect and is not terminated sooner and with prior written approval of LACOE, the Contractor may make equipment and non-consumable supplies available for use in other projects currently or previously

supported by CDE, (first preference) or other State agencies, as long as there is no adverse impact on the LAC-QRIS program and with prior written approval of LACOE. Costs associated with the maintenance and upkeep of the shared use of equipment and non-consumable supplies shall be prorated between and among all projects sharing the equipment and non-consumable supplies.

3. Other Uses – Provided this contract is in full force and effect and with prior written approval from LACOE, Contractor may use the equipment and non-consumable supplies as specified herein part-time for other purposes. Any costs associated with the use of the equipment and non-consumable supplies for other purposes may not be charged to the LAC-QRIS program.
4. Under no circumstances shall Contractor maintain possession of any LAC-QRIS equipment or supplies if LACOE discontinues this contractual relationship with Contractor without prior written approval from LACOE.
5. If any equipment or supplies were purchased with funds from multiple sources, Contractor will identify all items so purchased and request disposition instructions from LACOE. If Contractor dispose of said items without LACOE approval, the cost of any such items so disposed are subject to disallowance.

12.3 Property Management and Control System

1. Contractor shall take a physical inventory annually and shall reconcile the property records maintained by the Contractor. The inventoried property will include all LAC-QRIS funded equipment. At minimum the inventory documentation must document the verification of the existence, current utilization, and continued need for the equipment. Contractor shall submit a comprehensive inventory report to LACOE using LACOE provided forms.
2. Contractor shall maintain a control system to ensure adequate safeguards to prevent loss, damage, or theft.
3. Contractor shall maintain adequate preventive maintenance and repair procedures to keep property in good working condition.
4. Disposition or transfer of property purchased with LAC-QRIS funds shall be determined by LACOE, when such equipment is no longer needed for LAC-QRIS purposes.

5. In addition to the above, LAC-QRIS programs funded by LACOE are informed that LACOE retains title to any equipment or supplies and that the equipment and non-consumable supplies shall immediately be returned to LACOE upon termination of Contractor's Contract.

13. FACILITIES OPERATED BY CONTRACTORS

Contractor shall maintain facilities, at Contractor's cost and expense during the entire term of this Contract. Contractor is solely responsible for all payments for facilities unless stipulated otherwise in writing by LACOE.

14. RECORD RETENTION

Each Contractor receiving funds from LACOE to provide LAC-QRIS services shall keep records related to the operation of the LAC-QRIS program for a period of five (5) years as required by the CDE.

15. COPELAND ACT

Contracts in excess of two thousand dollars and 00/100 (\$2,000.00) for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (29 CFR Part 5). All suspected or reported violations shall be reported to LACOE by Contractor. LACOE shall report any such suspected or reported violations to CDE.

16. COPYRIGHTS

The rights to any report, evaluation, book, or any other material developed by the Contractor under the performance of this contract shall belong to LACOE and CDE.

17. PUBLIC AND MEDIA RELATIONS

In all communications with the press, television, radio or any other means of communicating with the general public, Contractor shall make specific reference to LACOE as the sponsoring agency, which is funded by the California Department of Education and LAUP as the third partner on the LAC-QRIS. All contacts with the media relative to LAC-QRIS must be reported immediately by each Contractor to LACOE. It will be the responsibility of LACOE to follow-up as appropriate, or appoint a designee.

18. POST AWARD APPROVAL REQUIREMENTS – PROGRAMMATIC AND FISCAL

Program and fiscal changes requiring written post award approval from LACOE are specified in Exhibit A. Written approval shall be obtained prior to the implementation of any program or fiscal revision requiring same. Contractor's implementation of changes requiring post award approval prior to receipt of written approval from LACOE are subject to disallowance of costs incurred for such changes.

19. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, Contractor is an independent contractor and separate business entity, and its members and staff are not officers, employees or agents of LACOE. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees or agents of LACOE. LACOE does not assume any debt, obligation, or contracts of Contractor.

20. CONTRACTS WITH SUBCONTRACTORS

Contractor shall include the following paragraph in all contracts Contractor enters into for the purpose of subcontracting LAC-QRIS duties:

“Contractor is an independent contractor and separate business entity from LACOE. Contractor's board members and staff are not officers, employees or agents of LACOE. [Name of contractor] acknowledges that there is no employer-employee or principal-agency relationship between Contractor and LACOE. [Name of contractor] further acknowledges that this Contract does not create, and no actions of LACOE, Contractor, and/or [name of contractor] create, a contractual relationship, express or implied, between LACOE and [name of contractor].”

21. NO THIRD PARTY OBLIGATIONS

Contractor may not enter into any written or oral contracts for the operation of any part of the LAC-QRIS program without the prior written approval of LACOE.

22. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract through a Contract or

understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by Contractor for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at LACOE's sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

23. ASSIGNMENT OR TRANSFER

Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer, or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, Contractor shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of contractors or others whom Contractor intend to engage other than those identified in the approved application or amendments thereto, shall be submitted to LACOE for prior written approval.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or the public enemy, insurrection, acts of the Federal government or any unit of State or local government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. COMPLIANCE WITH LAW

Both parties shall comply with all applicable State, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Contractor warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

26. SEVERABILITY AND WAIVER

26.1 Severability

If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

26.2 Waiver

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

27. INTERPRETATION

The preparation of this Contract was developed with the input from both parties. This Contract and the provisions contained therein shall not be construed or interpreted for or against any party hereto because said party drafted or caused the party's legal representative to draft any of its provisions. The captions and headings of the various sections of this Contract are for the convenience and identification only and shall not be deemed to limit or define the content of the respective sections hereof.

28. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim, or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

29. INCORPORATED BY REFERENCE

Any exhibits, documents, manuals, etc. referenced herein shall be incorporated and made a part of this Contract.

30. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall

be read and enforced as though it were included herein.

31. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties, and obligations with respect to the transactions discussed in the Contract and supersedes all prior Contracts, understandings, and commitments, whether oral or written. Except as set forth in Section 2.2, Contract Amendments, and Sections 2.3 and 2.4, Revising Exhibits, this Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, properly signed and acknowledged by both of the parties hereto.

D. COMPLIANCES

32. PROHIBITION AGAINST USE OF FUNDS TO INFLUENCE LEGISLATION OR APPROPRIATIONS

The Federal Hatch Act requires that none of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any political activity or to further the election or defeat of any candidate for public office. No part of any funds under this Contract shall be used to pay the salary or expenses of any employee, Contractor, or agent acting for the Contractor to engage in any activity designed to influence legislation or appropriation pending before any State or Federal legislative body.

33. NONDISCRIMINATION

During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sec. 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, Section 7285 et seq.) the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Contract by

reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

Contractor shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Contract.

34. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AND WITH THE AMERICANS WITH DISABILITIES ACT

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any programs or activity receiving Federal financial assistance. In addition, each Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA).

35. COMPLIANCE WITH DRUG-FREE WORKPLACE ACT

Contractor must certify that it will provide a drug-free workplace in accordance with the provision of the Drug-Free Workplace Act of 1990. Contractor will do the following:

- (1) Require that each employee be given a copy of the statement of notification referenced below;
- (2) Publish a written statement notifying employees that the unlawful manufacture, distribution, possession or use of a controlled substance in the workplace is prohibited;
- (3) Require as a condition of employment, that each employee abide by the statement of notification and notify the Contractor of any conviction for a violation, occurring in the workplace; of a criminal drug statute; and
- (4) Establish an ongoing drug-free awareness program for employees.

36. DOMESTIC PARTNERS

For contracts over \$100,000, each Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- B. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or local), with commission of any of the offenses enumerated in Section B above, of this certification; and
- D. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or local) terminated for cause of default.

E. FISCAL RESPONSIBILITIES

38. PAYMENTS TO CONTRACTOR

The total amount of this contract is not to exceed Nine Hundred Ninety Four Thousand Thirty Dollars (\$994,030.00). For the performance of this Contract, Contractor shall be reimbursed by and/or receive advances (disbursements) from LACOE in a total amount not to exceed amount reflected in the Exhibit B2 for authorized expenses incurred pursuant to the budget attached hereto as Exhibit B2 Budget, and made a part of this Contract. LACOE is not obligated to reimburse and or advance Contractor for any program costs which exceed this amount. The total amount, however, is subject to adjustment by LACOE if the period of operation is less than the period specified, or if a substantial change is made in the Scope of Services that affects this Contract.

Funding is contingent upon availability of funds from CDE, annual budget approval, annual scope of work approval and continued compliance with all provisions of this Contract.

Upon Contractor's request, subject to LACOE's approval, LACOE may make monthly advance payments to Contractor in the amount of operating expenditures projected by the Contractor.

LACOE shall monitor quarterly expenditures of LAC-QRIS Services in accordance to Exhibit A Scope of Work and Exhibit C Performance Indicators.

Contractor will be reimbursed on a quarterly basis based on cost reports submitted for actual expenditures and LACOE approval.

LACOE may withhold, reduce or modify any disbursement, including the date of any such disbursement, if any contract term and condition is not fully met. Contractor will submit Quarterly cost report and final cost report to LACOE as required by Exhibit E of this Contract within twelve (12) calendar days of quarter's end. LACOE will reconcile the reported expenditures with prior advance payments to either reimburse or collect the difference to or from Contractor.

Monitoring of Disbursements

Disbursements may be used for allowable costs only. As stated in Section 21, CONTRACTOR must receive approval from LACOE prior to entering into contracts for purposes of the operation of any part of the LAC-QRIS program. Disbursements shall be monitored under the provisions of Section 8.1. Exhibit P provides guidance regarding allowable costs. This list is not exhaustive. If a cost is not included in Exhibit P, CONTRACTOR may submit a request for determination of whether the cost is allowable to LACOE. LACOE will respond in thirty (30) calendar of days with its decision.

In the event a disbursement is determined to be for a disallowed cost, the CONTRACTOR must repay the disallowed amount to LACOE within 45 days of notification that a cost is disallowed. Should LACOE take action to collect disallowed costs not paid by the CONTRACTOR, the CONTRACTOR shall reimburse LACOE for all costs associated with such action, including, but not limited to attorney's fees.

39. Travel and Per Diem Expenses

If Contractor is to be involved with travel, Contractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid

to the CDE's non-represented employees, computed in accordance with State Department of Personnel Administration regulations, Title II, California Code of Regulations, Subchapter I.

40. Limitation of Development and Administrative Costs

The costs of developing and administering a LAC-QRIS Services shall not exceed 8% of the total costs of the program. Costs in excess of the 8% limitation shall be disallowed unless prior written approval is received from LACOE.

Documentation supporting the allocation of costs to the administrative and programmatic areas, including rationale statements, shall be developed and maintained by Contractor. In instances where actual administrative costs are claimed at percentage rates that differ from the original approved budgetary percentages, Contractor shall submit documentation of actual, as opposed to budgeted costs, and a rationale statement with the Supplemental Report of Costs.

41. ANNUAL AUDIT OF PROGRAMS

The combined program compliance and financial audit shall include tests to determine that the requirements of all State laws and regulations have been met. The audit shall cover Contractor's prior budget period to determine: (1) whether the financial statements fairly present the financial position of the Contractor; (2) whether the Contractor are complying with the terms and conditions of this Contract and all exhibits; and, (3) whether appropriate written financial and administrative procedures and internal controls have been implemented, and are operating effectively; and (4) whether the governing bodies maintained appropriate oversight of the LAC-QRIS program to safeguard state assets.

LACOE shall monitor the audit reports of Contractor; assure compliance with all audit provisions; assure timely and appropriate corrective action is taken on all audit findings and recommendations in instances of non-compliance with State laws and regulations; and, determine whether Contractor spent LAC-QRIS funds in accordance with applicable laws and regulations. Any area of non-compliance will result in disallowance of inappropriate expenditures; if appropriate, and any other remedy available to LACOE until the non-compliance issue is resolved to the satisfaction of LACOE. If such an event occurs, LACOE is not responsible for any debts or liabilities of Contractor that continue unpaid resulting from, during, or relating to actions taken by LACOE.

Contractor must submit copies of the independent audit for each contract year to LACOE as appropriate. Contractor must notify their independent auditors,

in writing, of this requirement and submit a copy of the notice to the Assistant Director, Fiscal Controls & Accountability (FCA), Head Start-State Preschool Division, LACOE.

42. REVIEWS

42.1 Ongoing Monitoring by LACOE

LACOE will perform program and fiscal reviews and/or audits or other such reviews, including all program areas, fiscal management and facilities, as necessary or required. Audits and/or reviews shall be conducted in conformance with the written procedures covering such audits/reviews established by LACOE. Failure by Contractor to allow and fully cooperate with such audits or reviews may result in LACOE taking such remedies available to it. If such an event occurs, LACOE is not responsible for any debts or liabilities of the Contractor that continue unpaid resulting from, during, or relating to LACOE's actions.

1. Contractor will develop and implement a comprehensive procedure to conduct ongoing monitoring of their own program services, subcontractors, fiscal operations and management systems. The plan should include systems for overseeing, tracking and protecting funds allocated by LACOE for LAC-QRIS operations and program support for CSSP providers.
2. Monitoring may be conducted using a collaborative team approach between LACOE and Contractor.
3. Contractor is required to have ongoing monitoring activities to ensure that activities are being conducted effectively. When areas of non-compliance are identified, corrective action must be taken.
4. Contractor to provide access to LACOE staff to conduct regular site visits of Contractor's ongoing monitoring of their program services, fiscal cooperation, and all management systems.
5. LACOE shall review each program, function and activity to assure that adequate progress is being made in the implementation of program plans and accomplishment of goals and objectives.

F. SPECIAL CONDITIONS

LACOE may impose any conditions that are required by the CDE and attached to its contract with LACOE if such conditions impact or are required of each Contractor in order to further implement this contract.

G. INSURANCE REQUIREMENTS

43. INDEMNIFICATION

Except for the sole negligence of LACOE, Contractor agrees to defend, indemnify, save, and hold harmless LACOE, its Governing Board and commissions and the individuals thereof, and all its officers, agents, employees, representatives, and volunteers (collectively hereinafter referred to as LACOE) from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in connection to any injury, damage, or loss (including, but not limited to, bodily injury, death, personal injury, property damage, or any other type of loss) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including LACOE) arising out of, or caused by, or incidental to, or occurring as a result of, or relating to the performance or nonperformance of services, operations, duties, and other obligations of Contractor, its officers, agents, employees, representatives, and subcontractors pertaining to this Contract.

Contractor acknowledges that LACOE may select defense counsel of its choosing for the purposes of its legal representation in a lawsuit brought by a third party in which Contractor is required to defend the interests of LACOE.

The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage.

43.1 Subrogation

Contractor further agrees to waive all rights of subrogation against LACOE for all loss, cost, and expense (including, but not by way of limitation, fees and court costs) arising out of any liability or claim of liability for injury (including death), damage, or loss sustained or claimed to have been sustained arising out of, or incidental to, or occurring as a result of LACOE's performance or failure to perform services, duties, and other obligations pertaining to this Contract.

43.2 Holding LACOE Harmless

Contractor agrees to defend, indemnify, and hold harmless LACOE and the State of California, their officers, agents, and employees from

any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Contractor in the performance of this Contract.

Contractor agrees to require all subcontractors and/or independent contractors to include the following language in its contract with Contractor:

[Name of sub/independent contractor] agrees to defend, indemnify, and hold harmless LACOE and the State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Contractor in the performance of this Contract.

44. INSURANCE REQUIREMENTS

This contract is by and between LACOE and the Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership joint venture, or association as between LACOE and Contractor. Contractor understands and agrees that all persons furnishing services pursuant to this contract are, for purposes of workers' compensation and employment practices liability, employees solely of Contractor and not of LACOE.

Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits and any benefits pursuant to employment practices liability to any person for claims arising from or connected with services performed pursuant to this Contract. Contractor shall defend and indemnify LACOE for any such demand, debt, lien, claim, loss, damage, liability, cost, expense (including, but not by way of limitation, fees and costs actually incurred, whether or not litigation has commenced), judgment or obligation, action, or cause of action whatsoever related to workers' compensation or employment practices liability.

Without limiting the Contractor's indemnification of LACOE and as a

material condition of this Contract, Contractor shall procure and maintain for the duration of the Contract, and any extended period thereof, insurance with limits, coverage, terms, and conditions at least as broad as shown below.

The insurance requirements set forth below may be met by a self-insured or partially self-insured program, provided that specifics of such a program are submitted to and approved by LACOE. Contractor shall maintain insurance limits no less than those specified in Section 39.1 below.

44.1 Minimum Scope and Limits of Insurance

(Coverage shall be at least as broad as specified below)

44.1.1. Commercial General Liability Insurance

Commercial General Liability Insurance "occurrence" form to provide defense and indemnity coverage to the Contractor, its employees, and LACOE for liability for bodily injury, personal injury, and property damage arising from, including, but not limited to, premises and operations, contractual liability, use of independent contractors, products and completed operations, broad form property damage, and broad form liability with a combined single limit of \$1,000,000 per occurrence. The general aggregate limit shall apply separately to this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be endorsed to name LACOE as additional insured.

44.1.2. Automobile Liability Insurance

Automobile Liability Insurance to provide defense and indemnity coverage to Contractor, its employees, and LACOE for liability for bodily injury and property damage with a combined single limit of \$1,000,000 per accident to cover owned, non-owned, and hired automobiles if automobiles are used in the operation of program activities. The general aggregate limit shall apply separately to this Contract or the general aggregate shall be twice the required per accident limit. The policy shall be endorsed to name LACOE as additional insured.

44.1.3 Directors & Officers (D & O) Liability Insurance

Directors & Officers (D & O) Liability Insurance to provide coverage for defense and loss to the Contractor and past, current,

or future employees, officers and directors in the amount of \$1,000,000. The policy period aggregate limit shall apply separately to this Contract or the policy period shall be twice the required per occurrence limit. The policy shall be endorsed to provide coverage for prior acts. If the policy is written on a claim-made form, the policy shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.

44.1.4. Employment Practices Liability Insurance

Employment Practices Liability Insurance to provide coverage for defense and damages to the Contractor and its employees for allegations, claims, or lawsuits involving employment practices (including, but not limited to, discrimination, wrongful termination, harassment (including sexual), emotional distress, mental anguish, or retaliation), brought by past, current, or future employees in the amount of \$1,000,000. The policy shall be endorsed to provide coverage for prior acts. If the policy is written on a claims made form, the policy shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.

44.1.5 Professional Liability Insurance

Professional Liability Insurance to provide coverage for defense and damages to the Contractor and its employees for negligent acts, errors, and omissions with a limit of liability of \$1,000,000 each incident. The general aggregate limit shall apply separately to this Contract or the general aggregate shall be twice the required per incident limit. The policy shall be endorsed to provide coverage for prior acts. If the policy is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.

44.1.6 Workers' Compensation Insurance

Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers' Liability insurance for bodily injury by: (1) accident with limits of \$1,000,000 each accident; (2) disease with limits of \$1,000,000 per policy limit; and (3) disease with limits of \$1,000,000 each employee.

44.1.7 Commercial All Risk Property Insurance

Commercial All Risk Property Insurance for building and personal property for full replacement cost if Head Start funds are used to purchase, lease, or rent property. A "loss payee clause" covering the interest of LACOE shall be added onto the policy.

44.1.8 Automobile Comprehensive and Collision Physical Damage

Automobile Comprehensive and Collision Physical Damage Insurance for automobiles that are purchased, leased, or rented with Head Start funds. Contractor may commercially insure this risk or self-insure this risk. If commercial insurance is purchased, a "loss payee" endorsement covering the interest of LACOE shall be added onto the policy.

44.1.9 Commercial Crime Insurance

Commercial Crime Insurance, including coverage for blanket employee dishonesty, theft, disappearance and destruction, forgery or alteration, and computer fraud in the amount of \$100,000 covering any and all principals, officers, employees, and agents involved in the performance of this Contract. A "third party clause" covering the interest of LACOE shall be added onto the policy.

44.1.10 Student Accident Insurance

For Private Non-Profit Agencies, Student Accident Insurance with a limit of no less than \$10,000 per accident, with no deductible, covering students for accidental death, dismemberment and loss of sight benefits, and hospital and professional medical expense benefits for all programs and activities sponsored directly or indirectly by the Contractor, including travel to and from programs and activities.

For Local Governments, LACOE will purchase Student Accident Insurance for Contractor and charge back Contractor the cost for insurance.

44.1.11 Sexual Abuse or Molestation

Sexual Molestation and Abuse coverage with minimum limits of

\$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

44.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LACOE. At the option of LACOE, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to LACOE, its officers, officials, employees, and volunteers; or Contractor shall provide a financial guarantee satisfactory to LACOE guaranteeing payment of losses and related investigations, claims administration and defense expenses, such as purchase of a bond or irrevocable letter of credit.

44.3 Other Insurance Provisions

44.3.1 Additional Insured

LACOE shall be named as an additional insured on the Comprehensive General Liability and Business Automobile Liability policies. LACOE shall be named as loss payee on the Commercial Property and Commercial Crime policies as LACOE's interest may appear.

44.3.2 Primary Insurer

Contractor's insurance coverage shall be primary insurance as respects LACOE. Any insurance or self-insurance maintained by LACOE shall be excess of the Contractor's insurance and shall not contribute to it.

Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Each insurance policy required by this Contract shall be endorsed to state that "except for non-payment of premium, in which case ten (10) calendar days' notice of cancellation shall be given, coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) calendar day's prior written notice by certified mail, return receipt requested, has been given to LACOE.

44.3.3 Insurers Admitted in State of California

Insurance shall be placed with insurers admitted in the State of California and having a "Best Rating" of no less than A. Deviations from this requirement must be declared to and approved by LACOE.

44.3.4 Furnishing LACOE with Certificates of Insurance

Contractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

44.3.5 Maintaining Insurance for Contractor

Contractor shall cause all subcontractors to procure and maintain, for the duration of any work, services or operations performed, insurance to cover claims for injuries (including death), damage, or loss that may arise from or in connection with the performance or nonperformance of work, services, or operations by the subcontractor or any of its officers, agents, employees, representatives, or volunteers. ADD LIMITS OF INSURANCE COVERAGE FOR SUBCONTRACTORS SHALL BE THE EQUIVALENT TO THAT OF THE CONTRACTOR

44.3.6 Certificate of Insurance and Endorsements

Contractor shall mail Certificate of Insurance and Endorsements to the addresses as shown below:

Los Angeles County Office of Education
Insurance Compliance
PO BOX 12010-LA
Hemet, CA 92546-8010

Los Angeles County Office of Education
Head Start-State Preschool
Fiscal Controls & Accountability (FCA) Unit
10100 Pioneer Blvd. #325
Santa Fe Springs, CA 90670

Los Angeles County Office of Education
Contracts Unit
9300 Imperial Highway, ECW Room 153
Downey, CA 90242

45. FAILURE TO COMPLY

In the event Contractor fails to perform in accordance with the indemnification and/or insurance clauses of this Contract, or breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education, and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance by the Contractor.

46. TERM OF INDEMNIFICATION AND INSURANCE

The requirements of Section 43, Indemnification, Section 44, Insurance Requirement, and Section 45, Failure to Comply, shall survive the termination or expiration of this Contract. Contractor is responsible for any claims made within Contract period regardless of when claim is filed, as required by occurrence form. Such responsibility includes, but not by way of limitation, liability for any fees and costs actually incurred (whether or not litigation has commenced), judgment or obligation, action or cause of action whatsoever, arising out of or in connection with the performance or nonperformance of services, operations, duties, or other obligations of Contractor .

Sections 43, 44, and 45, as well as any term of this Contract that expressly extend or by their nature should extend beyond termination or expiration of this Contract, will survive and continue in full force and effect after any termination or expiration of this contract.

47. NOTIFICATION OF CLAIMS

47.1 Incidents of Injury and Death

Contractor shall immediately notify LACOE within twenty-four (24) hours, in writing, of any and all incidents that result in a serious injury to a child, staff member, volunteer, or other persons, and the time, place, and circumstances thereof, including identification of witnesses, if known.

47.2 Litigation – Potential and Actual

47.2.1 Copy of Legal Documents

A copy of any and all demands, charges, notices, claims, summonses, complaints, or other similar legal documents received by Contractor in connection with the services or operations pertaining to this Contract shall be forwarded to LACOE's Risk Manager within twenty-four (24) hours.

47.2.2 Contractor Claims

As a result of loss, damage, or theft, the Contractor shall file a claim with its insurance carrier and submit written notice within ten (10) working days to LACOE's Risk Manager of Contractor's notification to its insurance carrier.

H. **NOTICES, CONFLICT RESOLUTION AND TERMINATION REQUIREMENTS**

48. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party to whom intended. The representatives of the parties who are authorized to administer this Contract and to whom notices should be sent are as follows:

48.1 LACOE's address is:

LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway
Downey, California 90242-2890

The representatives of LACOE shall be:

PROGRAM MANAGEMENT

Executive Director, Business and Finance

Division Director
Head Start/State Preschool Division

CONTRACTS MANAGEMENT

Administrative Services Manager
Controller's Office

FINANCIAL MANAGEMENT

Financial Operations
Consultant
Controller's Office

OPERATIONS

Assistant Director
Administrative Services
Controller's Office

48.2 The representatives of Contractor shall be:

Contractor shall notify LACOE, in writing, within fifteen (15) calendar days of any change in assignment, anticipated change in assignment, or upon the pending vacancy of the above-referenced representatives.

49. CONFLICT RESOLUTION

49.1 Remedies

Non-compliance with any part of this Contract may result in any appropriate action by LACOE, including those identified in Section 7, Enforcement Sanctions, until complete resolution of the issue(s). If such an event occurs, LACOE is not responsible for any debts or liabilities of Contractor that continue unpaid resulting from, during, or relating to remedies imposed by LACOE.

50. TERMINATION OF CONTRACTOR CONTRACT

50.1 Termination – Scope

LACOE may at any time terminate this Contract, in whole or part, but only as permitted by state statute and regulation. The rights and remedies of LACOE set forth in the "Termination" Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

50.2 Termination for Default

50.2.1 Default

LACOE may terminate this Contract due to Contractor's default if (a) a Federal or State proceeding for the relief of debtors is undertaken by or against Contractor ; or, (b) a receiver or trustee is appointed for Contractor ; or (c) Contractor makes an assignment for the benefit of its creditors; or (d) Contractor becomes insolvent, which shall be deemed to have occurred if Contractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not Contractor has committed the act of bankruptcy or is considered insolvent within the meaning of the Federal bankruptcy law.

50.2.2 Material Breach

LACOE may terminate this Contract if Contractor breaches any material term or violates any material provision of this Contract and does not cure such breach or violation within ten (10) calendar days after delivery by LACOE of a written "Notice of Cure Deficiency."

50.2.3 Termination Due to Contractor Unable or Unwilling to Comply

If Contractor is unable or unwilling to comply with established or additional requirements as may be lawfully applied by CDE to the grant and to LACOE, LACOE shall terminate this Contract by giving written notice to Contractor signifying the termination date as may be lawfully applied by CDE to LACOE. In this event, LACOE may require Contractor to comply with arrangements that have been made for the transfer of the LAC-QRIS program and ensure all assets (equipment, and supplies) of said program(s) are

transferred to another Contractor, to LACOE or to another CDE designated grantee pursuant to LACOE instructions. In the event of any termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by Contractor under this Contract shall be disposed of according to LACOE written procedures. Notwithstanding the above, Contractor shall not be relieved of liability to LACOE for damages sustained by LACOE by virtue of any breach of the Contract by Contractor or other third parties, and LACOE may withhold any reimbursement to Contractor for the purpose of offset until such time as the exact amount of damages due to LACOE from Contractor is determined by LACOE.

50.2.4 Termination for Cause

If LACOE elects to terminate this Contract, such termination shall be effective upon delivery of a written Notice of Termination to Contractor. The Notice of Termination shall state the reasons for the termination and the effective date prior to expiration of the operating period of this contract. If no date is provided, termination is effective upon delivery of Notice. LACOE shall pay Contractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, Contractor shall have no further claims against LACOE under this Contract.

51. AGENCY AUTHORIZED SIGNATORIES

Contractor must submit to the Assistant Director, Fiscal Controls & Accountability, by August 1 of each year, a list of Contractor board members and staff authorized to sign on behalf of Contractor for certain binding documents. The list should indicate the individual's typed name, his/her signature, position with Contractor, and the documents authorized to sign: Contract, RAA/BAR forms, independent contractor contracts, purchase orders, checks, and warrants (including payroll), etc.

52. SURVIVAL

Sections 43, 44, and 45 as well as any terms of this Contract that expressly extend or by their nature should extend beyond termination or expiration of

this Contract, will survive and continue in full force and effect after any termination or expiration of this contract.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

LOS ANGELES COUNTY CHIEF
EXECUTIVE OFFICE/ OFFICE OF
CHILD CARE

By *Patricia Smith*
Patricia Smith
Executive Director
Business and Finance

By *Sachi Hamai*
Sachi Hamai
Interim Chief Executive Officer

Date 10/7/15
lm 6-12
Report 7/6/15

Date _____

Indicate Federal Tax I.D. Number:

95-6000927

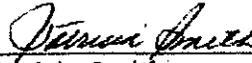
APPROVED AS TO FORM:

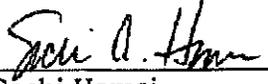
By *Tahira Khan*
Deputy

this Contract, will survive and continue in full force and effect after any termination or expiration of this contract.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

LOS ANGELES COUNTY CHIEF
EXECUTIVE OFFICE/ OFFICE OF
CHILD CARE

By 
Patricia Smith
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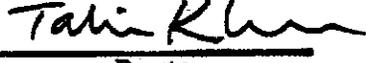
Date 10/2/15
lm 6-12
Report 7/6/15

Date 09/08/15

Indicate Federal Tax I.D. Number:

95-6000927

APPROVED AS TO FORM:

By 
Deputy

**LOS ANGELES COUNTY OFFICE OF CHILD CARE
LAC-QRIS SCOPE OF WORK AND START-UP
YEAR ONE**

May 2015 - DECEMBER 2015

Objectives <i>Include what is the main objective to be accomplished</i>	Activities/Sub-tasks <i>Indicate the key activities leading to the fulfillment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	Staff Lead <i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	Timeline <i>Indicate start and end period.</i>	Deliverables <i>Indicate what evidence of completion will be submitted to support project payment.</i>
Participate on the LAC-QRIS LT to create the implementation plan.	<ul style="list-style-type: none"> • Participate in LT meetings • Prepare OCC Scope of Work 	OCC – Chief Program Specialist	May 1, 2015 December, 2015	Scope of Work Standard Operating Procedural manual (assigned sections) due by May 30, 2015
Contract with LACOE	<ul style="list-style-type: none"> • Submit final SOW to LACOE • Process contract within OCC • Prepare mid and final reports and submit to LACOE 	OCC – Chief Program Specialist	May 1, 2015 – Aug 1, 2015	Signed Contract Quarterly Program and Fiscal reports as per LACOE guidelines

**LOS ANGELES COUNTY OFFICE OF CHILD CARE
LAC-QRIS SCOPE OF WORK AND START-UP
YEAR ONE
May 2015 - DECEMBER 2015**

Objectives <i>Include what is the main objective to be accomplished</i>	Activities/Sub-tasks <i>Indicate the key activities leading to the fulfillment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	Staff Lead <i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	Timeline <i>Indicate start and end period.</i>	Deliverables <i>Indicate what evidence of completion will be submitted to support project payment.</i>
Recruit and hire staff for QR	Create job descriptions: <ul style="list-style-type: none"> • Special Services Assistant III • Chief Program Specialist* • Program Specialist IV • Program Specialist III • Program Specialist I (3) • Senior Typist Clerk (2) • Fiscal Lead • Fiscal Program Specialist II 	OCC – Chief Program Specialist	May 1, 2015 – Dec 31, 2015	Assessment Staff Lead Hired* Vacancy reports included in the quarterly updates

**LOS ANGELES COUNTY OFFICE OF CHILD CARE
LAC-QRIS SCOPE OF WORK AND START-UP
YEAR ONE**

May 2015 - DECEMBER 2015

Objectives <i>Include what is the main objective to be accomplished</i>	Activities/Sub-tasks <i>Indicate the key activities leading to the fulfillment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	Staff Lead <i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	Timeline <i>Indicate start and end period.</i>	Deliverables <i>Indicate what evidence of completion will be submitted to support project payment.</i>
Contract with UCLA	<ul style="list-style-type: none"> • Prepare contract to include provider observations using ERS/CLASS, portfolio and file reviews • Review and approve contract language • Submit contract for UCLA's review and approval • Approve and monitor UCLA contract 	OCC – Chief Program Specialist	May 1, 2015 – Aug 1, 2015	Share draft contract with LACOE before finalizing contract. Contract with UCLA executed Submit quarterly reports to LACOE
QRIS outreach for new providers or partner	<ul style="list-style-type: none"> • Participate in outreach of new providers and/or partners. (The goal is to have at least 2 of the 3 partners represented at each outreach presentation. and program recruitment meetings 	OCC – Chief Program Specialist Special Services Assistant III	Aug 1, 2015 – Dec 31, 2015	Outreach calendar/log submitted in the quarterly reports.

**LOS ANGELES COUNTY OFFICE OF CHILD CARE
LAC-QRIS SCOPE OF WORK AND START-UP**

YEAR ONE

May 2015 - DECEMBER 2015

<p align="center">Objectives</p> <p align="center"><i>Include what is the main objective to be accomplished</i></p>	<p align="center">Activities/Sub-tasks</p> <p align="center"><i>Indicate the key activities leading to the fulfillment of the objective. Include in chronological order. Include frequency or quantity of activities.</i></p>	<p align="center">Staff Lead</p> <p align="center"><i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i></p>	<p align="center">Timeline</p> <p align="center"><i>Indicate start and end period.</i></p>	<p align="center">Deliverables</p> <p align="center"><i>Indicate what evidence of completion will be submitted to support project payment.</i></p>
<p>Create and process provider application materials</p>	<ul style="list-style-type: none"> • Work with LT to create the process and protocol for posting, collecting and processing provider application process, including the Letter of Intent to apply and the application. • Post application materials on line • Accept and process provider application materials • Implement orientation sessions for new providers • Work with LT to create the provider contract process and protocol. 	<p>OCC – Chief Program Specialist Program Specialist III Program Specialist I</p>	<p>Aug 1, 2015 – Dec 31, 2015</p>	<p>115 applications reviewed Share monthly updates with LT on number of provider contracts processed to-date.</p>

**LOS ANGELES COUNTY OFFICE OF CHILD CARE
LAC-QRIS SCOPE OF WORK AND START-UP**

YEAR ONE

May 2015 - DECEMBER 2015

Objectives <i>Include what is the main objective to be accomplished</i>	Activities/Sub-tasks <i>Indicate the key activities leading to the fulfillment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	Staff Lead <i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	Timeline <i>Indicate start and end period.</i>	Deliverables <i>Indicate what evidence of completion will be submitted to support project payment.</i>
Collect Provider licensing history for last 12 months	<ul style="list-style-type: none"> • Complete Licensing Verification forms • Submits forms to Licensing identify issues listed in required categories • Licensing returns forms to OCC • Conference with LACOE Head Start regarding license standing 	OCC – Chief Program Specialist Program Specialist III	Aug 1, 2015 – Dec 31, 2015	Licensing history collected Agendas/Correspondence of mtgs with LACOE HS
Assessments and Data collection begins	<ul style="list-style-type: none"> • Provide electronic files Enter information into QRIS database • Schedule assessments visits • Review results 	OCC – Chief Program Specialist	Sept 1, 2015 – Dec 31, 2015	QRIS Database updated 92 fully-rated providers Self-assessment (proportional sample) 48 FCC providers

**LOS ANGELES COUNTY OFFICE OF CHILD CARE
LAC-QRIS SCOPE OF WORK AND START-UP**

YEAR ONE

May 2015 - DECEMBER 2015

<p>Objectives <i>Include what is the main objective to be accomplished</i></p>	<p>Activities/Sub-tasks <i>Indicate the key activities leading to the fulfillment of the objective. Include in chronological order. Include frequency or quantity of activities.</i></p>	<p>Staff Lead <i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i></p>	<p>Timeline <i>Indicate start and end period.</i></p>	<p>Deliverables <i>Indicate what evidence of completion will be submitted to support project payment.</i></p>
<p>Transition fully-rated providers to LAUP for Capacity-building support.</p>	<ul style="list-style-type: none"> • Work with LT to create the transition of providers to LAUP • Prepare assessment summary report, rating results, and overall rating "certificate" and send electronic reports to LAUP • Send rating certificate to provider 	<p>OCC – Chief Program Specialist</p>	<p>Oct 15, 2015 – Dec 31, 2015</p>	<p>Number of providers transitioned to LAUP with report Number of certificates sent to providers</p>

**LOS ANGELES COUNTY OFFICE OF CHILD CARE
LAC-QRIS SCOPE OF WORK AND START-UP**

YEAR ONE

May 2015 - DECEMBER 2015

<p align="center">Objectives</p> <p align="center"><i>Include what is the main objective to be accomplished</i></p>	<p align="center">Activities/Sub-tasks</p> <p align="center"><i>Indicate the key activities leading to the fulfillment of the objective. Include in chronological order. Include frequency or quantity of activities.</i></p>	<p align="center">Staff Lead</p> <p align="center"><i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i></p>	<p align="center">Timeline</p> <p align="center"><i>Indicate start and end period.</i></p>	<p align="center">Deliverables</p> <p align="center"><i>Indicate what evidence of completion will be submitted to support project payment.</i></p>
<p>Participate in the LAC-QRIS annual evaluation</p>	<ul style="list-style-type: none"> • Participate in meetings and discussions regarding the design of the LAC-QRIS evaluation. • Participate in evaluation of the LAC-QRIS. • Ensure that CCALA participates in the annual evaluation. 	<p>OCC – Chief Program Specialist</p>	<p>June 15, 2015 – Dec 31, 2015</p>	<p>Evaluation participation log</p> <p>Completed reflections, surveys, etc.</p>

Los Angeles County Office of Education
 California State Preschool Program (CSPP) - QRIS Block Grant
 5/1/2015 - 12/31/2015

Delegate Agency Name: Los Angeles Office of Child Care (OCC) Program: CSPP-QRIS Date Prepared: June 11, 2015

	PERSONNEL 1000	FRINGE BENEFITS 2000	TRAVEL 3000	EQUIPMENT 4000	SUPPLIES 5000	CONTRACTS 6000	INCENTIVES 7000	OTHER COSTS 8000	INDIRECT COSTS	TOTAL
State Preschool-QRIS Block Grant Approved Application	\$ 188,520	\$ 88,472	\$ 5,000	\$ -	\$ 30,105	\$ 654,474	\$ -	\$ 5,300	\$ 22,159	\$ 994,030
Total State Preschool-QRIS Block Grant	\$ 188,520	\$ 88,472	\$ 5,000	\$ -	\$ 30,105	\$ 654,474	\$ -	\$ 5,300	\$ 22,159	\$ 994,030

Patricia A. Smith
 Patricia Smith, Executive Director of Business and Finance
 Date: 6/12/15

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Exhibit C
LAOCC Performance Indicators (PI) for LAC-QRIS
May 1, 2015- December 2015

1. By May 30, 2015, Contractor must submit to LACOE a copy of the **Standard Operating Procedures** that describes in detail the processes, protocols and tools used for implementing the following:
 - a) **Outreach and recruitment of providers**
 - b) **Assessment and Rating Plan**
 - c) **Transition Plan with LAUP to share rating scores for capacity-building**
 - d) **Monitoring of subcontractor operations and budget**

2. By May 30, 2015, and each month thereafter, contractor to share **monthly reports on the following:**
 - a) **Participation on the QRIS LT and activities, including outreach**
 - b) **Number of provider contracts processed and assessed to-date.**
 - c) **Staffing hires and vacancies**
 - d) **Detailed fiscal and operational updates for both OCC and UCLA outlining dollars spent and activities rendered to-date**

3. By June 30, 2015, Contractor to have a draft contract with UCLA their subcontractor submitted to LACOE for approval.

4. By July 10, 2015, submit a yearly **financial and program progress report** to LACOE for the period *5/1/15-6/30/15*.

5. By August 1, 2015, Contractor will begin the **implementation of the approved Scope of Work/Start up Plan** and ensure that all timelines, deliverables and performance indicators are met.

6. By December 2015, Contractor to have participated in a minimum of **2 outreach presentations** per month with the QRIS LT/Consortium.

7. By December 30, 2105, Contractor to have reviewed a **minimum of 115 providers applications for licensing history.**

8. By December 30, 2105, Contractor to have reviewed files for **92 fully-rated providers self-assessment** (proportional sample).

9. By December 30, 2015, Contractor to have issued ratings to **92 providers and 48 FCCS in Stage I** assessment and transitioned ratings to LAUP. (See Exhibit A.)

10. By December 30, 2105, Contractor to have participated in the **evaluation design and implementation of the LAC-QRIS evaluation plan.**

Form C. Los Angeles County-Quality Rating and Improvement System

II. The Consortium's Quality Rating and Improvement System

A. An Overview of the consortium's current Quality Rating and Improvement System (LACQRIS) Please provide a brief summary of the consortium's LACQRIS.

The Los Angeles County Office of Education is proposing to partner with the existing Quality Rating and Improvement System Consortium members to implement a countywide QRIS system.

The Los Angeles County Quality Rating and Improvement System (LAC-QRIS) Consortium includes the Los Angeles County Office of Education (LACOE), the Los Angeles Universal Preschool (LAUP), and the LA County Office of Child Care (OCC). Both OCC and LAUP are currently operating QRIS as a part of California's Race to the Top-Early Learning Challenge (RTT-ELC) The following briefly summarizes the QRIS currently operated by the OCC and LAUP:

- Licensed child care centers and family child care homes are recruited to participate
- Programs submit an application and their licensing history is verified
- Programs receive a Time 1 rating using the RTT-ELC developed Tiered Rating Matrix
- Results of the rating are used to inform coaching services, professional development, and program quality improvement incentives to help providers obtain a Tier 4 or 5 rating
- A Time 2 rating is conducted after two years of participation and initial rating
- Results are once again used to inform coaching, professional development, and program quality improvement incentives

This proposal will align Los Angeles County's two quality rating systems into one. The LAC-QRIS Consortium functions will be assigned as follows:

- LACOE will be responsible for administrative oversight, county outreach, and program monitoring and evaluation of the LAC-QRIS Block Grant award
- OCC will be responsible for pre-assessment, verifying licensing history of applicants, conducting ratings, and sharing rating results with LAC-QRIS stakeholders, as well as recruiting providers.
- LAUP will be responsible for working with OCC and providers to develop a Program Improvement Plan which will include training, technical assistance, and coaching support. LAUP will also administer improvement and sustainability incentives and awards, as well as recruiting providers.

The LAC-QRIS proposes to serve 70% of the eligible 680 California State Preschool Program (CSPP) providers throughout the County in the initial implementation with a gradual increase in services over a four year period to include 100% of the providers. LAC-QRIS will utilize a three

Form C. Los Angeles County-Quality Rating and Improvement System

stage approach to implement the project:

Stage 1 – Pre-assessment includes providers who have never received an initial rating. The OCC will conduct an initial assessment and rating of the selected providers. This stage will meet the intent of the funding requirement whereby no more than 20% of funds will be utilized for assessment and rating.

Stage 2 – Quality Improvement and Capacity Building includes providers who have received a tier rating of 1, 2 or 3 and require assistance to reach a rating of 4 or 5. This stage is implemented by LAUP and will include training, materials, and coaching and mentoring to assist the provider in closing the gaps and strengthening the program implementation to gain a higher rating. Providers in this stage will receive a secondary assessment and rating after two years of capacity-building support.

Additionally, providers in this stage that received the initial rating and some capacity-building support from RTT-ELC QRIS will only receive coaching through this grant. Coaching support is not provided through existing RTT-ELC QRIS funds, therefore this project will not supplant dollars.

Stage 3 – Sustainability includes providers that have received a tier rating of 4 or 5. These providers will receive financial incentives to assist them in maintaining the 4 or 5 rating. Stages 2 and 3 will meet the funding requirement of at least 80% of funds to be allocated to quality improvement.

Within the first eight (8) months of the project, 70% of the providers (476) will be included. The providers will be assigned to stages as depicted in the chart below. There will be an annual increase of 68 new providers and at least 20% of the providers in Stage 2 will move into Stage 3 (Sustainability) annually. It is our intent that no provider in Stage 2 will remain in this stage more than 2 years.

Percent of CSPP Providers (n=680)	Number to be Served	Number Assigned to Stage 1 - Pre- assessment and Rating	Number Assigned to Stage 2 - Improvement and Capacity Building	Number Assigned to Stage 3 - Sustainability
70%	476	92	275	109

B. Quality Continuum Framework and Tiers

B1: How does the consortium incorporate the Quality Continuum Framework (QCF)? Go to <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp> to reference the QCF.

The existing LA County Consortium (LAUP and OCC) fully utilizes the QCF to implement its

Form C. Los Angeles County-Quality Rating and Improvement System

projects as they are the core of their projects. Through this new partnership with LACOE, the LAC-QRIS consortium will continue to use the framework to provide services to the CSPP providers in the county. The countywide system will build upon California's local and statewide successes and create sustainable capacity at the local level to meet the needs of our early learners. We will focus on programs in highest need such as the CSPP providers that serve the State's most vulnerable population. Our three-stage design supports a locally driven quality improvement process that encourages assessment, goal setting, and monitoring of progress that leads to tangible change.

B2: Please identify your local rating system in reference to the Tiered Rating Matrix. Go to <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp> to reference the Tiered Rating Matrix.

Step One: identify the consortium's Tier 2:

- A) Using existing point system
- B) Have local block

If B, then fill in Tier 2 in **B3** below.

Step Two: identify the consortium's Tier 5:

- A) Using existing point system
- B) Using points and has an additional requirement (e.g. accreditation, inclusionary plans for dual language learners, etc.)

If B, then fill in Tier 5 in **B3** below.

- C) Have a local block

If C, then fill in Tier 5 in **B3** below.

B3. LOCAL TIERED RATING MATRIX WITH ELEMENTS AND POINTS. Complete as needed, based on responses to B2.

ELEMENT	BLOCK (Common Tier 1) Licensed In-Good Standing	Local Tier 2	Local Tier 5
CHILD DEVELOPMENT AND SCHOOL READINESS			
1. Child Observation	<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses DRDP 2010 twice a year and uploads into DRDP Tech and results used to inform curriculum planning
2. Developmental and Health	<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care	<input type="checkbox"/> Program works with families to

Form C. Los Angeles County-Quality Rating and Improvement System

<p>Screenings</p>		<p><i>Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent)</i> used at entry, then:</p> <ol style="list-style-type: none"> 1. Annually OR 2. Ensures vision and hearing screenings are conducted annually 	<p>ensure screening of all children using the ASQ & ASQ-SE, if indicated, at entry, then as indicated by results thereafter AND <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate AND <input type="checkbox"/> Meets Criteria from point level 2</p>
<p>3. Local Element (Please describe)</p>			
TEACHERS AND TEACHING			
<p>1. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCH)</p>	<p><input type="checkbox"/> Meets Title 22 Regulations [Center: 12 units of Early Childhood Education (ECE)/Child Development (CD) FCCH: 15 hours of training on preventive health practices]</p>	<p><input type="checkbox"/> Center: 24 units of ECE/CD¹ OR Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD OR Associate Teacher Permit</p>	<p><input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field plus/with 24 units of ECE/CD (or Master's degree in ECE/CD) OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually</p>
<p>2. Effective Teacher-Child Interactions: CLASS Assessments (*Use tool for appropriate age group as available)</p>	<p><input type="checkbox"/> Not Required</p>	<p><input type="checkbox"/> Familiarity with CLASS for appropriate age group as available by one representative from the site</p>	<p><input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K <input type="checkbox"/> Emotional Support – 5.5 <input type="checkbox"/> Instructional Support – 3.5</p>

¹ For all ECE/CD units, the core 8 are desired but not required.

Form C. Los Angeles County-Quality Rating and Improvement System

			<ul style="list-style-type: none"> ▪ Classroom Organization – 5.5 Toddler ▪ Emotional & Behavioral Support – 5.5 ▪ Engaged Support for Learning – 4
3. Local Element (Please describe)			
PROGRAM AND ENVIRONMENT			
1. Ratios and Group Size (Centers Only beyond licensing regulations)	<input type="checkbox"/> Center: Title 22 Regulations Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations <i>(excluded from point values in ratio and group size)</i>	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
2. Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, FCCERS-R)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5
3. Director Qualifications (Centers Only)	<input type="checkbox"/> 12 units core ECE/CD+ 3 units management/administration	<input type="checkbox"/> 24 units ECE/CD + 16 units General Education +/-with 3 units management/administration OR Master Teacher Permit	<input type="checkbox"/> Master's degree with 30 units ECE/CD including specialized courses +/-with 8 units management/administration, OR Administrative Credential AND <input type="checkbox"/> 21 hours PD annually
4. Local Element (Please describe)			
Program Type	Common-Tier 1	Local-Tier 2	Local-Tier 5
Centers ____ Elements for maximum ____ points	Blocked (No Point Value) – Must Meet All Elements	Point Range 8 to 19	Point Range 32 and above
FCCHs	Blocked (No Point	Point Range	Point Range

Form C. Los Angeles County-Quality Rating and Improvement System

____ Elements for maximum ____ points	Value) – Must Meet All Elements	6 to 13	22 and above
<i>Note: Please revise point ranges, if additional elements have been added.</i>			
C. Rating and Assessing			
C1. Describe the qualifications of those who are conducting the assessments (LAC-QRIS ratings) and the process (es) for ongoing quality control for maintaining an appropriate degree of rigor, including inter-rater reliability, in their rating processes?			
<p>LAC-QRIS quality ratings will be completed by full-time staff employed by the Office of Child Care (OCC). We will transition the assessment and rating work in-house and institutionalize it as a County service. In the interim, we will continue to partner with UCLA CICCQ during FY 2014-15. Having ratings completed by a team of readily accessible and highly trained observers will benefit the LA County Consortium and will circumvent any delays or interruptions in producing quality ratings.</p> <p>Qualifications of observers include the following:</p> <ul style="list-style-type: none"> • Complete training in Environmental Rating Scales Institute (ERSI) for ECERS, FCCERS, and ITERS. • Complete training in CLASS (Pre-K and Toddler) provided by Teachstone for observational measures. • Reviewer's reliability is certified and s/he must complete an inter-rater reliability check with the CICCQ team's lead reviewer after every tenth quality review, or at least once every three months. For inter-rater reliability, reviewers must meet a minimum mean weighted Kappa (K) \geq .70 for each item of the measure. • Reviewers' reliability on the ERS and CLASS measures must be re-checked and certified every calendar year by ERSI and Teachstone. • Portions of the LAC-QRIS that are evaluated through a documentation review are also required to undergo an initial training to gain familiarity with the data collection tools being used to gather the information. Thereafter, reviewers must establish inter-rater reliability with CICCQ's lead reviewer. Reliability on the documentation review is also checked every tenth review or at least once every three months and must be re-established at the beginning of the next contract period. 			
C2. Using the Implementation Guide, what are the local LAC-QRIS monitoring and rating frequency decisions (based on local goals and resources)? The Implementation Guide can be found at: http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp .			
We will monitor compliance licensing requirements initially when each child care program submits an application to participate and then bi-annually thereafter. This licensing review will take place in collaboration with our local CCLD offices. Ratings are valid for two years. We will observe and rate each participating child development program once every two years and will maintain a rating			

Form C. Los Angeles County-Quality Rating and Improvement System

schedule that will be closely monitored by the OCC. All observations will include ERS and CLASS measures.

Additionally, all programs that are undergoing their first tier rating will complete a self-assessment rubric to self-report their rating for non-observational elements (e.g. Child Observation/Assessment, Developmental and Health Screening, Lead Teacher Qualifications, and Director Qualifications). These self-assessment results will be submitted to and processed by the OCC. To monitor the accuracy and validity of the programs' self-assessment reports, the OCC will validate a proportional sample of the documentation. If a consistent pattern of unvalidated information is found, then a complete review will take place.

Monitoring, which is defined in the Implementation Guide as the act of ensuring sites maintain their rated quality and compliance with program requirements, will be conducted by LACOE, OCC, and LAUP. OCC staff will complete licensing verification reviews every year to ensure participating programs meet the minimum licensing criteria as outlined in the LAC-QRIS matrix. Monitoring of teacher/child ratios and non-observational elements will be completed by LAUP's coaches during site visits. LACOE will provide administrative oversight of OCC and LAUP.

C3. What type of local data systems are used to: implement a local monitoring process; gather quality and scoring information; track supports and incentives; ensure participation by targeted California State Preschool programs (CSPP) and Family Child Care Home Education Networks (FCCHEN) providing CSPP services; and review progress in relation to the Consortium's local quality improvement targets.

The LAC-QRIS will implement a local data system called Efforts to Outcomes for data gathering, monitoring, tracking, and review of progress.

C4. How will data be used to implement continued efficiencies and improvements?

Each participating child care program will receive a quality rating report that will relay the results of their evaluation within six to eight weeks after a site visit. LAUP coaches and other relevant technical assistance providers will receive copies of these reports to plan quality improvement strategies. Program goals, quality improvement plans, and professional development activities will be used as a baseline measurement of progress.

We are proposing to partner with First 5 LA on the evaluation of this project. LAC-QRIS will use the data from this project to inform planning efforts throughout the county, as well as collective policy efforts at the local, state, and federal level.

D. Quality Improvement Process. Please answer each question in the respective box below.

D1. How do you use the QCF's Continuous Quality Improvement Pathways Common Tools and Resources? Go to <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp> to reference the Continuous Quality Improvement Pathways Common Tools and Resources.

The QCF's Pathways Common Tools and Resources have been and will be used in all LAC-QRIS

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quality improvement efforts both internally and externally. LAUP coaches hold a master's degree in early childhood education or a related field with 6-8 years of experience including classroom teaching. During their intense orientation, coaches receive trainings, information, and resources on the Common Tools and Resources of the QCF. Coaches are able to address specific questions or issues and determine goals with the provider that would be beneficial for the classroom or site. All efforts to improve quality are correlated in one way or another to the QCF and Pathways and all of the goals are captured in a database to track progress and completion. In addition to onsite TTA, tools and resources will be posted online to increase access and maximize outreach to providers. Monthly goals are analyzed for trends and the information is used to help identify training and technical assistance opportunities at local and regional levels.

D2. How does the Consortium actively increase the quality of the early learning programs and eliminate barriers to access for children with High Needs?

Data from the *Los Angeles Community Needs Assessment* has been analyzed, as well as data from OCC, LAUP, and LACOE to identify CSPP programs for inclusion in this effort, particularly those that have not previously participated in RTT-ELC efforts. Working closely with LACOE and its seventeen delegate agencies, the plan will coordinate outreach efforts to include all five Supervisorial districts in the county and target cities and zip codes where children with high needs make up the majority of the population. Once programs agree to participate, their assigned coach will work with them to increase program quality and to identify existing barriers. Administrators will be encouraged to include goals in their quality improvement plan that will address identified barriers.

Implementation will be supported through coaching, technical assistance and/or trainings. Targeted technical assistance will be provided by LAUP coaches, while regional training will be provided by LAUP, LACOE Head Start, CPIN Region 11, and Resource and Referrals (R&Rs). Training topics include cultural competency, second language acquisition, working with children with special needs and high-risk children, instructional strategies supporting foundations, and/or CLASS.

Coaches will work with teaching staff to assist them in choosing or continuing their implementation of a research-based curriculum that demonstrates support of English language learners and children with special needs. The California Preschool Learning Foundations and Curriculum Framework will act as supplemental resources to further enhance the activities and lessons teachers plan for the children in their classroom to ensure their specific needs are being met and supported.

LAC-QRIS will provide technical assistance and training to ensure that providers have open and non-discriminatory enrollment policies and make reasonable accommodations for children identified as eligible for special education and/or related services under IDEA. The use of incrementally aggregated data from ECERS, CLASS, and DRDP will help increase quality in programs and address barriers. Family Engagement and Leadership Support coaches will assist programs in addressing the needs of children and families.

D3. How does the Consortium offer training and technical assistance (T & TA) to program staff on

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developmental and behavioral screening using standardized, validated screening tools?

LAUP coaches receive training on developmental and behavioral screening such as the ASQ, ASQ-SE and DRDP during orientation and ongoing professional development. Coaches will provide individualized support to sites, classrooms, and teachers on developmental screenings and assessments including how to use the tools' data to inform teaching practices and initiate conversations with parents around potential concerns.

We will also utilize two staff who are certified trainers on DRDP from The WestEd Desired Results Training and Technical Assistance Project and ASQ and ASQ-SE from the WestEd Center for Prevention and Early Intervention (CPEI). Five of our coaching staff also received the ASQ and ASQ-SE training as well as one coach who is a certified DRDP trainer.

During on-site coaching, program staff will receive support to understand the value and importance of using developmental assessments to inform teaching practices, curriculum planning, parent engagement, and meeting the individual needs of children. Screening tools will be used by providers to assist parents in identifying concerns that may require referrals and follow-up services for children.

We will also make resources and materials available to providers to support them in managing and understanding the referral process. Staff will offer and facilitate trainings on topics such as "The Power of Observation" highlighting the value of observation in collecting data for developmental assessments or "Supporting Parents Through the Referral Process" in which teachers will receive much needed information and resources in working with parents when administering a developmental screening.

D4. What type of incentives and support mechanisms does the consortium utilize for high-quality program providers to serve children with high needs?

All providers will have access to LAUP coaching support from our cadre of highly trained early learning professionals, all of whom have teaching and/or administrative experience in an early learning program. Coaches will provide monthly on-site visits, for a minimum of 4 hours to all participating sites rated at Tiers 1-3 and depending on the number of CSPP funded classrooms at a site, on-site visits will increase in length to ensure all classrooms are supported in their quality improvement efforts. Each coach will carry a caseload of 12-15 sites with 24-30 classrooms. For providers at a Tier 4 or higher, programs have already exhibited an ability to sustain and maintain high quality programs. Therefore, on-site coaching visits will be conducted at a minimum of quarterly or as needed. Each provider will also develop a quality improvement plan (QIP) to either raise or maintain a high quality program as defined in Tiers 4 and 5 in the Quality Continuum Framework. Analysis of those QIPs will be conducted quarterly in order to identify trends and establish the need for additional or new supports for providers.

Providers will also have access to our Program Support Specialists who have expert experience in the areas of working with children with special needs, dual-language learners, developmental assessments, and developmental screening.

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LAUP has established an expansive menu of trainings which will be made available to providers. Topics include overviews on the ERS, CLASS, ASQ, DRDP, Protective Factors, and Parent Engagement. We will continue to grow the menu as additional training needs are identified when analyzing data, goal trends, and element ratings as more providers are recruited for this project.

We have the advantage of being able to analyze data from the RTT-ELC CSPP providers already rated using the Quality Continuum Framework. The three lowest scored elements identified are Developmental and Health Screenings, Teacher Qualifications, and ERS. With this valuable information, we can prepare our coaching staff to address the use of developmental and health screenings and environmental quality during their monthly on-site visits and encourage providers to develop goals in these areas for their quality improvement plans. We will partner with LACOE's Head Start program that employs licensed experts in health, mental health, and disability services. By partnering with Head Start, the consortium will be positioned to develop learning communities that continue to build our staff knowledge base.

The Child Care Alliance Resource and Referral (R&R) will assist us in this initiative by providing all training and technical assistance for the FCCHEN. We anticipate starting with 48 FCCHEN and increasing to 89 in a four-year period.

As data is collected for the new CSPP programs recruited specifically for this block grant, we will continue to conduct analyses to determine trends to inform coaching, as well as training opportunities. Other more tangible incentives may include the purchasing of ASQ kits for participating sites with coordinating trainings and technical assistance from coaches or classroom materials such as books to improve ECERS scores.

Again, our Tier 4 and 5 providers have demonstrated the ability to operate quality programs. Nonetheless, Stage 3 of our design model includes professional development and quality improvement incentives that allow the providers to target needed improvement and to utilize financial incentives to sustain their quality. We have allocated in this first 8 month period financial incentives in excess of \$1.5 million.

D5. How does the consortium include local efforts that support healthy development, such as health and safety practices, active physical play, and adult-child relationships, which support social-emotional development?

Healthy development, in the form of health and safety practices and physical activities, are embedded in the ECERS tool and will become a focus of coaching visits and trainings. We will offer a series of trainings on the importance of physical activity, nutrition, and brain development to further develop providers' skills and knowledge. Providers will have access to resources and coaching development which help in integrating healthier snack/meals and increasing the amount of physical activity offered to children both at school and at home.

We will seek additional funding through the Department of Public Health's Choose Health LA Kids initiative, which addresses childhood obesity for children 0-5 in the form of parent education workshops, food demonstrations, and grocery store tours. We are also issuing facility improvement awards (\$1.6 million) for approximately 110 providers to improve the quality of

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outdoor spaces in terms of safety issues and developmentally appropriate environments.

The importance of positive adult-child relationships is a focus of the Classroom Assessment Scoring System (CLASS) and coaching and technical assistance will address the best practices identified within the tool's dimensions. One staff is an affiliate trainer on Pre-K CLASS. Having this level of internal expertise to conduct formal trainings for providers and coaches is invaluable when thinking about teacher-child interactions and social-emotional development. We will also be able to use this expertise when developing resources for the providers.

The Center on the Social and Emotional Foundations for Early Learning (CSEFEL) Learning Pyramid or the ASQ-SE will be used during coaching visits to help support providers with developmentally appropriate strategies in supporting a child's social-emotional development. Examples of strategies coaches use to support teachers includes the following: providing specific feedback when children behave well, encouraging teachers to facilitate positive peer interactions, clearly stating behavioral expectations, and encouraging a proactive approach when problems arise. LAUP also employs a staff member with extensive mental health experience and we expect to utilize her expertise and leverage resources by developing trainings for coaches and providers.

The LAC-QRIS Consortium strongly believes that parents are their children's first teachers. Partners will implement strategies to educate and support parents and families in their child's development. LAC-QRIS will use the Strengthening Families Framework and Protective Factors in working with providers and will explore the use of Abriendo Puertas/Opening Doors, a parent education curriculum, in the LAC-QRIS quality improvement activities.

As the largest Head Start grantee in the county, LACOE brings over 30 years of experience of providing health services to the children and families of Los Angeles County. Providers will have access to the trainings offered by LACOE to be better equipped to address health and safety practices and support the overall healthy development of children being served in CSPP classrooms.

E. Convening and Strengthening Partnerships

E1. As the lead agency, how are you ensuring that all consortium members engage in the local LACQRIS work? Describe the decision making process within the consortium. If you have a visual/flow chart which describes your decision making process, you may choose to include it.

The oversight and implementation of this project will be housed in the Head Start-State Preschool Division, which is the leading division for early education services for the LACOE. LACOE's structure is built on *Four Pillars of Responsibility*: planning, resource development and collaboration, ongoing monitoring/ accountability, and training and technical assistance (TTA). The organizational structure and functional characteristics support a strong birth-to-five workforce that creates total integration of services and promotes children's progress and preparation for school.

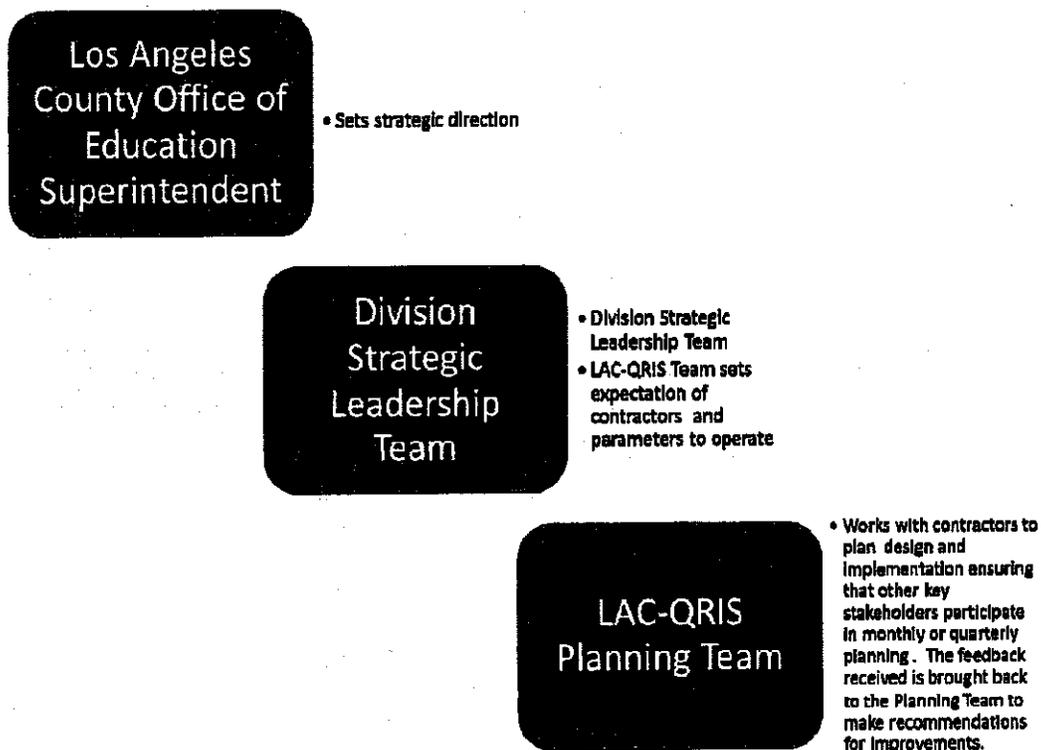
LACOE, as the lead agency (contractor with CDE), will ensure that the OCC and LAUP will be

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complete participants in the planning, designing, implementation, and evaluation of the LAC-QRIS system.

LAC-QRIS will use a collaborative and participatory decision-making approach. The LACOE Strategic Leadership Team makes decisions about all programs and projects within the Division. The LAC-QRIS Planning Team, which will include the Project Managers from LACOE, LAUP, and OCC, will meet monthly to make key decisions regarding outreach, implementation, and evaluation. Ultimately, LACOE is the fiscal and contract administering agent and will be the final decision maker to ensure that all responsibilities of the contract are of the highest quality and that stakeholders are accountable to the public and to the funding source (CDE).

For the first eight months of this project, stakeholders will meet at least monthly to develop and design operational systems that ensure complete cohesiveness of service delivery and clear communication across organizations. Subsequent to the first year of operations, the stakeholder group will continue to meet quarterly. Bi-annually, we will engage representatives from providers, policy makers, funders, and community partners to provide updates and share lessons learned from the first phase of start-up/implementation. This will allow LACOE to build a continuous improvement process that strengthens the overall implementation of LAC-QRIS.



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E2. How will the consortium bring together other organizations in their region with the same goal of improving the quality of early learning, including but not limited to: Early Education and Support Division (EESD) programs, including migrant child care programs, alternative payment programs; Early Head Start and Head Start; tribal child care; county Health and Human Services programs including Women, Infants, and Children (WIC); California Home Visiting Program (CHVP) and local home visiting programs; and non-profit agencies and other organizations providing services for children from birth to age five?

The LAC-QRIS efforts will be implemented through a partnership involving LACOE, OCC, and LAUP. Each of the partner organizations has projects underway and established networks related to those projects including RTT-ELC and/or state preschool. In order to build on existing networks, avoid duplication, and incorporate stakeholders input into quality improvement strategies, LAC-QRIS provides regular updates and seeks input from key stakeholders at various countywide meetings. In general, the purpose of the meetings will be to disseminate LAC-QRIS information and resources to support networking among participants, update stakeholders, gather input on policy issues, and enlist others to promote and/or sustain LAC-QRIS services.

E3. As the lead agency, how are you encouraging networking at the local level to create coherence and alignment in planning and implementation efforts across communities with support and technical assistance from the CDE, participating state agencies, and other state partners?

LACOE will convene the already established LAUP and OCC RTT-ELC Advisory committee. The LAC-QRIS consortium will meet quarterly with representatives from participating sites and key stakeholders such as Resource and Referral agencies, Community Care Licensing, and parent advocates. The LAC-QRIS consortium will provide guidance and expertise and assist with raising public awareness about the LAC-QRIS rating system and its benefits.

Building one system that expands on existing networks will avoid duplication. Convening key stakeholders such as the Los Angeles County Early Care and Education Workforce Consortium, County of Los Angeles Policy Roundtable for Child Care and Development, Local Child Care Planning Committee, Resource and Referrals, Higher Education, and First 5 LA will offer the insight of key stakeholders in the county. Other agencies serving children birth to five, such as local County Departments such as Department of Child and Family Services and Department of Mental Health will also be engaged.

Networking for participating providers is also a key component of the LAC-QRIS plan. First, coaching assignments are based on geographical service areas to create cohorts of learners and easily encourage mentoring amongst sites and teaching staff. Second, LAC-QRIS will coordinate professional learning communities to encourage peer-to-peer support and learning. The LAC-QRIS consortium believes that support will be especially critical in supporting FCCHENs who in the past may have had less access to LAC-QRIS type services and resources. QCF and the Common Tools and Resources will act as a guide when developing the content for these learning communities while support and technical assistance from CDE and other partners are implemented to support quality improvement efforts.

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E4. How is the consortium developing strong partnerships with local school districts that focus on aligning developmentally appropriate practices, creating and building a birth to age eight continuum that supports healthy transitions, aligns professional development, promotes family engagement, and includes local Transitional Kindergarten (TK) and traditional Kindergarten School Readiness programs in the quality efforts?

LACOE, as the local education agency for the county, has responsibility for all 80 school districts within the county. This positions us to effectively communicate and bridge gaps in the birth-to-five early education system. For example, LACOE's Early Childhood Education Professional Learning Communities is being funded by LAUP's LA County ECE Workforce Consortium to develop a program in which Transitional Kindergarten teachers and their principals will be working closely with the early childhood program on their campus to incorporate early childhood concepts and theories into their transitional kindergarten classrooms. Participants receive trainings and have access to professional learning communities in which early childhood educators build capacity and knowledge relevant to early childhood development.

F. Monitoring and Evaluating the Impacts on Child Outcomes

F1. Describe your process for monitoring and evaluating the impact of your quality improvement efforts on child outcomes.

Effective implementation of management systems and program services will be monitored through a three-tiered, integrated system that relies on providers having established procedures to review implementation of requirements, standard methods to implement those requirements, and procedures to correct identified problems. LAC-QRIS will have written plans modeled after Head Start protocols to support providers in monitoring program services. Requirements will describe minimum expectations for providers to ensure contractual compliance. The three-tiered monitoring model is described below:

Tier I Self-Monitoring – OCC and LAUP will develop systems to ensure consistent application of the operating procedures and processes approved by LACOE. OCC and LAUP will develop tracking processes and reviews to ensure they comply with LACOE's contract requirements. The LAC-QRIS data management system will be used to track and monitor services, as well as create reports.

Tier II LAC-QRIS Monitoring - LACOE will conduct regular monitoring of OCC and LAUP's implementation of the approved procedures and processes. This includes the review of LAC-QRIS data to determine if services have been provided timely to providers and that documentation of financial incentive aligns with cost reports and financial statements.

Tier III Internal Monitoring – LACOE monitors its own implementation of the contract guidelines. This monitoring helps to determine the effectiveness of our internal management systems, and the degree to which we are holding ourselves and our providers accountable for quality, comprehensive services.

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Annually, LAC-QRIS will use quantitative and qualitative data to monitor and evaluate the impact on child outcomes. The first few months of this contract period will be used to develop a robust and achievable evaluation methodology that allows the LAC-QRIS to measure and evaluate child outcomes, impact from the tier rating, and program improvement efforts.

LAC-QRIS' monitoring and evaluation strategy will include lessons learned and best practices identified by CDE's RTT, First 5 LA's Best Start LA, and LACOE Head Start. Key components of the evaluation may include pre/post CLASS data, given its correlation to child outcomes as a proxy process measure, as well as program self-assessment, staff survey data which may include qualitative data from teachers, supervisors, and families on the benefits and challenges of the LAC-QRIS.

F2. Describe the extent to which you use kindergarten entry data to demonstrate the effectiveness of your quality improvement efforts on affecting positive child outcomes. (e.g. Are more of the children who were enrolled in your Tier 4 and Tier 5 rated sites scoring higher on their kindergarten readiness assessments than their counterparts enrolled in Tiers 1, 2 and 3?)

LAC-QRIS is proposing to partner with First 5 Los Angeles and their Best Start communities to sample and track a group of providers and the children served. The proposal includes collecting and analyzing the data to determine the degree to which there are kindergarten readiness outcomes as a result of quality efforts.

G. Disseminating Information to Parents and the Public about Program Quality

G1. Describe the consortium's campaign to inform the public about its local LACQRIS.

The LAC-QRIS partners will create and implement comprehensive outreach strategies to inform providers, families, and the public about local LAC-QRIS programs, services, and outcomes. The outreach will include the following:

- Disseminating bilingual (English/Spanish) materials and information on LAC-QRIS programs, services and outcomes (use other languages as needed).
- Conducting presentations at key conferences, events and meetings to share LAC-QRIS activities and reports.
- Encouraging partners to maintain a link to the LAC-QRIS website.
- Using social media such as Facebook and Twitter to share LAC-QRIS information and updates.
- Meeting quarterly with LAC-QRIS partners to discuss the communication and outreach plan.

Going forward, LAC-QRIS will explore a social media application in numerous languages to share

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information and outcomes.

G2. How will the Consortium work together with the local resource and referral agency(ies) to increase family and public awareness of the characteristics of early learning program quality that promote better outcomes for children?

LAC-QRIS realizes that the R&Rs are key to the success of this project. We are therefore, partnering with the Child Care Alliance to provide QI training and technical assistance to the FCCHEN included in this partnership.

We will continue to build on this relationship by including the R&Rs in our outreach efforts. Together we will create a messaging strategy to inform and educate families and the public on: 1) The importance of increasing quality in the county's early education programs, 2) The characteristics of high quality early learning programs, and 3) What high quality early learning means for local families and their children. Key strategies in our messaging will include:

- Information and ratings on referrals on their websites.
- Leverage advertising relationships with media outlets (TV, radio and print) to garner in-kind time and space to air and publish PSAs.
- Increase communication with local community-based organizations, friends and supporters, and media to share stories on participant and provider accomplishments.
- Use social media to educate and inform on the components of quality early learning programs
- Purchase and/or post select banners and/or ads on parenting web sites and appropriate Facebook sites.

G3. How has the Consortium engaged the local Resource and Referral (R&R) agency(ies) in making quality rating data available to parents inquiring about childcare?

The local Resource and Referral (R&R) is a key stakeholder on the LAC-QRIS. The R&R and all LAC-QRIS partners will use their websites and any hotlines, if available, to share quality rating data with parents inquiring about local childcare options.

OCC and LAUP have worked collaboratively with the child care resource and referral agencies serving Los Angeles County since 2007 when the locally developed Steps to Excellence Program (STEP) was launched. In 2011, as members of the Early Childhood Workforce Consortium, Child Care Alliance of Los Angeles (CCALA) began providing coaching services to STEP participants. In 2012, OCC began contracting directly with CCALA for coaching services to Race to the Top participants.

Per established policies, the Time 2 LAC-QRIS rating for RTT-ELC programs will be made public. These ratings will begin Spring of 2015. STEP programs are being transitioned into RTT and have not yet completed a Time 2 RTT rating. The Time 1 ratings were intended to be used to inform programs of their strengths and areas where improvements were needed. Under the CPSS LAC-QRIS Block Grant, rating data will be provided electronically to the resource and referral agencies on a quarterly basis.

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It has been our understanding that the resource and referral agencies were awaiting guidance from CDE on how to make this information available to parents.

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III. CSPP Participation Data Tables

III. A. Increasing the number and percentage of California State Preschool Program (CSPP) sites participating in the Consortium's Tiered Quality Rating and Improvement System (LACQRIS). Please enter baseline (number current participating) and annual target number of sites that include CSPP classrooms.

Sites that include California State Preschool Program Classrooms in the Consortium	Total Number of CSPP Sites in the County or Region	Baseline and Annual Targets -- Number and percentage of CSPP sites in the Tiered LACQRIS									
		Baseline (Today)		Target-end of fiscal year 2014-15		Target-end of fiscal year 2015-16		Target-end of fiscal year 2016-17		Target-end of calendar year 2017-18	
		#	%	#	%	#	%	#	%	#	%
California State Preschool Program (CSPP) Sites	320	118	31%	224	47%	256	47%	285	47%	320	47%
Homes in Family Child Care Home Education Networks	89	57	15%	62	13%	71	13%	80	13%	89	13%
Braided Classroom Sites:											
CSPP and Head Start Sites	65	44	11%	48	10%	54	10%	61	10%	65	10%
CSPP and State or Local First 5	24	24	6%	17	4%	22	4%	24	4%	24	4%
CSPP and Programs funded by IDEA, Part B	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and Title I Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and General Child Care (CCTR)	173	132	34%	119	25%	132	24%	153	25%	173	25%
CSPP and State-funded Migrant Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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CSPP and Tribal Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and Other Local Funding	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and a combination of any two above funding sources (specify)	9	9	2%	9	2%	9	2%	9	1%	9	1%
Total	680	384	100%	476	100%	544	100%	612	100%	680	100%

¹ Source: Los Angeles County **Annual Needs Assessment Survey**, May 2014

² Source: CDE 801A Data Report, 2014

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III. B. Increasing the number of California State Preschool Program (CSPP) Sites in the top Tiers of the Consortium's Tiered Quality Rating and Improvement System.
Please enter baseline and annual target numbers for the total number of sites and for the number of sites in each Tier, based on the number of Tiers in the Consortium's Quality Rating and Improvement System (LACQRIS).

	Baseline (Today)	Target- end of fiscal year 2014-15	Target- end of fiscal year 2015-16	Target- end of fiscal year 2016-17	Target- end of fiscal year 2017-18
Total number of CSPP sites* in the Consortium Service Area (i.e., County or region)	384	476	544	612	680
# of programs in Tier 1 (lowest)	30	122	68	68	68
# of programs in Tier 2	123	123	138	122	89
# of programs in Tier 3	122	122	208	259	251
# of programs in Tier 4	107	107	128	149	204
Number of programs in Tier 5 (highest)	2	2	2	14	68

** Include Licensed Family Child Care Homes in Family Child Care Home Education Networks*

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III. C. Increasing the number and percentage of California State Preschool Program (CSPP) children who are enrolled in CSPP sites that are in the top Tiers of the Consortium's Tiered Quality Rating and Improvement System (LACQRIS). Please enter baseline and annual target numbers of sites that include CSPP Classrooms.											
Sites that include California State Preschool Program Classrooms in the Consortium	Total Number of CSPP Children served in the Target Service Population (County or Region)	<i>Baseline and Annual Targets – Number and percent of Children served at CSPP Sites that are in the top Tiers of the Tiered LACQRIS.</i>									
		Baseline (Today)		Target-end of fiscal year 2014-15		Target - end of fiscal year 2015-16		Target-end of fiscal year 2016-17		Target-end of calendar year 2017-18	
		#	%	#	%	#	%	#	%	#	%
California State Preschool Program (CSPP) Sites	18,213	8,248	45%	12,812	55%	13,864	55%	15,562	56%	18,213	54%
Family Child Care Home Education Networks	155	100	1%	115	0%	127	1%	138	0.5%	155	0.5%
Braided Classroom Sites:											
CSPP and Head Start	1,381	690	4%	785	3%	981	4%	1,056	4%	1,381	4%
CSPP and State or Local First 5	986	493	3%	547	2%	747	3%	802	3%	986	3%
CSPP and programs funded by IDEA, Part B	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and Title I Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and General Child Care (CCTR) Sites	12,968	8,624	47%	8,907	38%	9,295	37%	10,360	37%	12,968	38%
CSPP and State-funded Migrant Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and Tribal Sites	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and Other Local Funding	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSPP and a combination of any two above funding	80	80	0.4%	80	0.3%	80	0.3%	80	0.3%	80	0.2%

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III. C. Increasing the number and percentage of California State Preschool Program (CSPP) children who are enrolled in CSPP sites that are in the top Tiers of the Consortium's Tiered Quality Rating and Improvement System (LACQRIS). Please enter baseline and annual target numbers of sites that include CSPP Classrooms.											
Sites that include California State Preschool Program Classrooms in the Consortium	Total Number of CSPP Children served in the Target Service Population (County or Region)	Baseline and Annual Targets – Number and percent of Children served at CSPP Sites that are in the top Tiers of the Tiered LACQRIS.									
		Baseline (Today)		Target-end of fiscal year 2014-15		Target - end of fiscal year 2015-16		Target-end of fiscal year 2016-17		Target-end of calendar year 2017-18	
		#	%	#	%	#	%	#	%	#	%
sources (specify)											
Total	33,783	18,235	100%	23,246	100%	25,094	100%	27,998	100%	33,783	100%

¹ Source: Los Angeles County Annual Needs Assessment Survey, May 2014

² Source: CDE 801A Data Report, 2014

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IV. Local LACQRIS Block Grants for CSPP sites rating at Tiers 4 and 5

A. Tier 4 Block Grants: What will be your block grant amount for CSPP at Tier 4? Is that amount given per site or per classroom or other factors? What will be your block grant amount for FCCHs in FCCHENs? Is the amount based on whether the FCCH is licensed as small or large or on the number of preschoolers or other factors?

Tier 4 Block Grant Description: \$6,000 per classroom for center-based providers and \$5,100 for FCCHEN used for the purposes of maintaining quality. Providers may use these funds in the following approved categories described below:

1. Staffing: Compensation, Benefits, Paid preparation and planning time, Workshop/conference fees, and Monthly staff meeting materials
2. Program Needs: Classroom/Instructional materials, Curriculum materials, Developmental screenings or assessments materials, and Teacher resource books (ex. CLASS manual)
3. Family Engagement: Parent involvement activities, Facilitation of children's transition to kindergarten, and Coordination of social services for children and families.

B. Tier 5 Block Grants: What will your block grant amount for CSPP at Tier 5? Are the amounts for Tier 5 the same as Tier 4 or different. If different, is that amount given per site or per classroom or another factor? What will be your block grant amount for FCCHs in FCCHENs? Is the amount based on whether the FCCH is licensed as small or large or on the number of preschoolers?

Tier 5 Block Grant Description: \$8000 per classroom at center-based providers and \$6500 for FCCHEN. Grants are higher for this group since maintaining a higher rating has higher costs associated

Used for the purposes of maintaining quality, providers may use these funds in the following approved expenditure areas:

1. Staffing: Compensation, Benefits, Paid preparation and planning time, Workshop/conference fees, and Monthly staff meeting materials
2. Program Needs: Classroom/Instructional materials, Curriculum materials, Developmental screenings or assessments materials, and Teacher resource books (ex. CLASS manual)
3. Family Engagement: Parent involvement activities, Facilitation of children's transition to kindergarten, and Coordination of social services for children and families.

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V. Quality Improvement Process for CSPPs not yet at Tier 4

A. Engagement. Describe your process of engaging CSPPs and FCCHENs in your LACQRIS.

As a regional education agency, LACOE services the entire county of Los Angeles allowing the consortia to engage both CSPP and FCCHEN providers from all five supervisorial districts and not be limited by physical boundaries. LACOE also has a service infrastructure which allows for this project to move to scale quickly and deliver consistent services throughout the County.

The LAC-QRIS proposes to serve 70% of the eligible 680 California State Preschool Program (CSPP) providers throughout the County in the initial implementation with a gradual increase in services over a four year period to include 100% of the providers. LAC-QRIS will utilize a three stage approach to implement the project:

Stage 1 – Pre-assessment includes providers who have never received an initial rating. The OCC will conduct an initial assessment and rating of the selected providers. This stage will meet the intent of the funding requirement whereby no more than 20% of funds will be utilized for assessment and rating.

Stage 2 – Quality Improvement and Capacity Building includes providers who have received a tier rating of 1, 2 or 3 and require assistance to reach a rating of 4 or 5. The stage is implemented by LAUP and will include training, materials, and coaching and mentoring to assist the provider in closing the gaps and strengthening the program implementation to gain a higher rating. Providers in this stage will receive a secondary assessment and rating after two years of capacity building support.

Additionally, providers in this stage that received the initial rating and some capacity building support from RTT-ELC QRIS will only receive coaching through this grant. Coaching support is not provided through existing RTT-ELC QRIS funds, therefore this project will not supplant dollars.

Stage 3 – Sustainability includes providers that have received a Tier rating of 4 or 5. These providers will receive financial incentives to assist them in maintaining the 4 or 5 rating. Stages 2 and 3 will meet the funding requirement of at least 80% of funds to be allocated to quality improvement.

Within the first eight (8) months of the project, 70% of the providers (476) will be included. There will be an annual increase of 68 new providers and at least 20% of the providers in Stage 2 will move into Stage 3 (Sustainability) annually. It is our intent that no provider in Stage 2 will remain in this stage more than two years.

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B. Improvement. Describe your process of improving the quality of CSPPs and FCCHENs that are not yet at Tier 4.

In our model, each participating program will be assigned a Quality Improvement coach who is an experienced early childhood professional responsible for supporting CSPP programs and staff in their development and implementation of a continuous quality improvement plan in order to reach at least a Tier 4 rating. LAUP coaches will use a strengths-based coaching model, also referred to as Practice-Based Coaching at LACOE, to support teachers as they implement effective practices that lead to positive outcomes for children. The primary role of a coach is to guide providers and teachers in recognizing strengths and areas of potential growth and improvement within their programs and/or classrooms. Coaches will accomplish this through modeling during site visits, asking reflective questions which lead staff to problem solve challenges and reflect on their behaviors while using the results of assessments to build knowledge and capacity around best and developmentally appropriate practices.

Using what works in our region, LAC-QRIS will be working closely with program administrators on understanding their role in the quality improvement process as also seen in LACOE's Achieving Comprehensive Excellence (ACE) initiative. Coaching of this group of professionals may focus on developing instructional leadership skills, how to analyze and use data to support staff development and teaching practices in areas such as CLASS to support positive child outcomes. Ten Leadership Support coaches will work directly with program leadership on developing quality improvement plans and develop these skills and practices which will directly impact overall quality of programs and ensure high quality ratings of Tiers 4 of 5 are reached and sustained.

LAUP has established an expansive menu of trainings which will be made available to block grant participants. Topics include ERS, CLASS, ASQ, DRDP, Protective Factors, and Parent Engagement. We will continue to grow the menu as additional training needs are identified by the data.

Building on what works, LAC-QRIS partners have the advantage of being able to analyze data from the RTT-ELC CSPP providers already rated using the Quality Continuum Framework. Recent reports indicate that the three lowest scored elements are Developmental and Health Screenings, Teacher Qualifications, and ERS. With this valuable information, we can prepare our coaching staff to address the use of developmental and health screenings and environmental quality during their monthly on-site visits and encourage providers to develop goals in these areas for their quality improvement plans. We will also schedule training opportunities focused on these areas. As data is collected for the new CSPP programs recruited specifically for this block grant, we will continue to conduct data analysis to determine trends to inform coaching as well as training opportunities.

We have found that programmatic empowerment results from coaches and providers establishing a relationship based on respect, authentic leadership, ownership, and

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professionalism. Strengths will be acknowledged and enhanced which in turn motivate change and progress along the Quality Continuum Framework. Program staff will have ongoing opportunities to learn from and assist one another in addressing challenges and increase knowledge and skills to better serve their classrooms and/or programs. Programs will be visited at least once a month and written documentation of each visit (goals, progress, action items, etc.) will be left with the site and stored in our database for tracking, reporting, and evaluation.

Educators will also have access to resources, materials, and trainings through their coaches and local resources such as the R&Rs. We will also develop a professional development training calendar which will build off of the strengths of our CSPP programs, link to the Common Tools and Resources of the QCF and content will build upon prior knowledge and skills to further develop our teaching professionals. Working with the administrators of the CSPP programs, we hope to utilize the power of communities of learning to create a sustainable change to program quality at the highest levels.

Programs will also have access to Family Engagement coaches who will work closely with administrators and teachers on improving their family engagement activities and supports, using the Strengthening Families Framework as the foundation for our supports. We will also take time to determine if other parent engagement curriculum such as Abriendo Puertas could further enhance program quality.

Finally, we will improve the level of qualifications of our lead teachers by working closely with stipend programs such as AB212 and CARES Plus. Additionally, LAC-QRIS will work closely with the Los Angeles County Early Care & Education (ECE) Consortium to provide and improve training and professional development for the current and potential ECE workforce in response to the growing need to provide quality ECE experiences to children from all socio-economic backgrounds. Additional formal and informal cohort models are also being used across the Consortium projects for various purposes to assist the ECE professionals in accessing professional growth and development opportunities and obtaining degrees. This year, the Consortium also includes funding earmarked to provide contracted coursework and computer training. Participants in all of the Consortium programs are given priority to access these additional services, in an effort to partially fill the gaps of 1) limited access to unit-bearing courses and 2) limited computer and technology skills of those in the early education field. LAC-QRIS will continue to leverage these resources as long as they are available.

VI. Assessment and Access Projects

A. Assessment Projects. Describe the use of these funds to conduct initial and ongoing regular assessments of all CSPPs and FCCHENS in your LACQRIS service area.

Assessments will be conducted every two years. This Consortium intends to reach 70 percent of CSPPs in Los Angeles County during the first year. Currently, 384 CPSS are

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enrolled in RTT-ELC. An additional 92 CSPPs will be recruited during Year 1 and 68 programs each year thereafter. Given this schedule, all 680 CSPPs in the County will be participating in the LAC-QRIS Block Grant within four years. CSPPs enrolled in RTT-ELC who earn ratings of four or five will be eligible to receive a LACQRIS Block Grant. Based on LAC-QRIS' partner experiences of operating RTT-ELC, staff is confident that the substantial commitment to coaching, program incentives and LAC-QRIS Block Grants will facilitate and sustain the participation of CSPPs.

B. Access Projects. Describe use of these funds to provide access to high quality early learning programs.

LAC-QRIS is designed to work with programs where they are and to provide clear direction on how to enhance the quality of their services. The LAC-QRIS Consortium has experience implementing the RTT-ELC Quality Continuum Framework and supporting quality improvements. By extending the reach of LAC-QRIS to all 680 CSPPs in Los Angeles County, and institutionalizing LAC-QRIS overtime, the number of high quality CSPPs is anticipated to increase substantially. As a result, families in Los Angeles County will have access to an increasing number of high quality programs.

VII. Budget Narrative.

The LAC-QRIS proposes to serve 70% of the eligible California State Preschool Program providers throughout the County in the initial implementation with a gradual increase in services over a four year period to include 100% of the providers. The budget narrative reflects the total available funding of \$16,646,606 published by CDE through December 2015 and demonstrates how LACOE as the grantee will contract with the existing RTT-QRIS consortium members (LAUP and OCC) to implement a countywide QRIS system. The budget design includes 8 months of operating expenses through December 2015 as required in the RFA with an expectation that LACOE will request 12 months of funding in April 2015 for the next funding period.

Section *VII B Quality Improvement Activities* of the budget narrative includes expenses for LACOE as the administrative oversight and LAUP as the direct contractor for State 2 and 3 QI. Section *VII C Assessment and Access Projects* include expenses for LACOE as the administrative oversight and Office of Child Care as the direct contractor for Stage 1 (Assessment and Rating).

For the initial eight month period, LACOE calculated 8% of the total funding for administrative oversight, indirect and start up. This totals \$1,340,265 (\$99,996 indirect, \$758,679 QI and \$481,590 Access/Rating). LAUP as the QI contractor will be awarded \$14,018,249 which exceeds the RFA requirement that at least 80% of funding must be directed toward quality improvements and sustainability. OCC as the Assessment contractor will be awarded \$1,288,092 which is 7.7% of the budget and aligns with the RFA.

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VII.A. LAC-QRIS Block Grant: As described in Section IV.					
Tier	Type	Factor	Number	Grant Amount	Total
4	CSPP	Site			
		Classroom	247	\$6,000	\$1,482,000
		Other			
	FCCH in FCCHEN	Small			
		Large			
		Preschooler			
5	CSPP	Site			
		Classroom	8	\$8,000	\$64,000
		Other			
	FCCH in FCCHEN	Small			
		Large			
		Preschooler			
		Other			
TOTAL LAC-QRIS BLOCK GRANT					\$1,546,000

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The following information, at a minimum, must be included for each budget category of your Budget Narrative for VII. B & VII.C.

VII.B. Quality Improvement Activities. As described in section V.

1) Personnel - \$4,646,676

Personnel: LACOE Administrative - \$251,197					
Position	Description	% FTE	Base Salary	% of year	Total
LACOE Executive Director	The Program Director is responsible for the overall direction of the project.	4%	154,428	66.67%	\$4,118
LACOE Training and Technical Assistance Program Manager	The T&TA Program Manager will be responsible for the day-to-day oversight of the contractors, program planning, design, and implementation and monitoring. The manager will help to coordinate the development of existing networks, avoiding duplication of process and incorporating stakeholders input into quality improvement strategies (Item E2 of RFA); implement Tier II and III Monitoring' design and provide technical assistance as needed to contractors to ensure compliance with contract oversee the day-to-day activities of the Education Consultant as they implement 'Tier II and III Monitoring' activities of the Office of	80%	\$117,612	66.67%	\$62,726

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Personnel: LACOE Administrative - \$251,197					
Position	Description	% FTE	Base Salary	% of year	Total
	Child Care (OCC) and Los Angeles Universal Preschool (LAUP) to ensure progress, monitoring and evaluation of Child Outcomes (Item F1 of RFA), and prepare the monthly, quarterly and annual reporting to accomplishments.				
LACOE Education Monitor	<p>This position requires a candidate that is highly qualified with at least a Bachelor's degree and is CLASS reliable.</p> <p>The manager will help to coordinate the development of existing networks, avoiding duplication of process and incorporating stakeholder input into quality improvement strategies (Item E2 of RFA); implement Tier II and III Monitoring' design and provide technical assistance as needed to contractors to ensure compliance with contract; implement 'Tier II and III Monitoring' activities of the Office of Child Care (OCC) and Los Angeles Universal Preschool (LAUP) to ensure progress, monitoring and evaluation of Child Outcomes (Item F1 of RFA); prepare the monthly, quarterly and annual reporting to accomplishments.</p>	80%	\$107,988	66.67%	\$57,594
LACOE Fiscal Liaison	The Fiscal Liaison assigned to this grant will monitor within the 'Tier II and III Monitoring' framework for the	80%	\$107,988	67.67%	\$57,594

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Personnel: LACOE Administrative - \$251,197					
Position	Description	% FTE	Base Salary	% of year	Total
	<p>following:</p> <ol style="list-style-type: none"> 1. Contract compliance 2. Fiscal compliance for procurement procedures <p>In addition, the Fiscal Liaison will coordinate, research and resolve any issues related to Contract Administration between LACOE and the contractor (OCC and LAUP) and assist the contractor to ensure that available funds are maximized timely, ensure that questions and concerns related to fiscal matters are promptly addressed and that appropriate fiscal procedures are followed.</p>				
LACOE Senior Accountant	The Senior Accountant will be an employee of the LACOE Controller's office and will ensure the timely and proper accounting and records necessary for the disbursement of funds to OCC and LAUP.	80%	\$78,648	66.67%	\$41,946
LACOE Secretary	This position is responsible for providing secretarial and administrative support to the T&TA Manager, Education Consultant and Fiscal Liaison assigned to the grant and subsequent contract administration. Such duties include the coordination of meetings, trainings, and preparation of informational packets and other training materials.	80%	\$51,036	66.67%	\$27,219

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Personnel: LACOE Administrative - \$251,197					
Position	Description	% FTE	Base Salary	% of year	Total
Total					\$251,197

Personnel: LAUP - \$4,395,479					
Position	Description	% FTE	Base Salary	% of year	Total
LAUP Sr. Vice President of Programs	Provides leadership in all aspects of preschool quality and management of the QRIS recipients in the network. Oversees QRIS Director and the coaching model to build the local QRIS efforts and raise the quality of CSPP. Closely collaborates with LACOE and OCC to confirm all grant requirements are fulfilled.	25%	\$182,000	83.33	\$37,917
LAUP Director	The Director will oversee the entire QRIS Program and will directly supervise the QRIS Block Grant Supervisors. It will be the responsibility of the Director to monitor the progress of the program to increase the quality of CSPP and maintain high QRIS ratings within the network.	100%	\$111,000	83.33	\$92,500
LAUP QRIS Supervisor	Five Supervisors will provide leadership, coordination and coaching to QRIS Block Grant personnel as it relates to supporting local early learning and increasing enrollment of low-income	500%	\$73,000	66.67	\$243,333

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	children in high quality state preschools. By providing direction, support and direct supervision of the coaches, the Supervisor ensures high levels of performance and consistent achievement of project outcomes of CSPP providers reaching a Tier 4 or above.				
LAUP - QRIS Block Grant Coordinator	Under general supervision of the all Supervisors and the Director, the 2 Coordinators support Block Grant personnel with overall administrative duties. Manages network events, trainings, meetings, special projects and data entry.	200%	\$48,000	66.67	\$64,000

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<p>LAUP Program Leadership Coach (PLC)</p>	<p>Ten PLCs will coordinate all the daily efforts to directly support grant recipients. The coaches will work with site personnel of CSPP programs to help track and coordinate data entry activities, collect and summarize reports of project activities along with assisting in the development of professional advancement opportunities for the coaching team. The coaches are responsible for helping administrators understand how improvements to program practices and policies influence the overall quality of programs and can assist with achieving Tier 4 or Tier 5 rating.</p>	<p>1000%</p>	<p>\$69,000</p>	<p>58.33</p>	<p>\$402,500</p>
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<p>LAUP QRIS Block Grant Coaches For Centers</p>	<p>Sixty-four Coaches are responsible for helping recipients not only understand the QRIS but more importantly act as a partner and mentor to providers who want to increase the quality of their programs to a Tier 4 or higher. Through regular on-site quality support visits, coaches will provide feedback, technical assistance, resources and materials in order to meet the goals established as a part of the recipients' quality improvement process. In addition, coaches may develop and conduct trainings for their providers. Coaches are responsible for documenting each visit and their goals in the Consortium's database in a timely manner. These personnel play a critical role in ensuring providers progress along the Quality Continuum Framework throughout the duration of the project through supporting and expanding recipients' knowledge on early childhood best practices, co-creating a continuous quality improvement plan and linking providers with local resources to sustain a quality program.</p>	<p>6400%</p>	<p>\$69,000</p>	<p>58.33</p>	<p>2,576,000</p>
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<p>LAUP Quality Lead Trainer</p>	<p>The Lead Trainer will collaborate with the Administrator, Director, and Coach Supervisors to develop and deliver trainings specific to the ECERS and CLASS tools.</p>	<p align="center">100%</p>	<p align="center">\$81,000</p>	<p align="center">41.66</p>	<p align="center">\$33,750</p>
<p>LAUP Program Support Specialists</p>	<p>The LAUP Program Support Specialists focus on increasing teacher capacity and understanding on QCF Common Tools and Resources such as the DRDP, ASQ, and ASQ-SE. This support may come in the form of trainings or collaborating with the QRIS coaches.</p>	<p align="center">100%</p>	<p align="center">\$55,000</p>	<p align="center">41.66</p>	<p align="center">\$22,917</p>
<p>LAUP Senior Financial Analyst</p>	<p>The Senior Financial Analyst will be responsible for all financial reporting and financial monitoring for all QRIS Block Grant funds. This includes reviewing all recipients' financial information in order to receive QRIS incentives.</p>	<p align="center">100%</p>	<p align="center">\$69,000</p>	<p align="center">83.33</p>	<p align="center">\$57,500</p>

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<p>LAUP Family Engagement Coaches</p>	<p>The 10 Family Engagement Coaches will help support programs in developing a comprehensive family engagement plan using the Strengthening Families Framework as a guide. Coaches will also help make the connections between family engagement and QRIS especially for high needs families. Assist in coordinating activities related to supporting the QRIS network and coaches in the areas of family engagement.</p>	<p>1000%</p>	<p>\$65,000</p>	<p>58.33</p>	<p>\$379,167</p>
<p>LAUP Program Leadership Coach Supervisor</p>	<p>The Program Leadership Coach Supervisor will supervise all Block Grant Administrative Coaches.</p>	<p>100%</p>	<p>\$75,000</p>	<p>66.67</p>	<p>\$50,000</p>
<p>LAUP Family Engagement Coach Supervisor</p>	<p>The Family Engagement Coach Supervisor will supervise Family Engagement Coaches. This position will review milestone guidelines to establish enhancement of families in the QRIS network.</p>	<p>100%</p>	<p>\$75,000</p>	<p>66.67</p>	<p>\$50,000</p>

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<p>LAUP Professional Development Advisor</p>	<p>The four specially trained Advisors will work directly with program staff to assist with the selection of required courses for various levels of the ECE permit. This includes, but is not limited to the process of applying for renewals, upgrading of all six levels, online assistance and Livescan. The Permit Workforce Advisor will also serve as a Professional Growth Advisor to document the required professional growth activities for all Permit holders.</p>	<p>400%</p>	<p>\$72,000</p>	<p>50.00</p>	<p>\$144,000</p>
<p>LAUP Environmental Improvement Specialist</p>	<p>The two specialists will work directly with providers to assess the pre overall quality of their outdoor environment and after improvements a post assessment would be conducted. The plan will use funds allotted for outdoor enhancement (up to \$10,000 per provider) to increase the safety of outdoor spaces like surfacing or shade structures and/or provide new experiences for children such as a vegetable garden.</p>	<p>200%</p>	<p>\$75,000</p>	<p>50.0</p>	<p>\$75,000</p>

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<p>LAUP Research Analyst</p>	<p>Two Analysts conduct applied research and evaluation to inform and improve LAUP's work in areas such as young children's cognitive and social-emotional development, the quality of early care and education, the development of the Early Childhood Education workforce, and engagement of families in their children's education. The analyst designs evaluation and research projects, including quantitative and qualitative methods, collects data, conducts analyses, prepares reports, and helps to disseminate information.</p>	<p>200%</p>	<p>\$50,000</p>	<p>50.0</p>	<p>\$50,000</p>
<p>LAUP Legal Counsel</p>	<p>Legal Counsel will draft and negotiate contracts for all providers and certify all legal contractual requirements are met.</p>	<p>50%</p>	<p>\$132,000</p>	<p>25.0</p>	<p>\$16,500</p>
<p>LAUP Compliance Analyst</p>	<p>The two Compliance Analysts will require recipients to consistently adhere to pre and post financial requirements of grant contracts. Compliance will be routinely monitored throughout the course of the award.</p>	<p>200%</p>	<p>\$60,000</p>	<p>58.33</p>	<p>\$70,000</p>

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<p>LAUP Fiscal Coordinator</p>	<p>This position assists with the logistics of maintaining fiscal report tracking compliance for all QRIS providers. Tasked with coordinating training and workshop logistics, which includes, not limited to, managing inquiries and following up with providers, handling the coordination of the venue, and ordering training materials and resources.</p>	<p>12.5%</p>	<p>\$41,100</p>	<p>41.66</p>	<p>\$2,141</p>
<p>LAUP Fiscal Coaches</p>	<p>Fiscal coaches help support QRIS recipients with fiscal compliance using LAUP Operating Guidelines as well as support implementation and maintenance of best fiscal and business practices. Responsible for gathering and researching resources for the PAS training sessions. Focus on the preparation of all training materials for the sessions and the presentation of respective material. Provide hands-on, on-site technical assistance and coaching to providers to foster continuous improvement in growth areas identified through the Program Administration Scale. Assist providers with the implementation of sound business practices as to relate to the components of the PAS.</p>	<p>100%</p>	<p>\$70,575</p>	<p>33.77</p>	<p>\$23,840</p>

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LAUP Fiscal Supervisor	This position supervises fiscal coaches to carry out program activities and helps ensure that field staff are providing appropriate and timely fiscal coaching support for grant recipients. Responsible for overseeing the individuals tasked with leading the training sessions. Perform review of all training materials and presentation.	12.5%	\$84,765	41.66	\$4,415
Total					\$4,395,479

2) Benefits - \$1,314,292

Benefits: LACOE Administrative - \$107,733				
Description	Basis	Factor	Rate	Total
Social Security	6.2% of salaries	\$251,197	6.2%	\$15,574
Medicare	1.45% of salaries	\$251,197	1.45%	\$3,642
Pension Cost	14.798%	\$251,197	14.798%	\$37,172
Health & Welfare	\$11,100 per FTE per year	2.693	\$11,100	\$29,896
State Unemployment Insurance	0.05 % of salaries	\$251,197	0.05%	\$126
Worker Compensation	7.89% of salaries	\$251,197	7.89%	\$19,819
Other Post-employment Benefits – fixed	\$525 per FTE per year	2.693	\$525	\$1,414
Other Post-employment Benefits – Variable	0.36% of salaries	\$251,197	.036%	\$90.43
Total				\$107,733

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Benefits: LAUP - \$1,206,559
<ul style="list-style-type: none"> • LAUP fringe benefits are calculated at 27.45% of salary for a total of \$1,206,559 (\$4,395,479*27.45%). • LAUP benefits are calculated at 27.45% and are listed as follows: FICA/SUI 8.5%, Health 14%, Retirement 4%, Insurance Costs .95%.

3) Supplies - \$389,541

Supplies: LACOE Administrative - \$49,267
<ul style="list-style-type: none"> • \$40,000 - Resource Materials • \$1,347 - Office supplies estimated at \$500 per Full Time Equivalent (4.04 FTEs) per year (0.667). • \$5,520 – 2.4 laptop computers, docking stations, external monitor. Estimated cost of \$2,300 each. The laptops will be used by T&TA Program Manager, Education Consultant, and Fiscal Liaison. This purchase will be allocated 80% to QRIA and 20% to AAP. • \$2,400 – 1.6 desktop computers, including monitor. Estimated cost of \$1,500. The desktops will be used by the Senior Accountant and Secretary. This purchase will be allocated 80% to QRIA and 20% to AAP.

Supplies: LAUP - \$49,267				
Materials and Supplies	Description	Amount	Quantity	Total
ASQ Manuals	ASQ manuals will be used to screen children in the provider network.	\$300.00	355.00	\$106,500
ECERS manuals	ECERS manuals will be used to assess the effectiveness of programs offered by providers in QRIS network.	\$70.00	847.00	\$59,290
CLASS manuals	CLASS manuals will be used to	\$50.00	847.00	\$42,350

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	evaluate programs offered by providers in QRIS network.			
Training Materials (printing, binders, dividers)	Training materials include notebooks, dividers and binders.	\$10.00	110.00	\$1,100

PAS Assessment Books	The Program Administration Scale (PAS) is a valid and reliable instrument designed to measure the leadership and management practices of early childhood programs. The PAS provides valuable information to directors about the quality of their administrative practices and can be used as a springboard for program improvement efforts.	\$22.00	110.00	\$2,420
Personal Carts	Coaches will use personal carts to carry materials to site visits.	\$62.00	49.00	\$3,038
CLASS Pre-K Video Subscription	Video subscription for coaches to provide on-	\$57.00	64.00	\$3,648

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	demand training.			
Coach PD materials (books/resources)	Training materials for coaches including reference books and other training materials.	\$522.00	49.00	\$25,578
Printers for Coaches	Coaches will use mobile printers to print materials during onsite visits with providers.	\$250.00	55.00	\$13,750

Phones for Coaches	Coaches will be provided mobile phones to communicate with providers while making site visits.	\$200.00	55.00	\$11,000
General Office Supplies	General office supplies include paper, pens, notepads etc. for staff. Based on historical usage general office supplies are estimated at \$50 per FTE.	\$50	112.00	\$5,600
Laptop for Coaches	Laptops will be provided to coaches for use	\$1,200.00	55.00	\$66,000

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	during onsite visits and to conduct trainings.			
Total				\$340,274

4) Travel - \$105,159

Travel: LACOE Administrative - \$1,326					
Purpose	Site	# Trips	Miles at \$0.57.5/mile (IRS 2015 rate)	\$ per diem	Total
Program Manager T&TA Activities	Various	24 trips per year	32 miles/visit (average)	\$0	\$ 442
Education Consultant Activities	Various	24 trips per year	32 miles/visit (average)	\$0	\$ 442
Fiscal Liaison Activities	Various	24 trips per year	32 miles/visit (average)	\$0	\$ 442
Total					\$1,326

Travel LAUPES103833				
Travel & Meeting	Description	Amount	Quantity	Total
Provider Trainings	The cost of provider trainings include venue, printed materials, IT support and parking validations for attendees.	\$24,000	1	\$24,000
Travel to Sacramento	Travel includes hotel, airfare, taxi, per diem and incidentals.	\$2,500.00	2	\$5,000
Coach Orientation	New coach orientation	\$13,000.00	1.00	\$13,000

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	includes venue costs, printed materials, IT support and training manuals.			
Parking for Fiscal Coaches	Parking expenses for fiscal coach site visits.	\$15.00	109.00	\$1,635

Venue for Fiscal Coach Training	Fiscal coaches will provide initial training for recipients.	\$400.00	2.00	\$800
Fiscal Coach Mileage	Mileage for fiscal coach visits to recipients to conduct onsite meetings and trainings.	\$0.575	3,300.00	\$1,898
Mileage-Coaches	Mileage for coach visits to recipients to conduct onsite meetings and trainings.	\$0.575	100,000.00	\$57,500
Total				\$103,833

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5) Equipment - \$0

Equipment: LACOE Administrative - \$0
Equipment: LAUP - \$0
<ul style="list-style-type: none"> No equipment is budgeted to be purchased, the capitalization threshold is \$5,000, or more, per unit. The computers being purchased are included under the Supplies section. To comply with the lower of 34CFR80.3 the equipment threshold should be the lesser of \$5,000 or LACOE policy, which is also \$5,000.

6) Contractual - \$2,442,403

Contractual: LACOE Administrative - \$324,803
<ul style="list-style-type: none"> \$160,000 - Program Evaluation \$164,803 - Evaluation Consultant

Contractual LAUP - \$2,117,600				
Contractual	Description	Amount	Quantity	Total
Child Care Alliance of Los Angeles	Contracted services with CCALA for coaching 53 FCC recipients not only understand the QRIS, but more importantly act as a partner and mentor to recipients who want to increase the quality of their programs to a Tier 4 or higher.	\$417,600	1.00	\$417,600

Form C. Los Angeles County-Quality Rating and Improvement System

Substitute Teacher Pool	Feasibility study to establish a substitute teacher pool of quality candidates to use during future QRIS related trainings	\$100,000	1	\$100,000
Facilities Improvement	Contracting services to provide needs to facilities and oversee the planning and construction process.	\$1,600,000	1	\$1,600,000
Total				\$2,117,600

7) Training Stipends - \$0

Training Stipends: LACOE Administrative - \$0

Training Stipends: LAUP - \$0

- None

8) Incentives - \$3,530,450

Incentives: LACOE Administrative - \$0

Incentives: LAUP - \$3,530,450				
Grants	Description	Amount	Quantity	Total
Professional Development Incentives	Used per site to cover staffing costs such as substitute teachers to send teaching staff to professional development workshops and trainings. This incentive will help	\$2,000.00	411.00	\$822,000

Form C. Los Angeles County-Quality Rating and Improvement System

	meet the required 21 hours of professional development in the Quality Continuum Framework			
Tiers 1-3 Incentives-Lakeshore Classroom Kits	Per classroom, provider will be able to choose one kit of Lakeshore materials. Kits are organized in the following learning domains: Math/Science, Social-Emotional, Language and Literacy, Diversity/Differing Abilities and Gross. Motor/Health/Nutrition.	\$550.00	879.00	\$483,450
Outdoor Enhancement Grants-Centers	Used to enhance the outdoor environments of CSPP providers in order to achieve at least a Tier 4 rating. Allowable enhancements may include, but are not limited to gross motor materials, building a classroom garden, fix or replenish playground surfacing. Grant amounts will vary based on need of individual programming.	\$25,000.00	84	\$2,100,000
Outdoor Enhancement Grants-FCC	Used to enhance the outdoor environments of CSPP providers in order to achieve at least a Tier 4 rating. Allowable enhancements may include, but are not limited to gross motor materials, building a classroom garden, fix or replenish playground surfacing. Grant amounts will vary based on need of individual	\$5,000.00	25	\$125,000

Form C. Los Angeles County-Quality Rating and Improvement System

	programming.			
Total				\$3,530,450

9) Total Direct Costs - \$12,782,765

10) Other Operating Costs - \$354,244

Other Operating Costs - LACOE Administrative - \$24,353	
•	\$13,825 Rent – Estimated at 150sq per employee plus a 2.00 factor for use of common areas. The annual rate per sq. ft. is 21.60, or \$6,480 per FTE (5.0 FTEs) for .6667 of a year. There is no charge for the Sr. Accountant as it is included in the In-direct rate. There is no charge for other allocated staff as the charge is nominal.
•	\$3,200 Repairs and Maintenance - Estimated at \$125 per month per FTE (3.2 FTEs). There is no charge for the Sr. Accountant as it is included in the In-direct rate. There is no charge for other allocated staff as the charge is nominal.
•	\$960 Telephone - Estimated at \$20 per month per FTE (4.0 FTEs). There is no charge for other allocated staff as the charge is nominal.
•	\$768 Mobile internet access - Estimated at \$40 per month per FTE (3.0 FTEs) for the staff with laptops. There is no charge for other allocated staff as the charge is nominal.
•	Staff Development \$5,600 - Estimated at \$1,400 per FTE (4.0 FTEs). There is no charge for other allocated staff as the charge is nominal.

Other Operating Costs - LAUP - \$329,891				
Operating Expenses	Description	Amount	Quantity	Total
Rent	Rent is estimated at \$2,195 per FTE for the grant year.	\$2,157	109	\$235,066
Utilities	Utilities are estimated at \$150 per FTE for the grant year.	\$150	109	\$16,345
Parking	Parking is estimated at \$720 per FTE for the grant year.	\$720	109	\$78,480
Total				\$329,891

Form C. Los Angeles County-Quality Rating and Improvement System

11) Total Indirect Cost - \$448,163

Total Indirect Cost: LACOE Administrative - \$0
• None

Total Indirect Cost: LAUP - \$448,163
<ul style="list-style-type: none"> • Indirect costs are calculated at 8% of salary and benefits for a total of \$448,163. The indirect cost covers agency-wide, general management costs. These costs include administrative staff such as the CEO, accounting, human resources, purchasing, office services clerical staff not dedicated to specific programs, office space used by those staff, equipment and services used: copiers, phone systems, janitorial service, IT support, etc. In addition, board expenses, fundraising & marketing expenses, grants management, fiscal audit, liability insurance and staff training.

VII.C. Assessment and Access Projects

1) Personnel - \$445,393

Personnel: LACOE Administration - \$109,247					
Position	Description	% FTE	Base Salary	% of year	Total
LACOE Executive Director	See Q1	1%	154,428	66.67%	\$1,030
LACOE Training & Technical Assistance Program Manager	See Q1	20%	\$117,612	66.67%	\$15,682
LACOE Education Monitor	See Q1	20%	\$107,988	66.67%	\$14,398
LACOE Fiscal Liaison	See Q1	20%	\$107,988	67.67%	\$14,398
LACOE Senior Accountant	See Q1	20%	\$78,648	66.67%	\$10,486

Form C. Los Angeles County-Quality Rating and Improvement System

Personnel: LACOE Administration - \$109,247					
Position	Description	% FTE	Base Salary	% of year	Total
LACOE Secretary	See QI	20%	\$51,036	66.67%	\$6,805
LACOE Sr. Data Processing Specialist	See QI	100%	\$69,672	66.67%	46,448
Total					\$109,247

Personnel: OCC - \$336,146					
Position	Description	Base Mo. Salary	% Time on Project	# of Mo.s	Total
Special Services Assistant III	Responsible for overall administration including personnel and fiscal management, internal coordination of OCC projects, liaison to CEO and departments as needed.	\$10,844.00	15%	8	\$13,012.80
Chief Program Specialist	Coordinates communication with LAC-QRIS Consortia partners, and serves as point of contact for LACOE monitoring. Troubleshoots policy issues as needed, and completes progress reports. Oversees rating subcontract with UCLA CICCQ. Supervises and supports Program Specialist IV, Program Specialist III and two Senior Typist Clerks.	\$10,479.00	50%	8	\$41,916.00
Program Specialist IV	Manages daily operation of rating functions, and coordinates the transition of the rating process from UCLA CICCQ to OCC. Supervises and supports Research Analyst III (Statistician),	\$9,151.00	100%	6	\$54,906.00

Form C. Los Angeles County-Quality Rating and Improvement System

Personnel: OCC - \$336,146					
Position	Description	Base Mo. Salary	% Time on Project	# of Mo.s	Total
	Research Analyst III (Anchor), and two Research Analyst II (Data Collectors)				
Program Specialist III	Verifies self-reported data in portfolios submitted by CSPP centers and FCCHEN family child care providers. Supervises and supports three Program Specialists I.	\$7,777.00	100%	4	\$31,108.00
Program Specialist I	Recruits CSPP centers and FCCHEN family child care providers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$5,929.00	100%	2	\$11,858.00
Program Specialist I	Recruits CSPP centers and FCCHEN family child care providers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$5,929.00	100%	2	\$11,858.00
Program Specialist I	Recruits CSPP centers and FCCHEN family child care providers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$5,929.00	100%	2	\$11,858.00
Senior Typ Clerk	Verifies licensing status of applicants. Enters data, files documentation, runs reports. Provides clerical support to QRIS program support team.	\$3,642.00	100%	4	\$14,568.00
Senior Typ Clerk	Verifies licensing status of applicants. Enters data, files documentation, runs reports. Provides clerical support to QRIS rating team.	\$3,642.00	100%	4	\$14,568.00
Rsch Analyst III (Statistician)	Manages data collection protocols, analysis and generation of quality rating data.	\$6,641.00	100%	5	\$33,205.00

Form C. Los Angeles County-Quality Rating and Improvement System

Personnel: OCC - \$336,146					
Position	Description	Base Mo.Salary	% Time on Project	# of Mo.s	Total
Rsch Analyst III (Anchor)	Ensures and maintains reliability of two Research Analyst II (Data Collectors). Serves as anchor for ERS and CLASS measures.	\$6,641.00	100%	5	\$33,205.00
Rsch Analyst II (Data Collector)	Conducts quality rating observations in CSPP centers and FCCHEN family child care home settings. Applies CLASS and ERS measures, and collects data during site visits.	\$5,479.00	100%	5	\$27,395.00
Rsch Analyst II (Data Collector)	Conducts quality rating observations in CSPP centers and FCCHEN family child care home settings. Applies CLASS and ERS measures, and collects data during site visits.	\$5,479.00	100%	5	\$27,395.00
Fiscal Lead	Completes quality assurance review of fiscal reports. Supervises Fiscal Program Specialist II.	\$10,274.00	5%	8	\$4,109.60
Fiscal Program Specialist II	Tracks receipt of funds and invoices. Prepares fiscal reports.	\$6,479.00	10%	8	\$5,183.20
Student Professional Wkrs (Data Entry)	Enters quality data into SPSS and database.	\$1,080.73	0%	0	\$ -
Student Professional Wkrs (Data Entry)	Enters quality data into SPSS and database.	\$1,080.73	0%	0	\$ -
Student Professional Wkrs (Data Entry)	Enters quality data into SPSS and database.	\$1,080.73	0%	0	\$ -
Total					\$336,146

Form C. Los Angeles County-Quality Rating and Improvement System

2) Benefits - \$215,644

Benefits: LACOE Administrative - \$48,815				
Description	Basis	Factor	Rate	Total
Social Security	6.2% of salaries	\$109,247	6.2%	\$6,773
Medicare	1.45% of salaries	\$109,247	1.45%	\$1,584
Pension Cost	14.798%	\$109,247	14.798%	\$16,166
Health & Welfare	\$11,100 per FTE per year	1.34	\$11,100	\$14,874
State Unemployment Insurance	0.05 % of salaries	\$109,247	0.05%	\$55
Worker Compensation	7.89% of salaries	\$109,247	7.89%	\$8,620
Other Post-employment Benefits – fixed	\$525 per employee per year	1.34	\$525	\$704
Other Post-employment Benefits – Variable	0.36% of salaries	\$109,247	.036%	\$39
Total				\$48,815

Benefits: OCC - \$166,829
<ul style="list-style-type: none"> The County benefit rate is calculated at 49.63% of salaries. The total benefit cost is \$166,829.

Form C. Los Angeles County-Quality Rating and Improvement System

3) Supplies - \$44,255

Supplies: LACOE Administration - \$14,150
<ul style="list-style-type: none"> • \$10,000 - Resource Materials • \$670 - Office supplies estimated at \$500 per Full Time Equivalent (2.010 FTEs) per year (0.667). • \$1,380 – 0.6 laptop computers, docking stations, external monitor. Estimated cost of \$2,300 each. The laptops will be used by T&TA Program Manager, Education Consultant, and Fiscal Liaison. This purchase will be allocated 80% to QRIA and 20% to AAP. • \$2,100 – 1.4 desktop computers, including monitor. Estimated cost of \$1,500. The desktops will be used by the Senior Accountant, Secretary and the Senior Data Processing Specialist. This purchase will be allocated 80% to QRIA and 20% to AAP for 2 computers and 100% for the other (use by the Senior Data Processing Specialist).

Supplies: OCC - \$30,105
<ul style="list-style-type: none"> • Includes procurement of office supplies such as writing tablets, folders, pens, pencils, paper clips, tape, etc. totaling \$245, postage totaling \$70, FedEx mailing costs totaling \$100, copying expenses totaling \$140, and phone charges totaling \$350. Training costs, such as ERS and CLASS trainings that need to be supplied for newly hired data collectors are included totaling \$6,000. Equipment expenses to procure 4 desktop computers, each valued at \$5,000 are included in this cost category, totaling \$20,000. Equipment maintenance costs which include the estimated cost for copier/fax and computer maintenance is calculated at \$400 per month. Fees to be paid to Los Angeles County's Shared Services/ISD Network are projected to total \$2,800.

4) Travel - \$5,330

Travel: LACOE Administrative - \$330					
Purpose	Site	# Trips	Miles at \$0.57.5/mile (IRS 2015 rate)	\$ per diem	Total
Program Manager T&TA Activities	Various	6 trips per year	32 miles/visit (average)	\$0	\$ 110
Education Consultant Activities	Various	6 trips per year	32 miles/visit (average)	\$0	\$ 110

Form C. Los Angeles County-Quality Rating and Improvement System

Fiscal Liaison Activities	Various	6 trips per year	32 miles/visit (average)	\$0	\$ 110
Total					\$ 330

Travel: OCC - \$5,000

- Travel costs include attendance at Consortium meetings, local meetings and community events. Travel also includes data collectors' mileage expenses.

5) Equipment - \$0

Equipment: LACOE Administrative - \$0

Equipment: OCC - \$0

- No equipment is budgeted to be purchased, the capitalization threshold is \$5,000, or more, per unit. The computers being purchased are included under the Supplies section. To comply with the lower of 34CFR80.3 the equipment threshold should be the lesser of \$5,000 or LACOE policy, which is also \$5,000.

6) Contractual - \$994,474

Contractual: LACOE Administrative - \$290,000

- \$50,000 - Outside Web Site Consultant. Needed to develop a web site to increase visibility of available State Preschool providers.
- \$40,000 -Program Evaluation
- \$200,000 – Data System – "Efforts to Outcomes"

Contractual: OCC - \$704,474

- LACOCC will continue to subcontract with UCLA CICCQ to conduct 92 CSPP center ratings, analyze data and prepare rating reports, and write a rating summary report. Payment to UCLA CICCQ will not exceed \$354,474. LACOCC will also subcontract Child Care Alliance of Los Angeles (CCALA) to incorporate LACQRIS information into referral processes, add LACQRIS information to agency websites, develop and disseminate hard and electronic materials on LACQRIS to parents, child care providers and the public. Payment to CCALA will not exceed \$300,000.

7) Total Direct Costs - \$1,729,444

Form C. Los Angeles County-Quality Rating and Improvement System

8) Indirect Costs - \$140,234

Indirect Costs: LACOE Administrative - \$99,996

- Indirect Costs is 7.75% of all Direct Costs except for the sub-contracted costs, where it only applies to the 1st \$25,000 of each sub-contract ($\$1,290,269 \times .0775$)

Indirect Costs: OCC - \$40,238

- The Office of Child Care's indirect costs are calculated at 8% of salary and benefits for a total of \$40,238. The indirect rate covers a portion of the department-wide, general management and administrative costs that cannot be directly charged to the program. These allocable costs include administrative staff such as the executive management, human resources, purchasing, office clerical staff not dedicated to specific programs, janitorial service, IT support, etc.

9) Other Operating Costs – \$24,348

Other Operating Costs: LACOE Administrative - \$19,048

- **\$7,776 Rent**– Estimated at 150sq per employee plus a 2.00 factor for use of common areas. The annual rate per sq. ft. is 21.60, or \$6,480 per FTE (1.8 FTEs) for .6667 of a year. There is no charge for the Sr. Accountant as it is included in the In-direct rate. There is no charge for other allocated staff as the charge is nominal.
- **\$1,800 Repairs and Maintenance** - Estimated at \$125 per month per FTE (1.8 FTEs). There is no charge for the Sr. Accountant as it is included in the In-direct rate. There is no charge for other allocated staff as the charge is nominal.
- **\$480 Telephone** - Estimated at \$20 per month per FTE (1.8 FTEs). There is no charge for other allocated staff as the charge is nominal.
- **\$192 Mobile internet access** - Estimated at \$40 per month per FTE (0.6 FTEs) for the staff with laptops. There is no charge for other allocated staff as the charge is nominal.
- **\$2,800 Staff Development** - Estimated at \$1,400 per FTE (2.0 FTEs). There is no charge for other allocated staff as the charge is nominal.
- **\$6,000 Website operational cost** - \$500 for 8 months plus \$2,000 in web startup costs.

Form C. Los Angeles County-Quality Rating and Improvement System

Other Operating Costs: OCC - \$5,300

- LACOCC will pay this amount for space rental fees.

10) Total Grant Funds Requested - \$16,646,606

Form D. CSPP LACQRIS Block Grant 2014–2015 Spreadsheet

County/Region		Los Angeles County		Percent of Grant
SACS		QRIS Block Grant Plan Section	TOTALS	
IV		Local QRIS Block Grants	\$1,546,000	9.29%
V		Quality Improvement (QI)		
		Personnel		
1000		QI Management	\$495,009	
2000		Support Staff	\$4,151,667	
	1	Subtotal Salaries	\$4,646,676	
3000		Benefits	\$1,314,292	
	2	Subtotal Benefits	\$1,314,292	
V. A.		TOTAL PERSONNEL	\$5,960,968	
		Operations		
4000	3	Supplies and Services	\$389,541	
5000	4	Travel	\$105,159	
5000	5	Equipment	\$0	
	6	Contractual	\$2,442,403	
	7	Training Stipends	\$0	
	8	Incentives	\$3,530,450	
		Other	\$354,244	
V. B.		TOTAL OPERATIONS	\$6,821,797	
V. C.	10	TOTAL DIRECT COSTS (V. A+B)	\$12,782,765	76.79%
VI		Assessment and Access		
		Personnel		
1000		Assessment Management	\$126,546	
2000		Support Staff	\$318,847	
	1	Subtotal Salaries	\$445,393	
3000		Benefits	\$215,644	
	2	Subtotal Benefits	\$215,644	
VI. A.		TOTAL PERSONNEL	\$661,037	
		Operations		
4000	3	Supplies and Services	\$44,255	
5000	4	Travel	\$5,330	
5000	5	Equipment	\$0	
	6	Contractual	\$994,474	
		Other	\$24,347	
VI. B.		TOTAL OPERATIONS	\$1,068,407	
VI. C.	7	TOTAL DIRECT COSTS (VI. A+B)	\$1,729,444	10.39%
		TOTAL DIRECT COSTS (IV + V.C +VI.C)	\$16,058,209	
D.1		AMOUNT NOT SUBJECT TO INDIRECT	\$8,662,927	
D.2		TOTAL USED TO CALCULATE	\$7,395,282	

		INDIRECT	
E	8	INDIRECT COSTS	Various \$588,397
F	9	TOTAL GRANT FUNDS FY 2014-15 (IV+V+ VI.C+VII.C+E)	\$16,646,606

3.53%

Exhibit E
LAOCC Performance Indicators (PI) for LAC-QRIS
 May 1, 2015- December 2015
SUMMARY OF REQUIRED REPORTS:

Due Date	Report(s)	Payment Plan	Submission Format	Submit To
May 30 th 2015	A Revised budget for the year, with a break out of the operational budget for the first 3 months.		Electronic	Liz Guerra at LizGuerra@laoce.edu
the 5 th of every month June July August September Oct Nov Dec Jan. 2016	A monthly program report based on the Scope of Work will be provided by LACOE. The report to include, but not be limited to the following: a) Participation on the QRIS LT and activities, including outreach b) Number of provider contracts processed and assessed to-date. c) Staffing hires and vacancies d) Criminal Background Clearance		Electronic	Liz Guerra at LizGuerra@laoce.edu
the 12 th of each month	Cash Projections for the following month	Cash Advance	Electronic and Hard copies	Controller's Office HS_CostReport@laoce.edu
the 12 th of the month following each quarter July 10, 2015(quarterly) Oct. 12 2015(quarterly) Jan. 12 2016(quarterly)	The quarterly cost report/invoice template will be provided by LACOE. Contractor staff must attend Cost Report training.	Reimbursement	Electronic and Hard copies	Controller's Office HS_CostReport@laoce.edu



**Los Angeles County
Office of Education**

Leading Educators • Supporting Students • Serving Communities

Criminal Background Clearance Tuberculosis Clearance Certification Form

TO: Los Angeles County Office of Education
9300 Imperial Highway
Contract Section, Clark Building, #153
Downey, CA 90242-2890

FROM: Name _____
Address _____
City _____
State/Zip _____

CRIMINAL BACKGROUND CLEARANCE

The following Contractor, Contractor's employees, agents or volunteers will have **MORE THAN LIMITED CONTACT** (as defined by LACOE) with LACOE students during the term of the Contract. (Ref. Education Code Section 45125.1) *Attach and sign additional pages, as needed.*

1.	4.	7.
2.	5.	8.
3.	6.	9.

The employee(s) listed above **have been fingerprinted** as required under Education Code Section 45125.1 through procedures established by the California Department of Justice and the FBI, **and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious violent felony**, as defined by the California Penal Code.

TUBERCULOSIS CLEARANCE

The following Contractor, Contractor's employees, agents or volunteers will have **MORE THAN LIMITED OR PROLONGED CONTACT** (as defined by LACOE) with LACOE students during the term of the Contract and have received a TB test. (Ref. Education Code Section 45125.1) *Attach and sign additional pages, as needed.*

Name	Date of Test	Name	Date of Test
1.		4.	
2.		5.	
3.		6.	

The employee(s) listed above have been TB tested and have been found to be free of communicable tuberculosis. Contractor shall maintain on file the certificates from the examining physicians/surgeons showing that each of the above was examined and found free from active tuberculosis. These forms must be maintained and updated by the Contractor and be available to LACOE upon request or audit.

CERTIFICATION BY INDEPENDENT CONTRACTOR/PROVIDER

I certify that the information provided herein is true and accurate. I further declare, under penalty, that the Contractor or Independent Consultant named below **has complied and will continue to comply** with the aforementioned Education Code requirements throughout the entire contract term, and any/all subsequent amendment terms.

NAME OF COMPANY OR INDEPENDENT CONSULTANT (PLEASE PRINT): County of Los Angeles, Chief Executive Office	PHONE NUMBER ()
AUTHORIZED SIGNATURE 	DATE OF SIGNATURE
PRINT NAME OF SIGNATORY Sachi Hamai	PRINT TITLE OF SIGNATORY Chief Executive Officer

Exhibit H

APPLICABLE LAWS, REGULATIONS AND LACOE POLICIES INCORPORATED HEREIN BY REFERENCE

Applicable CDE regulations and other program related documents, which may be revised from time to time, are incorporated herein by reference as though set forth in their entirety. Additional copies may be obtained from the LACOE Head Start/State Preschool Division upon request. LACOE will provide Agency with copies of any/all updated or revised applicable documents. It is the obligation of the Agency to comply with the most current version of all documents. The Agency's endorsement on this Contract signifies that appropriate Agency personnel have read and understand all applicable regulations and serves to certify that Agency will abide by the provisions thereof. The failure of the Agency to examine and abide by any of the documents shall in no way relieve the Agency from obligations with respect to the requirements contained in the documents or the Contract.

- Public Law 101-336 – American with Disabilities Act (ADA) of 1990 42USC-12101
- Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children's Act of 1994
- Public Law 104-156 (Single Audit Act Amendments of 1996)
- Public Law 105-17 – Individuals with Disabilities Education Act (IDEA)
- Title 7 of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
- 29 U.S.C. 1001 et seq. (Employee Retirement Income Security Act of 1974)
- 40 U.S.C. 276a et seq (Davis Bacon Act)
- 40 U.S.C. 276a-a7 (Copeland Anti-Kickback Act)
- 5 CFR Part 733 Hatch Act
- California Health and Safety Code Part 7 California Retail Food Code
- California Department of Public Health, Immunization Branch, California Immunization Requirements for Child Care

- 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government
- California Building Code (CBC)
- Uniform Building Code (UBC)
- California Fire Code (CFC)
- National Electric Code (NEC)
- Division of the State Architect (DSA), if applicable
- County Health Code
- Occupational Safety and Health Administration (OSHA)
- Asbestos Hazard Emergency Response Act (AHERA)
- 2 CFR Part 200, Super Circular
- 28 CFR Part 36, Americans with Disabilities Act (ADA) – Standard for Accessible Design, July 1, 1994
- 29 CFR Part 5 (Department of Labor Regulations)
- 37 CFR Part 401 – Rights to Inventions Made by Nonprofit Organizations and Small Business firms Under Government Grants, Contracts, and Cooperative Agreements
- 45 CFR Parts 1301, 1302, 1304, 1305, 1306, 1307, 1308, 1309, 1310 Head Start Program Regulations and Program Performance Standards
- 45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board
- 45 CFR Part 46 – Protection of Human Subjects
- 45 CFR Part 74 – Uniform Administrative Requirements for Awards and Sub-awards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations and Commercial Organizations, and Certain Grants and Agreements with State, Local Governments, and Indian Tribal Governments
- 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services’ Effectuation of Title VI of the Civil Rights Act of 1964
- 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance

- 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting From Federal Financial Assistance
- 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
- 45 CFR Part 92 - Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 45 CFR Part 93 – New Restrictions on Lobbying
- 2 CFR Part 180 – OMB Guidelines to agencies on Government-wide debarment and suspension (non-procurement) by reference in 2CFR 376
- 2 CFR Part 230 (OMB Circular A-122) Cost Principles for Nonprofit Organizations
- 2 CFR Part 225 Cost Principles of State, Local, and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 376 - Non- Procurement Debarment and Suspension
- CA Code of Regulations, Title II, Chapter 5, Section 8107, Non-Discrimination Clause
- California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission – Political Reform Act of 2002
- CA Department of Social Services, Community Care Licensing Division Title 22 Regulations
- CA Education Code Section 45125.1 – Fingerprinting and Background Checks
- California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
- California Labor Code
- California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
- LACOE ERSEA Policies, Guidance and Reporting System Manual
- LACOE CSPP Manual
- LACOE Procedures for Budget Adjustments and Advance Approvals (RAA/BAR Manual)

- **Early Childhood Environmental Rating Scales-Revised (ECERS-R)**
- **Infant Toddler Environmental Rating Scales (ITERS)**
- **Family Child Care Environmental Rating Scales (FCCERS)**
- **Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for the Operation of the Early Head Start/Head Start and State Preschool Programs.**

LOS ANGELES COUNTY OFFICE OF EDUCATION
Head Start-State Preschool Division

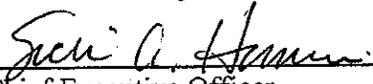
2014-2015/2016
Contract for LAC-QRIS CSPP Block Grant

Exhibit J

**Certification and Understanding of All Supplies, Equipment, Vehicles and Facilities
Constructed, Purchased or Renovated with California State Preschool Program
QRIS Block Grant Funds**

This is to certify that we shall conduct annual comprehensive physical inventory per program contract, inclusive of applicable reconciliation activities and pursuant to exhibit "E" requirement, submit a comprehensive inventory report (supplies down to site and classroom levels, equipments, facilities) to LACOE annually. All supplies, equipment, vehicles and/or facilities constructed, purchased or renovated, in whole or in part, with funds received through a contractual relationship with Los Angeles County Office of Education (LACOE), as lead for the QRIS CSPP Block Grant funds at the Los Angeles County Office of Education (LACOE), as contractor for the California Department of Education, is the property, in whole or in part, of LACOE, or the California Department of Education, Child Development Division (CDE/CDD).

It is understood and accepted by Contractor that none of the above-mentioned supplies, equipment, vehicles and/or facilities, whether Federally or State funded or both, may be used in any other program(s) or disposed of without the express written prior approval of an authorized representative(s) of LACOE.



Chief Executive Officer

Date

Director, Head Start, Early Head Start and/or
State Preschool

Date

Allowable Expenditure Guidelines for the QRIS CSPP Block Grant Funds

A. Allowable Expenses

Acceptable uses of the QRIS CSPP Block Grants funds are for program enhancements and include, but are not limited to:

Staffing:

1. Professional development stipends
2. Benefits
3. Workshop/Conference fees
4. Staff meeting materials

Program Needs:

1. Instructional materials⁹ ex. Books, fine motor materials, tricycles, art supplies)
2. Curriculum materials
3. Developmental screenings or assessments
4. Teacher resource books
5. Capital Improvements (Given Block Grant limitations)

Family Engagement:

1. Parent engagement activities
2. Transition to kindergarten activities

B. Prohibited Expenses

1. Travel expenses (except local mileage costs for QRIS CSPP Block Grant activities)
2. Purchase of vehicles or other transportation equipment
3. Bad debts, including losses arising from uncollectible accounts and any related legal costs
4. Costs of amusement or entertainment activities that do not benefit children school readiness skills
5. Costs incurred after the Contract has been terminated
6. Fundraising costs
7. Personal or business loans including finance charges
8. Investment management costs
9. Costs of organization of a nonprofits cop rotation such as incorporation fees or consultant fees
10. Public relations consultant fees
11. Costs of legal consulting and accounting services incurred in prosecution

This list is pending CDE approval

ATTACHMENT 2



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>

SACHI A. HAMAI
Interim Chief Executive Officer

September 8, 2015

Patricia Smith
Executive Director, Business and Finance
Los Angeles County Office of Education
9300 Imperial Highway, ECW Room 153
Downey, CA 90242

Dear Ms. Smith:

ACKNOWLEDGEMENT OF SELF-INSURANCE

This letter attest to the fact that:

The County of Los Angeles is self-insured pursuant to California Government Code section 990, et. seq.

Sincerely,

A handwritten signature in black ink, appearing to read "Sachi A. Hamai".

SACHI A. HAMAI
Interim Chief Executive Officer

SAH:JJ:CT
VH:km

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Self-Insurance Acknowledgement-QRIS Board Letter

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

ATTACHMENT 3

PINK(1)

BA FORM 05052015

BOARD OF SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

September 29, 2015
DEPT NO: 060

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR
FY 2015-16
4 - VOTES

SOURCES

USES

BA DETAIL - SEE ATTACHMENT PAGE 1

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL

994,000

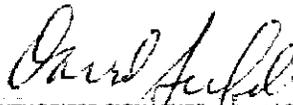
USES TOTAL

994,000

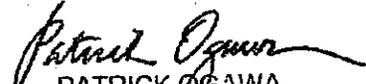
JUSTIFICATION

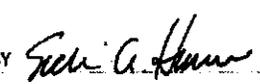
Reflects an increase in appropriation to fund 1.0 Program Specialist III, 2.0 Program Specialist I and 1.0 Senior Typist Clerk positions to assist with the administration of the CSPP-QRIS Grant, and to fund contracts with community agencies to conduct assessments and ratings of child care facilities and to develop outreach efforts targeting parents and child care facilities.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES


AUTHORIZED SIGNATURE David Seidenfeld, Manager, CEO

29 SEP 15 2015
BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	<input type="checkbox"/> ACTION	<input checked="" type="checkbox"/> APPROVED AS REQUESTED
	<input checked="" type="checkbox"/> RECOMMENDATION	<input type="checkbox"/> APPROVED AS REVISED
AUDITOR-CONTROLLER	BY 	CHIEF EXECUTIVE OFFICER BY 
B.A. NO. 018	DATE August 21, 2015	DATE

SEND 3 COPIES TO THE AUDITOR CONTROLLER

COUNTY OF LOS ANGELES
STATE/SUPPLEMENTAL BUDGET REQUEST ADJUSTMENT
CHIEF EXECUTIVE OFFICE

FY 2015-16
4 - VOTES

SOURCES		USES	
CHIEF EXECUTIVE OFFICER A01-AO-88-8810-10100 STATE-SPECIAL GRANTS INCREASE REVENUE	994,000	CHIEF EXECUTIVE OFFICER A01-AO-1000-10100 SALARIES & EMPLOYEE BENEFITS INCREASE APPROPRIATION	651,000
		CHIEF EXECUTIVE OFFICER A01-AO-2000-10100 SERVICES & SUPPLIES INCREASE APPROPRIATION	343,000
SOURCES TOTAL	994,000	USES TOTAL	994,000

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23

SEP 15 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

BA#018

 8/21/15



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>

Board of Supervisors
HILDA L SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

SACHI A HAMAI
Interim Chief Executive Officer

"To Enrich Lives Through Effective And Caring Service"

September 08, 2015

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

23 September 15, 2015

PATRICK OZAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

AUTHORIZE THE EXECUTION OF A CONTRACT WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION TO IMPLEMENT THE CALIFORNIA STATE PRESCHOOL PROGRAMS QUALITY RATING IMPROVEMENT SYSTEM BLOCK GRANT FROM THE CALIFORNIA DEPARTMENT OF EDUCATION AND APPROVE APPROPRIATION ADJUSTMENT (ALL DISTRICTS AFFECTED) (4-VOTES)

SUBJECT

A recommendation to authorize the Interim Chief Executive Officer (CEO) to execute a contract with the Los Angeles County Office of Education (LACOE) to accept funds to implement the California State Preschool Programs Quality Rating Improvement System (CSPP-QRIS) Block Grant from the California Department of Education (CDE) in the amount of \$994,000. Authorize one Program Specialist III, two (2) Program Specialist I, and one Senior Typist Clerk positions to assist with the administration of the CSPP-QRIS Grant. Delegate authority to the Interim CEO to prepare and execute agreements on a sole source basis with the University of California Los Angeles (UCLA)-Center for Improving Child Care Quality to conduct assessments and ratings on child care facilities and the Child Care Alliance of Los Angeles (CCALA) to develop and disseminate outreach materials to parents, child care providers and the public; and approve an Appropriation Adjustment in the amount of \$994,000 to allow for the implementation of this contract. The contract period is May 1, 2015 through December 31, 2015. The Office of Child Care (OCC), within the Service Integration Branch (SIB) of the CEO, will administer this contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Interim CEO to execute a contract (Attachments 1 and 2) with the LACOE to accept funds to implement the California State Preschool Programs CSPP-QRIS Block

Grant in the amount of \$994,000. The OCC, within the SIB of the CEO, will administer this contract.

2. Authorize one Program Specialist III, two Program Specialists I, and one Senior Typist Clerk Ordinance Positions pursuant to Section 6.06.020 of the County Code.
3. Delegate authority to the Interim CEO to prepare and execute sole source agreements and amendments as needed with UCLA to provide assessments and ratings of child care providers and center staff and CCALA to develop and disseminate outreach materials to parents, child care providers and the public. Approval as to the form will be obtained from County Counsel prior to execution.
4. Approve the attached Appropriation Adjustment (Attachment 3) in the amount of \$994,000 to increase appropriation and revenue to launch the CSPP-QRIS program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the CSPP-QRIS Block Grant is to create a system that assesses, enhances, and communicates the quality of California State Preschool Program-funded center-based programs. The CSPP-QRIS rating system is an opportunity for early care and education providers to receive feedback about their current level of administrative, classroom, and quality service; particularly since CSPP-QRIS criteria are above and beyond basic licensing requirements. Participating providers receive information, coaching, and incentives that assist them as they move toward progressively higher standards. The LACOE is the lead fiscal and program agent to the CDE responsible for the administration of the CSPP-QRIS Block Grant. OCC will administer this contract. The contract includes the following budget categories:

- \$651,000 – Salary & Employee Benefits
- \$343,000 – Services & Supplies

To assist with the administration of this contract, OCC will request several new positions which are fully funded through the contract. Those positions are:

- One (1) FTE Program Specialist III
- Two (2) FTE Program Specialists I
- One (1) FTE Senior Typist Clerk

Additionally, OCC will seek to enter into contracts with UCLA and CCALA. The contracted services provided by UCLA will include observation, assessment and analysis of child care facility ratings. CCALA services will include marketing of CSPP-QRIS information to parents, child care providers and the public. Both agencies are current partners in the Race to the Top-Early Learning Challenge (RTT-ELC) efforts supported by OCC and possess years of knowledge and experience providing these services that would be difficult to duplicate. Contracting with other agencies would require an extensive learning curve.

The CSPP-QRIS Block Grant seeks to create one quality rating system for child care providers in the County. This single rating system will standardize and increase the level of consistency among the agencies participating in the CSPP-QRIS.

Implementation of Strategic Plan Goals

The CSPP-QRIS Block Grant supports the County's Strategic Plan Goal 3: Integrated Services

Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

All costs associated with the requested ordinance positions and UCLA and CCALA agreements are covered by the grant. There is no net County cost and no County matching requirements.

Approval of the Appropriation Adjustment (Attachment 3) in the amount of \$994,000 will allow for the grant amount to be included in the 2015-16 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The OCC began implementing a Quality Rating and Improvement System (QRIS) in 2007 with the Steps to Excellence Program (STEP). QRIS programs include the rating of child care facilities, professional development training opportunities, and quality improvement grants. In 2011, the OCC was awarded the California Department of Education RTT-ELC grant to support continued implementation of QRIS programs.

The RTT-ELC is a federal initiative designed to support QRIS efforts. There are sixteen (16) California counties currently participating in the RTT-ELC grant. In Los Angeles County, there are two agencies, OCC and Los Angeles Universal Preschool (LAUP) who administer distinct and separate RTT-ELC QRIS Programs. Both RTT-ELC programs end June 30, 2016.

The CSPP-QRIS Block Grant provides the opportunity to continue QRIS program implementation with a focus on providing services to California State Preschool Programs. To implement the CSPP-QRIS Block Grant, the OCC, LAUP, and LACOE have agreed to partner with each other to provide a portion of the QRIS program thereby, merging into one QRIS program for Los Angeles County. The respective roles for each entity for this grant are:

- LACOE will serve as administrative oversight for the grant and recruit participants;
- OCC will recruit participants, process applicants, conduct licensing verifications, and conduct quality ratings; and
- LAUP will provide coaching, professional development, and quality improvement grants.

Since LACOE is serving as administrative oversight for the grant, the OCC will be contracting with LACOE to implement its respective activities for the grant. This grant is an annual grant with anticipated ongoing funding from the Governor's adopted budget.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The CSPP-QRIS Block Grant will extend child care quality rating and improvements services to California State Preschool Programs in the County and further maximize efforts with the development and implementation of a single rating system.

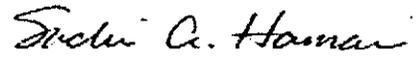
CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one

The Honorable Board of Supervisors
9/8/2015
Page 4

adopted stamped Board letter to the CEO.

Respectfully submitted,



SACHI A. HAMAI
Interim Chief Executive Officer

SAH:JJ
CT:VH:km

Enclosures

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

Attachment II



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, CENTER FOR
IMPROVING CHILD CARE QUALITY**

FOR

**THE CALIFORNIA STATE PRESCHOOL PROGRAM QUALITY RATING
IMPROVEMENT SYSTEM BLOCK GRANT**

Contract Number: AO-16-076

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- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- I CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, CENTER
FOR IMPROVING CHILD CARE QUALITY
FOR
THE CALIFORNIA STATE PRESCHOOL PROGRAM QUALITY
RATING IMPROVEMENT SYSTEM BLOCK GRANT**

This Contract ("Contract") made and entered into this ___ day of _____, 2015_ by and between the County of Los Angeles, hereinafter referred to as "County" and The Regents of University of California Los Angeles (UCLA), hereinafter referred to as "Contractor". Contractor's administrative office is located at **11000 Kinross Avenue, Suite 211, LA, CA 90095-1406.**

RECITALS

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, services as a contractor; and

WHEREAS, on September 15, 2015, the County Board of Supervisors delegated authority to the Chief Executive Officer to prepare and execute sole source agreements and any and all amendments as needed with UCLA to provide assessments and ratings of child care providers and center staff; and

WHEREAS, the contractor will utilize the funding to conduct 24 full ratings of centers using the California State Preschool Quality Rating and Improvement System, Race to the Top – Early Learning Challenge Quality Continuum Framework Hybrid Rating Matrix criteria; and

WHEREAS, the California Department of Education will provide up to **\$121,908** in funding from the California State Preschool Program Quality Rating Improvement System Block Grant to fund this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Contract Execution
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law

Unique Exhibits:

SB 1262 - Nonprofit Integrity Act of 2004

- 1.9 EXHIBIT I - Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on December 1, **2015**, or upon the date of approval by the County, whichever is later,

through December 31, 2015, subject to COUNTY's right to terminate earlier for convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this Contract, and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program.

5.0 CONTRACT SUM

- 5.1 The Maximum Amount of this Contract shall be **One hundred twenty one thousand nine hundred eight dollars (\$121,908)**, for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract in excess of the maximum not-to-exceed cost will be borne by the Contractor.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Executive Office at the address herein provided in Exhibit D - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration-Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such

payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**County of Los Angeles
Chief Executive Office, Service Integration Branch
222 South Hill Street, 5th Floor
Los Angeles, CA 90012
Attention: Renita Bowlin, Chief Program Specialist**

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The role of the County's Project Director may include:

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County's Project Manager

The role of the County's Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this

Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit E - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal,

State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by Chief Executive Officer or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Chief Executive Officer or his/her designee.

8.1.3 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Chief Executive Officer or his/her designee.

8.2 Assignment and Delegation

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor 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 Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any

of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County

shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract 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, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, 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 Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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) Contractor 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 twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or

that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor 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 or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor 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 Contractor'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.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor 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 Contractor and/or the Contractor'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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department 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 Contractor has been debarred for a period longer than five (5) years, that Contractor 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 Contractor 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 Contractor 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.

8.12.5 Sub-Contractors of Contractor

These terms shall also apply to Sub-Contractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts 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.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract 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).

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or

continuing and that may place performance of the Contract 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 Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this

Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and 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, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Sub-Contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from

other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the

Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**County of Los Angeles
Chief Executive Office, Service Integration Branch
222 South Hill Street, 5th Floor
Los Angeles, CA 90012
Attention: Renita Bowlin, Chief Program Specialist**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General

Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and two (\$2) million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Chief Executive Officer, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County

for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor 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 or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.28.3 The Contractor 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 or 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.

8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Sub-Contractor 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 No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor 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 set forth in Exhibit H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - County's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subparagraph 8.38 - Record Retention and Inspection-Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify

the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given

to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Sub-Contractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. The Contractor shall ensure delivery of all such documents to:

**County of Los Angeles
Chief Executive Office, Service Integration Branch
222 South Hill Street, 5th Floor
Los Angeles, CA 90012
Attention: Renita Bowlin, Chief Program Specialist**

before any Sub-Contractor employee may perform any work hereunder.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subparagraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract 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 work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work 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.

8.42.2 After receipt of a notice of termination and except as

otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.38, Record Retention and Inspection-Audit Settlement.

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of

the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any

determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor 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 (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance,

County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 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.

8.52 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 8.51 "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 ten (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.

8.53 Time Off for Voting

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 **Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**

- 9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor’s or its officers’, employees’, or agents’, access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Contractor’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 Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor 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)

IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____ Date _____
SACHI A. HAMAI
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
David Beaudet
Senior Deputy County Counsel

The Regents of UCLA, Center for
Improving Child Care Quality

By _____
Miesha Bailey
Contract and Grant Officer

95-6006143
Tax Identification No.

STATEMENT OF WORK

CALIFORNIA STATE PRESCHOOL PROGRAM QRIS BLOCK GRANT

SCOPE OF WORK

DECEMBER 1, 2015- DECEMBER 31, 2015

Project Name: LA COUNTY CSPP QRIS BLOCK GRANT**Lead Agency:** UCLA Center for Improving Child Care Quality (CICCCQ)**Total Number of Quality Rating Observations:** Up to 24 ratings

OBJECTIVES (Include who, what, when, where, how, and how much for each objective.)	ACTIVITIES (Indicate activities leading to fulfillment of each objective. Include benchmarks or milestones in chronological order. Include quantity or frequency of activities.)	TIMELINE (Indicate start and end period.)	DELIVERABLES Indicate date which each deliverable is due.
Outcome #1: Conduct up to 24 CSPP full ratings of centers using CSPP QRIS/RTT-ELC Quality Continuum Framework Hybrid Rating Matrix criteria, including portfolio review. The number of reviews conducted depends on OCC's ability to recruit, prepare, and refer programs to CICCCQ for review, as well as program attrition rates.			
Objective 1.1: <i>Hire, train and maintain reliability of reviewers</i> Who: CICCCQ Project Director, Project Manager, Project Administrator, Project Trainer/Anchor and Quality Reviewers	a. Maintain reliability for up to 4 quality reviewers. Test for inter-rater reliability every 3 months. Hold weekly meetings with quality review staff. Who: CICCCQ Project Director, Data Manager, Project Manager, Project Trainer/Anchor and Quality Reviewers	December 2015	Reliability results included with monthly reports.
	b. Maintain trainer/anchor reliability. Ensure project anchor completes trainer recertification with Teachstone and participates in professional development activities and/or state-wide reliability checks conducted by CDE/First 5 California for regional anchors. Who: Project Director, Project Manager, Project Trainer/Anchor and Project Administrator	December 2015	Updates on anchor activities included in monthly reports.
Objective 1.2: <i>Conduct Quality Reviews</i> Who: CICCCQ Project Director, Data Manager, Project Manager, and Quality Reviewers, Data Entry Staff	a. Manage all logistics of scheduling, conducting quality reviews, receiving and preparing data for analysis Who: CICCCQ Project Director, Data Manager, Project Manager, Quality Reviewers & Data Entry Staff	December 2015	Summary of activities, reviews scheduled, completed and canceled, included in monthly reports.
	b. Provide technical assistance to quality reviewers on daily basis for trouble shooting issues that may arise in the field and weekly staff meetings to clarify data collection protocols.	December 2015	Summary of any issues encountered provided in monthly reports.

<p>OBJECTIVES (Include who, what, when, where, how, and how much for each objective.)</p>	<p>ACTIVITIES (Indicate activities leading to fulfillment of each objective. Include benchmarks or milestones in chronological order. Include quantity or frequency of activities.)</p>	<p>TIMELINE (Indicate start and end period.)</p>	<p>DELIVERABLES Indicate date which each deliverable is due.</p>
	<p>Who: CICCQ Project Manager</p> <p>c. Provide quality review facilitator for programs to contact to facilitate successful completion of on-site reviews, including daily telephone access, site visit feedback forms and to resolve any unanticipated issues on the day of scheduled review.</p> <p>Who: CICCQ Project Manager and Quality Reviewers</p> <p>d. Complete up to 24 reviews of child care centers. Analyze data and report CSPP QRS scores. Share results with OCC staff and track all QRS scores in Excel database.</p> <p>Who: CICCQ Project Director, Data Manager, Project Manager, Quality Reviewers, Data Entry Staff</p>	<p>December 2015</p> <p>December 2015</p>	<p>Summary of any issues encountered provided in monthly reports.</p> <p>Score reports submitted 2-4 weeks post review in Excel spreadsheet and as individual program reports.</p>
<p>Objective 1.3: Prepare database inclusive of all CSPP QRS reviews conducted in December 2015.</p> <p>Who: CICCQ Project Director, Project Manager, Data Manager, Project Administrator</p>	<p>a. Prepare database files in Excel inclusive of all CSPP QRS reviews completed from December 1-18 2015.</p> <p>Who: CICCQ Project Director, Data Manager, Project Manager, Project Administrator</p>	<p>December 2015</p>	<p>Database files in Excel of all new CSPP QRS reviews conducted. Includes scores from sites whose observations are completed by December 18, 2015. Files submitted December 31, 2015.</p>
<p>Outcome #2: Support Overall Implementation of CSPP QRIS</p>			
<p>2.1: <i>Maintain ongoing communication with OCC about project status and implementation issues</i></p> <p>Who: CICCQ PI, Project Director, Project Manager, Data Manager, Project Administrator</p>	<p>a. Prepare monthly progress reports on implementation process and quality reviews as completed.</p> <p>Who: CICCQ Project Director, Data Manager, Project Manager</p>	<p>December 2015</p>	<p>Progress reports corresponding to previous month, submitted by the 10th of each month.</p>
	<p>b. Consult with OCC staff on ongoing basis regarding various aspects of CSPP QRIS implementation, including:</p> <ul style="list-style-type: none"> • Reporting of scores • Tracking program scheduling • Modifications to portfolio documentation process • Approaches to evaluating strengths and weaknesses of QRIS 	<p>December 2015</p>	<p>Documentation of support or information provided to OCC included in monthly reports.</p>

EXHIBIT A

<p><u>OBJECTIVES</u> (Include who, what, when, where, how, and how much for each objective.)</p>	<p><u>ACTIVITIES</u> (Indicate activities leading to fulfillment of each objective. Include benchmarks or milestones in chronological order. Include quantity or frequency of activities.)</p>	<p><u>TIMELINE</u> (Indicate start and end period.)</p>	<p><u>DELIVERABLES</u> Indicate date which each deliverable is due.</p>
	<ul style="list-style-type: none"> • Database management and sharing of program scores <p>Who: CICCQ PI, Project Director, Project Manager,</p>		
	<p>c. Consult with OCC staff as needed regarding project planning, transitioning ratings to OCC, and fiscal monitoring.</p> <p>Who: CICCQ PI, Project Director, Project Administrator</p>	<p>December 2015</p>	<p>Summary of any consultation topics included in monthly report.</p>

Pricing Schedule

See Attached

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Cheri Thomas

Title: Senior Manager, CEO

Address: 222 South Hill Street

LA, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: Renita Bowlin

Title: Chief Program Specialist

Address: 222 South Hill Street

Los Angeles, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Carollee Howes

Title: Professor/Project Manager

Address: 11000 Kinross Avenue, Suite 211

Los Angeles, CA 90095-1406

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Miesha Bailey

Title: Contract and Grant Officer

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME : _____
Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving
The Regents of UCLA - CSPP
Contract Number: AO-16-076

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME:

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, 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 contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

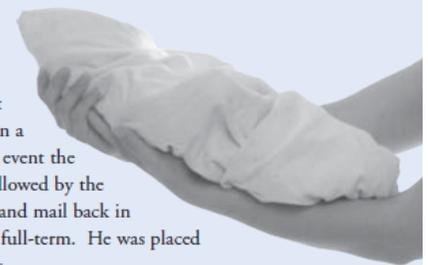
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



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)