



**FAMILY CHILD CARE
MINI-GRANT PROJECT 2008-2009**

GUIDELINES & APPLICATION PACKET

RELEASE JULY 2008

GOAL:

**Improve and Increase the quality of family
child care in Merced County**

**676 LOUGHBOROUGH DRIVE
MERCED, CALIFORNIA 95348
PHONE: (209) 385-7337
FAX: (209) 725-3778**

**FAMILY CHILD CARE
MINI-GRANT
APPLICATION
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I. TIMELINE

ACTIVITY	DATE
Release of Application Packet	July 2008
** Mandatory Orientation Q & A Session	August 2008 See pg. 9 for more details
Application Due at First 5 Office : 676 Loughborough Dr. Merced CA, 95348	No later than 4:00 pm September 19, 2008
Review of Applications	September/October 2008
Perspective Applicants for approval at Commission meeting	October 2008
Notification to applicant	October 2008
Required 8 hours FCCERS Training	November 2008
FCCERS Site Visits	November - December 2008
Product Orders	January - February 2009
Follow-up Site Visits	March - April 2009
Evaluation Report/Post-Assessment	April - May 2009
Wrap-up	June 2009

II. INTRODUCTION AND OVERVIEW

It is the intent of the home-based Family Child Care Mini-Grant Program to provide Proposition 10 funding through an applications process that can help providers supply quality care to children ages 0-5 in Merced County. The primary goal of First 5 Merced County in soliciting applications is to provide for the optimal physical, emotional and intellectual growth of all children in Merced County. Child Care provider funds are designed to assist providers in assessing their environment and purchasing age-appropriate equipment and supplies to support ongoing growth and improvement. Administered by First 5 Merced, the Child Care Mini-Grant is designated for the direct benefit of children 0 to 5 years of age and their care providers in Merced County.

III. MINI-GRANT ELIGIBILITY AND APPLICATION REQUIREMENTS

A. Application Eligibility Criteria

First 5 Merced County will only fund applications submitted by licensed and insured childcare providers **serving at least three children in addition to their own children ages birth through five.** Please see Section IV, Expectations for Successful Applicants, for required insurance amounts and other essential information regarding contract expectations. Prior to proceeding further, the reader is strongly encouraged to review these expectations and ensure the ability to sign and comply with the "Agreements and Certifications" Form provided in the application.

Mini-Grant funding may NOT be used for installing playground equipment or improvements, vehicle purchases or improvements, or capital projects or improvements. Capital projects and improvements are defined as any improvements to one's property such as construction, additions, alterations and/or modifications that may increase the value of that property.

Mini-Grant funding is intended for one-time initiatives, rather than on-going activities. Therefore, it may not be used for operational expenses such as salaries/benefits and some consumable items. It may not be used to supplant state or local money or to fund existing levels of service. Funds are to be used for specific identified childcare improvements based on the Family Child Care Environmental Rating Scale (FCCERS). All items will be order through one single distributor that the Commission has an established account with.

In order to ensure quality improvement in childcare, interested childcare providers **MUST** attend a one hour orientation Q&A session.

Orientation session will provide general application assistance, support and further discussion of required program requirements. Providers are encouraged to read through the application prior to attending a workshop. Providers will have three (3) workshops to choose from, as detailed on page 9.

Please call and RSVP for workshop attendance.

Following attendance at the First 5 mandatory workshop, child care providers must submit an application by September 19, 2008 before 4pm. Successful applicants (scoring above the minimum threshold) will be considered based on

the communities overall needs. Once applicants have been notified of being chosen they will be asked to attend an eight (8) hour FCCERS training and work with a First 5 Representative who will assess their child care environment using the FCCERS assessment tool. The scores obtained for the assessment will be used to develop a budget.

B. Availability of Funds

The Commission has allocated approximately \$25,000.00 in fiscal year 2008-2009 for Family Childcare Mini-Grants. Each applicant may eligible for **up to** \$1,500 in one-time purchases of age appropriate, quality supplies and curriculum materials.

C. Contact Information

Questions concerning the Family Child Care Mini-Grant Project of First 5 Merced County can be directed to:

Sol Rivas
First 5 Merced County
676 Loughborough Drive
Merced, CA 95348

Phone: (209) 385-7337

FAX: (209) 725-3778

E-mail: srivas@co.merced.ca.us

D. Application Process

- Attend mandatory orientation/Q&A session
- Complete the attached Family Child Care Mini-Grant Application Forms
- A complete application consists of:
 - 1) Application Cover Sheet
 - 2) Narrative page
 - 3) Copy of Tobacco Free Environment Policy for your business
 - 4) Signed copy of the Agreements and Certifications Form
 - 5) Roster of childcare attendees
 - 6) Copy of Facility License
 - 7) Insurance Certification
 - 8) Certificate of Attendance to the Mandatory Orientation / Q&A session
 - 9) Original application and 6 additional copies

An application must receive points above the minimum threshold to be eligible for funding. The Commission also reserves the right not to fund an application that scored above the minimum threshold. **Priority will be given to child care providers that are:**

- Committed to Infant/toddler care;
- Newly licensed (within 1-2 years)
- First time funded applicants

To be in Technical Compliance, all applications, original and 6 copies, must include all required documentation.

- A complete application must arrive by mail or be hand delivered before 4:00 pm on September 19, 2008. Applications, regardless of postmark or circumstance must be received by the application submission deadline or will not be considered. Emailed or faxed applications will not be accepted.
- Submit an original and six copies of the complete application to:
First 5 Merced County
ATTN: Family Child Care Mini-Grant Project
676 Loughborough Drive
Merced, CA 95348

E. Application Review and Selection

Successful applicants will be required to participate in a site visit of their facility with Commission staff or a designated representative, as detailed in the application timeline on page 1. The purpose of the site visit is to develop the list of items the applicant could receive. This list will be included in the Project Agreement. Contracts cannot be executed without a site visit.

A subcommittee of Commission staff and local community partners will review Mini-Grant applications and submit funding recommendations to the full Commission at the October 2008 Commission meeting.

Applications will be reviewed on a 100-point scale based on the following:

- Commitment to providing quality learning environments and experiences (25 points)
- Willingness to meet program requirements (participate in training, FCCRS assessment) (25 points)
- Children currently in care under age 2 (proof required) (15 points)
- Applicant funding history with First 5 (15 points)
- Length of time with family child care license (15 points)
- Experience with the Family Child Care Rating Scale (5 points)

The Commission may request additional information from an applicant in the event that information in the application needs clarification. The commission may waive any immaterial deviation or defect in an application. Any waiver of an immaterial deviation or defect by the Commission shall in no way modify this RFA or relieve the successful applicant from full compliance with the grant terms and Project Agreement if a grant is awarded.

F. Notification

Applicants will be notified within 10 business days of the Commission's decision. The Commission reserves the right to reject any and all applications and to waive informalities and irregularities.

G. Appeals Process

Applicants that are not accepted for funding may appeal the Commission's decision in writing. The Executive Director must receive written appeals within 30 days from the date of the Commission's approval. Appeals will only be accepted based on a violation of law, rule, regulation, or terms of this Application. Mere disagreement with the decision of the Commission is not grounds for appeal. The Commission is the sole and final authority regarding the approval or disapproval of applications and the conditions under which they are funded. The Commission will review accepted appeals at the next regularly scheduled Commission meeting.

All appeals must be made in writing, dated, signed by the applicant or an individual authorized to sign contracts on behalf of the protesting applicant, and contain a statement of the reason(s) for protest; citing the law(s), rule(s), and regulation(s) on which the protest is based. Such appeals may be sent either by U.S. mail, postage paid, or hand delivered to:

First 5 Merced County
ATTN: Executive Director
676 Loughborough Drive
Merced, CA 95348

IV. Expectations for Successful Applications

A. Award of Contract

Upon approval of an application by the Commission, the successful applicant organization/entity will be required to enter into a performance based Project Agreement with First 5 Merced County.

Successful applicants will be required to participate in an eight (8) hour FCCERS training in the month of October or November, as detailed in the application timeline on page 1. *If applicants have previously attended an eight (8) hour FCCERS, commission staff will assist in determining different options.*

Successful projects will be required to participate in the Commission's evaluation program, providing pre- and post-project information as detailed in their Project Agreement. Additional evaluation opportunities may be available to successful applicants on a voluntary basis to build their program evaluation capacity and participate in further evaluation.

A copy of a financial audit or CPA review of the funded project may be requested within the Project Agreement, to be determined on an individual project basis.

B. Funding Restrictions

Materials will be disbursed to successful applicants in the manner specified in their Project Agreement. Approved funds must be expended during the contract period.

C. Notice Regarding Merced County Contract Requirements

First 5 Merced County utilizes the administrative structure, policies and procedures of the County to distribute Proposition 10 funds in Merced County. Successful applicants will be required to enter into a performance based contract agreement with Merced County on behalf of First 5 Merced County.

The contract agreement will incorporate the applicant's proposal and will include, but is not limited to, the following sections:

➤ **Independent Contractor:**

It is mutually understood and agreed that Contractor is an independent contractor in the performance of the work duties and obligations devolving upon him under this agreement. County and/or Commission shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform his professional work and functions. The sole interest and responsibility of the County and the Commission is to assure that the services covered by this agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and Contractor shall hold County and Commission harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers compensation, unemployment insurance, social security, income tax, other statutes or codes applying to Contractor, or its sub-contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-contractors and employees, if any, shall have no claim under this agreement or otherwise against the County or the Commission for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

➤ **Conflict of Interest:**

Applicant shall be required to comply with the Conflict of Interest Principles and Practices adopted by the Commission. Contractor warrants and covenants that no official or employee of the County, or the Commission nor any business entity in which an official of the County or the Commission has an interest has been employed or retained to solicit or aid in the procurement of funding, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the Commission.

➤ **Condition Subsequent/Non-Appropriation Of Funding:**

The compensation paid to the Contractor is based on the Commission's continued receipt of state and/or federal funding for this purpose and in the event that funding is terminated, for any reason, the agreement and all obligations of

the Commission arising from this agreement shall be immediately discharged on the occurrence of that event. The Commission agrees to inform Contractor no later than three days of receiving notification that the state and/or federal funding will be terminated and Commission will inform Contractor of the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this agreement must be submitted to the Commission prior to the final date for which funding is available.

➤ **Indemnification:**

County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges of costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

➤ **Applicable Law:**

All parties agree that the Contract Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties to this agreement are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this agreement, any dispute concerning any question of fact or law arising under this agreement, which is not disposed of by agreement between the parties shall be decided by a Court of competent jurisdiction of the State of California.

Applicant shall comply with all federal, state and local laws relating to:

- Discrimination
- Civil rights
- Secular activities
- OSHA and workplace safety
- Drug free workplace
- Environmental protection

➤ **Federal, State and Local Taxes, Debts:**

The applicant shall pay all taxes lawfully imposed upon it and debts, incurred by it with respect to this proposal or any product delivered with respect to the contract agreement. The Commission and Merced County makes no

representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the applicant.

➤ **Insurance:**

The successful applicant shall obtain, be financially responsible for, and maintain in full force and effect throughout the term of the Contract, such insurances and Workers Compensation Insurance as set forth herein. Successful applicants shall assume financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. The successful applicant shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor.

The successful applicant shall maintain the following type of insurance for minimum limits indicated during the term of the agreement and provide Certificates of Insurance evidencing such coverage to the First 5 Merced County, Attn: Executive Director, 676 Loughborough Drive, Merced, California 95348.

1. Comprehensive General Broad Form or Commercial General Liability: \$100,000 combined single limits per occurrence and \$300,000 annual aggregate covering bodily injury, personal injury and property damage.

The County and its officers, employees and agents and the Commission shall be endorsed to above policies as Additional Insured for such liability as may be incurred in the performance of this agreement.

2. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurers subrogation rights against the County and the Commission.
3. Professional Liability: \$100,000 limit per occurrence and \$300,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. As A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County Risk Manager.
2. Each of the above required policies shall be endorsed to provide the County and the Commission with 30 days prior written notice of cancellation. Neither the County nor the Commission is liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this agreement.
3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying conditions or special endorsements may be specified in the Contract depending on the final "Scope of Work" agreed upon by the Commission and the selected applicant. Insurance

questions may be directed to the Program Administrator for response from the County's Risk Manager.

If you would like further information regarding the contract agreement process, a Sample Contract Agreement is available by calling 209-385-7337 or by visiting the First 5 Merced County office located at 676 Loughborough Drive, Merced, CA 95348.

V. Mandatory Q & A/ Orientation Sessions
Time and Dates

Mandatory Applicant Workshops/Session	Dates
City: Merced Place: First 5 Merced County Office 676 Loughborough Drive Merced, CA 95348 Time: 6:00 p.m. – 7:00 p.m.	August 18, 2008 (English) September 4, 2008 (Spanish)
City: Atwater Place: Atwater Baptist Church 2121 First Street Atwater, CA 95301 Time: 6:00 p.m. – 7:00 p.m.	August 11, 2008
City: Los Banos Place: TBD Time: 6:00 p.m. – 7:00 p.m.	August 26, 2008

***Applicants MUST call the First 5 Merced office to sign up to attend the mandatory workshop at least three days prior to the training.**

Space is limited so please call early to register!

Maximum number per workshop: 25 (first call, first serve basis)