

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

Board of Supervisors

GLORIA MOLINA First District MARK RIDLEY-THOMAS Second District ZEV YAROSLAVSKY Third District DON KNABE Fourth District MICHAEL D. ANTONOVICH Fifth District

September 14, 2010

#17 SEPTEMBER 14. 2010

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ADOPTED

BOARD OF SUPERVISORS

COUNTY OF LOS ANGELES

SACHI A. HAMAI EXECUTIVE OFFICER

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:

ACCEPTANCE OF \$150,000 GRANT FUNDING FROM THE STUART FOUNDATION

SUBJECT

AUTHORIZATION FOR ACCEPTANCE OF \$150,000 GRANT FUNDING FROM THE STUART FOUNDATION FOR THE "READY TO SUCCEED: IMPROVING EDUCATION FOR CHILDREN AND YOUTH IN FOSTER CARE" INITIATIVE (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of the Department of Children and Family Services (DCFS) to sign and execute Grant #2010-2020 with the Stuart Foundation for the "Ready to Succeed: Improving Education for Children and Youth in Foster Care" Initiative in the amount of \$150,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow DCFS to add an additional Education Consultant to provide education specific consultation to social work staff on behalf of youth and families. The Grant will also allow the Department to hire additional part-time or consulting staff to develop and maintain a data system to track specific outcomes relative to the Grant. A final key component of the Grant Agreement will allow the Department and the Stuart Foundation to better study the educational outcomes of youth who have received services from an Education Consultant under this Grant.

Implementation of Strategic Plan Goals

Implementation of Strategic Plan Goals

The Honorable Board of Supervisors 9/14/2010 Page 2

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal Five: Children and Families' Well Being. The recommended actions will allow continued access to educational experts to provide consultation in an effort to improve education outcomes for youth under DCFS' supervision.

FISCAL IMPACT/FINANCING

Upon approval, the Grant funding will be included in the Department's Fiscal Year 2010-11 Operating Budget as part of the Supplemental Budget change.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the terms of the Grant Agreement, DCFS will begin to develop resources necessary for the Ready to Succeed Initiative. The Initiative seeks to assist the Department with raising the educational success of foster youth in the Pasadena, Compton or Los Angeles school districts – yet to be finally determined. This Grant is a planning and readiness grant that will allow the Department to work with the Stuart Foundation to determine if a larger collaborative is feasible and practical in assisting foster youth to attain educational success. A copy of the Grant Agreement is attached for reference.

CONTRACTING PROCESS

A solicitation process was not required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acceptance of the additional funding will allow DCFS to contract with an additional Education Consultant and other supporting contractor(s) in 2010-11 providing more resources for foster youth, with a possibility for significant expansion in the very near future.

CONCLUSION

Upon approval and execution of this contract by the Board, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of this Board Letter to:

1. Department of Children and Family Services Attn: Jennifer Hottenroth, Assistant Division Chief 425 Shatto Place, Room 310 Los Angeles, California 90020

Department of Children and Family Services
Attn: Phillip Molina, Division Chief
425 Shatto Place, Room 205
Los Angeles, CA 90020

The Honorable Board of Supervisors 9/14/2010 Page 3

Respectfully submitted,

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PATRICIA S. PLOEHN, LCSW Director

PSP:MF:MG: JH:SS:ss

Enclosures

c: Chief Executive Officer County Counsel Executive Officer, Board of Supervisors



STUART FOUNDATION

INVESTING IN CHILDREN & YOUTH TO CREATE LIFELONG IMPACT

July 7, 2010

RECEMPED

Ms. Trish Ploehn Director Los Angeles County Department of Children & Family Services 425 Shatto Place, Suite 310 Los Angeles, CA 90020

JUL 13 2010

DIRECTOR'S OFFICE

Grant #: 2010-2020

Dear Ms. Ploehn:

It is my pleasure to inform you that the Board of Directors of the Stuart Foundation has approved a planning grant to Los Angeles County Department of Children & Family Services to prepare for implementation of the *Ready to Succeed: Improving Education for Children and Youth in Foster Care Initiative.* This grant is subject to the terms outlined in the enclosed Grant Agreement. After you have reviewed these documents, please have an appropriate officer sign both of the enclosed Grant Agreements and return one original to the Foundation. One signed original should be retained for your files. Upon receipt of the signed Grant Agreement from you, we will mail you a check in the amount of \$150,000.

All communications concerning this grant should be directed to me or Dana Wellhausen, Program Associate at <u>dwellhausen@stuartfoundation.org</u> or (415) 393-1551. Please refer to the grant number at the top of this page in any related correspondence with the Foundation.

We are delighted to offer this support to Los Angeles County Department of Children & Family Services and look forward to working with you during the course of the grant.

Sincerely,

ph MMD

Deborah Moss Associate Director of Child Welfare

Enclosure cc: Ms. Patricia Armani, Program Manager, Los Angeles County Department of Children & Family Services

www.stuartfoundation.org

500 Washington Street, Eighth Floor San Francisco, CA 94111 Tel; 415 393 1551 Fax: 415 393 1552

Stuart Foundation GRANT AGREEMENT

This Grant from the Stuart Foundation (Foundation) is for the purposes described below and is subject to acceptance by Los Angeles County - Department of Children & Family Services (Grantee) of the conditions specified below. This Agreement will take effect when signed by the Grantee's authorized representative and a signed original is received by the Foundation.

I. GRANTEE IDENTIFICATION

| Grantee: | Los Angeles County Department of Children & Family Services |
|----------------------|---|
| Grant Number: | 2010-2020 |

II. GRANT TERMS

| Total Grant Amount: | \$150,000.00 |
|----------------------------|---|
| Grant Period: | 7/1/2010 - 6/30/2011 |
| Grant Purpose: | planning grant to prepare for implementation of the Ready to Succeed: |
| | Improving Education for Children and Youth in Foster Care Initiative |

III. GRANTEE REPORTING REQUIREMENTS

Schedule of Reporting Requirements:

| Due Date | Report Type |
|-------------------|--------------------------|
| March 1, 2011 | Interim Financial Report |
| March 1, 2011 | Interim Narrative Report |
| September 1, 2011 | Final Narrative Report |
| September 1, 2011 | Final Financial Report |

All forms and instructions can be downloaded at <u>www.stuartfoundation.org</u> from the Partner Resources page. The report requirements are incorporated by reference into this Agreement. The Foundation reserves the right, in its reasonable discretion, to amend the requirements from time to time; all such changes will be reflected in the posted version of such requirements found on the Foundation's website. Grantee is responsible for following the report requirements in effect at the time any required report is made. *The Foundation in its sole discretion may postpone or decline to make payments under this Agreement if Grantee fails to meet reporting requirements*.

The schedule of reporting requirements above may be modified, or the grant period listed above extended (refer to Section II), by written (including emailed) correspondence between the Foundation and Grantee that evidences their mutual agreement to the modification or extension.

IV. GRANT OBJECTIVES

- 1. Identify and finalize target area and population to be served by end of first quarter of grant period.
- 2. Data Sharing and Collection:
 - a. Obtain signed Memoranda of Understanding delineating agency agreements needed to facilitate data sharing between Los Angeles, Compton, or Pasadena Unified School Districts and Los Angeles County Office of Education Foster Youth Services.
 - b. Ensure that a data sharing system is in place between Department of Children and Family Services and the designated school site(s) to facilitate information sharing for the targeted student population.
 - c. Implement a case management program that tracks the activities of the education consultants and tracks the educational outcomes of the target population.
 - d. Ensure that all required baseline educational data including data on school stability, academic performance and engagement is documented for the target population in accordance with the specifications needed for the Impact and Implementation Analysis conducted by Mental Health Advocacy Services.
 - e. Meet with representatives from Mental Health Advocacy Services to facilitate collection of qualitative and quantitative data including participation in readiness survey to establish baseline data, as well as participation in four to six meetings with Mental Health Advocacy Center staff.
- 3. County Protocols. Establish the following:
 - a. Policies and protocols, including step by step procedures for how to refer and access the services from the Ready to Succeed Education Consultant from the initial Team Decision Making Permanency Planning conference until the youth is established in a permanency plan with a committed adult or transitions out of care, are documented and disseminated.
 - b. Protocols are developed and documented for agreed upon target area and will cover the following: responsibilities of the education consultant, children's services worker, team decision making permanency planning conference facilitator, regional administrator or designee, project social worker, and Los Angeles Unified School District staff. Inclusion of youth and caregivers is clearly reflected in all agreements.
- 4. Increased Partnership/Coordination:
 - a. Established plan to link Ready to Succeed project with existing Education Consultant Services program.
 - b. Strengthened coordination with Los Angeles County Office of Education Foster Yotuh Services, and designated school district which may include Los Angeles, Compton, or Pasadena Unified School District and local schools in the Metro North Region project area, or alternate identified target area if approved for a multi-year project.
- 5. Convenings: Fully participate in convenings and technical assistance opportunities specifically designed with and for Los Angeles County.

- 6. Hire new Educational Consultant by 1/1/2011.
- 7. Timelines:
 - Within six months:
 - a. Assemble a team
 - b. Write protocols
 - c. Hire staff
 - d. Define target population
 - e. Research data systems
 - f. Establish memorandum of understanding
 - Within nine months:
 - a. Implement data system in targeted school district
 - b. Establish baseline data for targeted student population
 - At end of planning year:
 - a. Complete project design for multiyear grant

V. IRS DETERMINATION

This Grant is specifically conditioned upon the Grantee's status as an eligible grantee of the Stuart Foundation. The Foundation has obtained a copy of the Grantee's IRS determination letter evidencing the status of the Grantee as eligible. The Grantee confirms that its IRS classification is current and the organization is unaware of any action or ruling that would cause its determination ruling to be revoked. The Grantee will notify the Foundation immediately of any change in tax status.

VI. GRANTEE'S FINANCIAL RESPONSIBILITIES

The Foundation expects the Grantee to maintain complete and accurate records of revenues and expenditures relating to the Grant. We request that financial records be kept for at least four (4) years after completion of the Grant. In the event that the Foundation is audited by any government agency, it could be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of the Grantee insofar as they relate to activities supported by this Grant. Any audit expenses incurred in such a case will be borne by the Foundation.

VII. EXPENDITURE OF GRANT FUNDS

The Grant is to be used for the purpose(s) stated in this Grant Agreement and attached budget. Grant funds may be spent only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior approval by the Foundation. The Grantee agrees to contact the Foundation to request permission to make any significant changes in the approved attached budget. If the funds have not been completely expended at the end of the Grant period, the Grantee agrees to provide a statement on the balance and a plan for using the remaining funds.

The Grantee agrees that, in carrying out the objectives supported by this Grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of

programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

The Grantee shall not use any portion of the Grant in a manner inconsistent with Section 501(c)(3) of the Internal Revenue Code, including a prohibition on using Grant funds to influence the outcome of any specific election of candidates to public office, induce or encourage violations of law or public policy, or cause any private inurement or improper private benefit to occur.

The Grant is not earmarked for use in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect.

The Grantee agrees that it will use the Grant funds in compliance with all applicable anti-terrorist financing and asset control laws and regulations.

VIII. PROCEEDS FROM GRANT-FUNDED ACTIVITIES

In the event all or a portion of the Grant is used to fund activities that generate income to the Grantee, or is used to create intellectual property that generates income to the Grantee, the Grantee hereby agrees to restrict the share of such income fairly allocable to the Grant funding for the same purposes as the Grant.

IX. CHANGES IN GRANTEE OPERATIONS

The Grantee agrees to promptly advise the Foundation about any of the following:

- Change in key personnel of the project or organization
- Change in address or phone number
- Change in the name of the organization
- Any development that significantly affects the operation of the project or the organization

X. USE OF SUBGRANTEES

If the Grantee finds it necessary to re-grant funds in order to carry out the purposes of the Grant, the Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause the Grantee to choose any particular subgrantee.

XI. PUBLICITY, PUBLICATIONS, AND COMMUNICATION WITH THE MEDIA

The Grantee shall acknowledge and include the Foundation's name on printed and visual materials that are produced with Foundation support. The Grantee agrees to discuss plans for such recognition, and provide copies of materials for the Foundation's records.

If the Grantee plans to issue a press release announcing this grant, the Grantee agrees to contact the Foundation at (415) 393-1551 or info@stuartfoundation.org at least two weeks before the desired announcement date. The Foundation must provide advance approval of the press release and the date of release. The Foundation requests an opportunity to review and comment on subsequent press releases that are directly related to the Grant. The Foundation may make information about this Grant public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents.

XII. INTELLECTUAL PROPERTY

The Grantee agrees to, and does hereby, assign and transfer to the Foundation all right, title and interest in and to any materials, inventions or works produced as a result of this Grant. The Grantee specifically agrees that all inventions upon creation shall become the exclusive property of the Foundation and the Foundation shall be the sole owner of all patents and other intellectual property rights associated therewith. The Grantee shall immediately disclose all inventions to the Foundation and agrees to assist the Foundation as needed to obtain and enforce any patents or other intellectual property rights therein.

The Foundation and the Grantee agree, understand and intend that any copyrightable work of authorship created by the Grantee as a result of this Grant is created as a *work made for hire* by the Grantee for the Foundation, and that the ownership of the copyright therein is held solely by the Foundation. If a copyrightable work, or any portion thereof, does not technically qualify as a work made for hire for any reason whatsoever, then the Grantee hereby irrevocably assigns to the Foundation the copyright for the work.

XIII. INDEMNIFICATION

The Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission by the Grantee, its employees or agents, in applying for or accepting the Grant, in expending or applying the Grant funds or in carrying out any project or program supported by the Grant, except to the extent that such claims, liabilities, losses, and expenses arise from or in connection with any act or omission by the Foundation, its officers, directors, employees, or agents.

XIV. REMEDIES

In the event that the Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, or if the Grantee dissolves or ceases to operate, the Foundation in its reasonable discretion may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to the Grantee, and the Foundation may demand the immediate return of all or any unexpended portion of the Grant, and any portion of the Grant expended not in compliance with this Agreement, and the Grantee shall immediately comply therewith.

XV. LIMITATION

This Agreement contains the entire Agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this Grant the Foundation has no obligation to provide other or additional support to the Grantee for purposes of this project or any other purposes. Neither this Agreement, nor any other oral or written statement or action of the Foundation (other than a document executed on behalf of the Foundation specifically purporting to create a binding obligation of the Foundation) shall be interpreted to create any pledge or binding commitment by the Foundation to make any future grant to the Grantee.

XVI. WARRANTY

The Grantee expressly warrants that the execution, delivery or performance of this Grant Agreement shall not violate or result in the breach of any prior agreements entered into by the Grantee with any third parties. The Grantee further warrants that the Grantee shall not enter into any future agreements that would be in violation of any of the terms of this Grant Agreement.

ACCEPTANCE OF TERMS AND CONDITIONS XVII.

On behalf of the Stuart Foundation, I extend every good wish for the success of this project.

By:

Christy Pichel Provid

President, Stuart Foundation

July 7, 2010

I acknowledge that the Grantee has received and retained a copy of this Agreement. The attached terms and conditions have been carefully reviewed and understood, and are hereby accepted and agreed to as of the date specified.

Accepted on behalf of Los Angeles County - Department of Children & Family Services

| By: | Signature of Authorized Officer, Director or Trustee |
|--------|--|
| Name: | |
| Title: | |
| Date: | |

| Grant Numbe | - | Year of Request | | | | |
|---|--------------------------------------|---------------------------|--|--|--|--|
| | | 2010 | | | | |
| Organization Name | L. A.County Dept.of Chi | Idren and Family Services | | | | |
| Project Name (if different) | Los Angeles Ready to Succeed Project | | | | | |
| Total Organization Budge | \$ 1,700,000,000.00 | | | | | |
| Total Project Budge | 150,000.00 |] | | | | |
| Amount Requested | 1: \$ 150,000.00 |] | | | | |
| % of Total Project Budge | dget 100.0% | | | | | |
| | TOTAL PROJECT | AMOUNT REQUESTED | | | | |
| EXPENSES Personnel Costs | BUDGET \$122,000 | | | | | |
| Salaries (specify position and % FTE add lines as needed) | \$122,000 | \$122,000 | | | | |
| | \$ 72,000.00 | \$ 72,000.00 | | | | |
| Education Consultant (independent contractor) | , | | | | | |

110.20

| Data systems development | \$28,000 | \$28,000 |
|--|------------------|------------------|
| Non-Personnel Costs (please specify type of expense) | | |
| Total Personnel Costs | \$ 122,000.00 | \$ 122,000.00 |
| Benefits (indicate % of salaries) % | 10 | |
| | <i></i> | |
| contractor) Data Entry Clerical (\$35,000 - \$50,000) | \$50,000 | \$50,000 |
| lines as needed) Education Consultant (independent | \$ 72,000.00 | \$ 72,000.00 |

| 4 | REVENUE SOURCES | PR | OJECT REVENUE | STATUS OF INCOME (Secured/Pending) |
|---|--|------|--------------------|---------------------------------------|
| | List all Revenue- Identify Specific Foundation | ns/F | Public Agencies/Ea | rned Revenues |
| | Carry-over unspend Stuart grant funding | | \$24,854.64 | Secured |
| | | \$ | | |
| | | \$ | - | |
| | | \$ | - | |
| | | \$ | - | |
| | GRANT REQUEST FROM STUART FOUNDATION | 22 | 150,000.00 | |
| | TOTAL REVENUE | \$ | 174,854.64 | |

One Year Project Budget Multi-year Projects check grant year: 1 _ 2_ 3_

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