



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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

WILLIAM T FUJIOKA  
Chief Executive Officer

August 7, 2007

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

Dear Supervisors:

**APPROVE CONTRACT FROM THE CALIFORNIA DEPARTMENT OF EDUCATION  
AND ENDORSE THE 2007-08 MEMBERSHIP SLATE OF THE  
CHILD CARE PLANNING COMMITTEE  
(ALL DISTRICTS) (3-VOTES)**

**JOINT RECOMMENDATION WITH THE CHILD CARE PLANNING COMMITTEE THAT  
YOUR BOARD:**

1. Approve and instruct the Chairman to sign the contract with the California Department of Education/Child Development Division (CDE/CDD). This contract has a maximum reimbursable amount of \$361,055 and a Maintenance of Effort requirement (net County cost) of \$64,000 for the period beginning July 1, 2007 through June 30, 2008. Funding is included in the Chief Executive Office's (CEO) Fiscal Year 2007-08 Budget. This contract will support ongoing local child care planning efforts of the County of Los Angeles Child Care Planning Committee (Planning Committee).
2. Adopt the resolution and authorize the Chief Executive Officer, or his designee, to act as the agent for the County to execute Federal certifications (regarding lobbying, debarment, suspension, and a drug-free workplace, etc.), as well as any amendments that may be deemed necessary to implement this contract.
3. Authorize the Planning Committee, with staff support from the Office of Child Care, within the Service Integration Branch of the CEO, to implement the contract.
4. Approve and instruct the Chairman to sign the Planning Committee membership slate for the 2007-08 program year.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Acceptance of this contract will support the ongoing implementation of local child care planning activities mandated in the California Education Code, Sections 8499-8499.7. This section of the Education Code mandates that local child care and development planning councils provide a forum for the identification of local priorities for child care services and the development of policies to meet these needs.

In addition, the Education Code requires that the County Superintendent of Schools and the Board of Supervisors appoint Planning Committee members from five categories, and that each category account for 20 percent of the total membership. These categories are:

1. Persons who are currently using child care and development services or have used them in the past 36 months;
2. Child care providers, including licensed family child care, licensed child care centers, and license-exempt child care providers;
3. Public agency representatives;
4. Community representatives who do not hold contracts with CDE to provide child care and development services; and
5. Discretionary appointments.

The attached membership roster meets the requirements of the Education Code and has been approved by the Planning Committee and endorsed by the County Superintendent of Schools.

The work of the Planning Committee supports the County's Strategic Plan, Goal 3 on Organizational Effectiveness, and Goal 5 on Children and Families' Well-Being. The members of the Planning Committee represent the ethnic, programmatic, and geographic diversity of the County. The Planning Committee is an effective conduit for information between CDE/CDD and service providers in the County, promotes a Countywide perspective on child care services, and plays a unique role in providing leadership on these issues.

Formal approval of this contract by your Board is required to receive financial support from CDE/CDD. The period covered by this contract is July 1, 2007 through June 30, 2008. Formal approval of the Planning Committee membership is required to comply with the Education Code, to seat new members, and to continue working on Planning Committee business. The actual contract documents were received by Office of Child Care on June 25, 2007.

### **FISCAL IMPACT/FINANCING**

This action will provide \$361,055 to fund the operations of the Planning Committee, including salaries and employee benefits for staff in the Office of Child Care, consultant services, equipment, materials development, printing and distribution, and travel and training. Planning Committee members serve as uncompensated volunteers. Parent representatives who incur child care costs in order to participate in Planning Committee meetings receive a stipend, which does not exceed \$35 per meeting. Similarly, members who are licensed family child care providers and incur substitute caregiver costs in order to participate in monthly meetings are eligible for a stipend, which does not exceed \$50 per meeting.

This contract has a maximum reimbursable amount of \$361,055 and a Maintenance of Effort requirement (net County cost) of \$64,000. Funding is included in the CEO's Fiscal Year 2007-08 Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Planning Committee has been operating under contract with CDE since 1995. The Education Code defines a number of specific tasks for local child care planning councils, including:

- To operate within the parameters of the Education Code, including the appointment of members by the County Superintendent of Schools and the Board of Supervisors.
  - The Planning Committee began recruiting new members in March 2007. Applications were distributed to: all school districts within the County; individuals on the Planning Committee's mailing list, which includes over 300 persons and organizations; attendees at monthly Planning Committee meetings; and through outreach efforts of individual members. In addition, the application for membership was posted on Office of Child Care Web page.
  - The attached roster reflects the Planning Committee's efforts to arrive at a body which represents the geographic, programmatic, ethnic, and cultural diversity of the County, while also complying with the mandates of the Education Code. The membership includes individuals nominated by Board Offices and a representative of the County Superintendent of Schools, as well as representatives from the County of Los Angeles Departments of Public Social Services and Children and Family Services.

- To conduct a Countywide child care needs assessment at least once every five years.
  - The Planning Committee will be submitting an updated Needs Assessment report to the Board in 2007. Child care supply data on the interactive Web site <https://gismap.co.la.ca.us> was updated in February 2007.
- To prepare a comprehensive County plan to address the needs identified in the Needs Assessment.
  - The Planning Committee developed, "Forging the Future: County of Los Angeles Strategic Plan for Child Care and Development 2003-2013". This Strategic Plan was approved by your Board in September 2003, and endorsed by the Superintendent of Schools in March 2004. The Plan is being reviewed and revised in 2007.
- To design a system to consolidate the waiting lists of local CDE/CDD-funded child development programs.
  - The Planning Committee implemented the Los Angeles Centralized Eligibility List (LACEL), which is administered by the Office of Child Care. The LACEL database currently contains approximately 60,000 child records, and is used by more than 150 CDE/CDD-funded contractors. Training and technical assistance for all of the required users is ongoing.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The mission of the Planning Committee is to engage parents, child care providers, allied organizations, the community, and public agencies in collaborative planning efforts to improve the overall child care infrastructure of the County, including the quality, continuity, affordability, and accessibility of child care and development services for all families.

In addition, the Planning Committee, with staff support from the Office of Child Care, is overseeing the AB 212 - Investing in Early Educators Program. This Program provides cash stipends to persons who are completing additional college level coursework while working directly with children at least 20 hours per week in CDE/CDD-funded child development centers. Since Spring 2002, more than 10,000 stipends have been awarded, totaling more than \$17 million. A ninth cycle of stipend awards has been initiated for 2007-08.

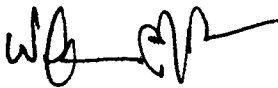
To advance its mission in the coming year, the Planning Committee will:

- Review, revise, and facilitate implementation of the ten-year Strategic Plan for Child Care and Development in Los Angeles County;
- Support the development of quality standards and promote assistance toward meeting and maintaining quality in child development services;
- Assist the Office of Child Care in implementing Cycle 9 of the AB 212 - Investing in Early Educators Program, and conduct an evaluation of the impact of the program;
- Enhance the use and function of LACEL; and
- Continue to facilitate the expansion of child development services to children with disabilities or other special needs.

**CONCLUSION**

Upon approval by your Board, my Office respectfully requests that your staff provide the approved Board letter, two (2) signed/stamped copies of the contract (Attachment I), Federal certifications (Attachment II) (with original signature), and the Planning Committee membership slate (Attachment III) (signed copy) to Chief Executive Office, Service Integration Branch, Office of Child Care, 222 South Hill Street, 5<sup>th</sup> Floor, Los Angeles, CA 90012. Copies will be forwarded to CDE/CDD, as required.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer



PEGGY SISSON, Chair  
Child Care Planning Committee

WTF:PS  
BY:LE:aa

Attachments (3)

c: Auditor-Controller  
County Counsel

# **ATTACHMENT I**



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

1430 N STREET  
SACRAMENTO, CA  
95814-5901

**JACK O'CONNELL**

State Superintendent of  
Public Instruction

PHONE: (916) 319-0800

**Attention: EXECUTIVE DIRECTORS,  
CHILD DEVELOPMENT PROGRAMS**

**2007/2008 CHILD DEVELOPMENT  
CONTRACT**

## **DO NOT REMOVE ANY PAGES STAPLED TO THE CONTRACT FACESHEET**

1. X Submitted for your approval are two (2) copies of the 2007/2008 contract. Please **SIGN** both copies and insert the current **MAILING ADDRESS** in the **Contractor's signature box**, and **RETURN BOTH COPIES** of the contract to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

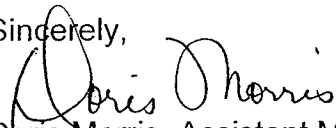
**THE 2007/2008 FUNDING TERMS AND CONDITIONS (FT&Cs)** are available on the Internet at <http://www.cde.ca.gov/fg/aa/cd/index.asp>.

2. X Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body which approves the contract and names the official who is authorized to sign it on their behalf. (A sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact **Dawn Simpson at (916) 445-6826** or by e-mail at [dsimpson@cde.ca.gov](mailto:dsimpson@cde.ca.gov).

3.     Enclosed for your records is one fully executed copy of the contract.

4. X Other: **PLEASE COMPLETE ITEM 3.B, ENTITLED, "PLACE OF PERFORMANCE", SIGN AND RETURN THE ENCLOSED Federal Certification Form [CO.8 (Rev. 5/07)]** which includes the Drug-Free Workplace, Lobbying, Debarment, Suspension Certification.

Sincerely,

  
Doris Morris, Assistant Manager  
Contracts & Purchasing Services  
(916) 322-3050

Dm:do

Enclosures

**PLEASE RETURN ALL COPIES TO:**

**ATTENTION: Contracts & Purchasing Services  
California Department of Education  
1430 "N" Street, Suite #2213  
Sacramento, CA 95814-5901**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 07 - 08

DATE: July 01, 2007

CONTRACT NUMBER: CLPC-7018

PROGRAM TYPE: LOCAL PLANNING COUNCIL

PROJECT NUMBER: 19-P999-00-7

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: LOS ANGELES COUNTY BOARD OF SUPERVISORS

By signing this agreement and returning it to the State, you are agreeing to use the funds identified below for support pertaining to Local Child Care Planning and Development Council (LCCPDC) priorities and activities as they relate to child care and in accordance with the Exhibit B, Local Child Care and Development Planning Council Contract Requirements (available online at http://www.cde.ca.gov/fg/aa/cd/). The contractor's signature also certifies compliance with "Standard Provisions for State Contracts", (Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. Funding under this agreement cannot be spent for any expenditure prohibited by the Contract Requirements or Title 5, Division 19, California Code of Regulations. The period for which expenditures may be made with these funds shall be from July 1, 2007 through June 30, 2008. Cash and/or in-kind services must be provided by meeting the Match Requirement amount identified below. The Maximum Reimbursable Amount (MRA) payable pursuant to this agreement shall not exceed \$425,055.00.

Expenditures of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFSD) on Form CDFSD-9529 with fiscal quarters ending September 30th, December 31st, March 31st and June 30th. For non-local educational agencies, expenditures for the period July 1, 2007 through June 30, 2008 shall be included in the 2007-2008 audit due the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020. The Summary of Activities Report (CD-6002), Expenditure Report (CD-6003), Certification Statement Regarding Composition of LPC Membership (CD-3020), and Revenue & Expenditure Report (CDFSD/CD-9529) must all be completed and submitted in accordance with Exhibit B, Local Child Care and Development Planning Council Contract Requirements. Failure to submit these reports in a timely manner will result in a billing of the full amount of the contract.

APPROVED AS TO FORM:

SERVICE REQUIREMENTS: Match Requirement \$64,000.00

RAYMOND G. FORTNER, JR.
County Counsel

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, Standard Provisions for State Contracts attached.

By [Signature]
Deputy

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, including fields for signature, name, title, amount, program category, fund title, and object of expenditure.



CONTRACTOR'S NAME: LOS ANGELES COUNTY BOARD OF SUPERVISORS

CONTRACT NUMBER: CLPC-7018

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 327,041	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13946-P999	FC# 93.575	PC# 000326	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 327,041	ITEM 30.10.020.920 6100-196-0890	CHAPTER B/A	STATUTE 2007	FISCAL YEAR 2007-2008
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5055 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 34,014	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 24771-P999			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 34,014	ITEM 30.10.020.920 6100-196-0001	CHAPTER B/A	STATUTE 2007	FISCAL YEAR 2007-2008
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6045 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

## STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

### Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, 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 (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 (*Government Code* Section 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 Agreement 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 Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

EXHIBIT B

***LOCAL CHILD CARE AND DEVELOPMENT  
PLANNING COUNCIL  
PROGRAM***

***CLPC***

***CONTRACT REQUIREMENTS***

***July 1, 2007 – June 30, 2008***

LOCAL CHILD CARE AND DEVELOPMENT PLANNING COUNCIL PROGRAM  
Fiscal Year 2007-08

These are the requirements for fiscal year 2007-08. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to these requirements, and any other requirements incorporated into the contract, in addition to all other applicable laws and regulations. Any variance from this contract, the requirements, laws or regulations could be considered a noncompliance issue and subject the contractor to possible termination of the contract.

Any change of these requirements that are binding on the State and the contractor must be in writing, in advance, from the CDE in the form of a formal contract amendment. Any interpretation of the requirements must be in writing from the CDE and signed by the director of the CDD.

Contractors may adopt any reasonable policies relating to the program that are not in conflict with law, regulations or the terms of this contract. Those potentially affected shall be duly notified and due process, if applicable, shall be assured.

Child Care and Development Contracts are funded with state general funds, federal funds, or a combination of funds. The funding amounts are listed on the contract encumbrance page.

This contract may be fully or partially funded through a grant from the federal Department of Health and Human Services and subject to *Code of Federal Regulations (CFR) 45, Parts 98 and 99*, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number is 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number is 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

**I. DEFINITIONS**

"Actual and allowable net costs" means the costs which may be reimbursed under a particular child development contract after disallowed costs and restricted income have been subtracted from total expenditures.

"Additional funds" means award of new contracts or expanded contracts that increase the contractor's level of administrative responsibility. Cost of living adjustments, rate increases and one-time-only supplemental funds (support Contracts) are not considered to be "additional funds."

"Administrative costs" means costs incurred for administrative activities where neither the family, the child nor, if applicable, family child care home service providers directly benefit from the activity.

"Approved indirect cost plan" means that the annual agency audit does not include any management findings regarding the development or the application of the plan.

"Benefit to the State" means that the activity will improve knowledge or expertise in areas directly related to subsidized child care and development services.

## II. GENERAL PROVISIONS

### A. Notification of Address Change

Contractors shall notify the CDD in writing of any change in mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:

1. Board minutes verifying the change in address
2. A copy of the notification to the Internal Revenue Service of the address change.

Contractors shall notify the CDE/CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake.

### B. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDE/CDD.

Private contractors shall require two (2) authorized signatures on all checks unless:

1. The contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount
2. The annual audit verifies that appropriate internal controls are maintained

### D. Prohibition Against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received except for:

1. Subcontractors providing direct child care and development services
2. Subcontractors with subcontracts exempt from the provisions of Section IV below as specified in Section IV.A.

### E. Materials Developed with Contract Funds

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

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

A contractor is not eligible for additional funds if the contractor has demonstrated fiscal and/or programmatic noncompliance and has received final notification, as specified in Section IX.A below, that:

1. Its contract will be placed on conditional status
2. It will not be offered continued funding

I. Continued Funding

Contractors have no vested right to a subsequent contract. Contractors that are not on conditional contract status but which have evidenced fiscal or programmatic noncompliance with the provisions of this contract, law or regulations shall receive an administrative review in accordance with Section IX.A below to determine whether they will receive an offer for continued funding.

Contractors currently on conditional status that do not meet the requirements specified in the Conditional Status Addendum, as specified in Section IX.C below, may not be offered a subsequent contract and shall be so notified by the CDD at least ninety (90) calendar days prior to the end of the current contract period.

Contractors that intend to accept the offer to continue services in the subsequent contract period shall respond to a continued funding application request from the CDD in accordance with the instructions and timelines specified in the request. Failure to respond within the timelines specified in the continued funding application request shall constitute notification to the CDD of the contractor's intent to discontinue services at the end of the current contract period unless the contractor has received a written extension of the original timeline from the CDD.

J. Conflicts of Interest

For any transaction to which the contractor is a party and the other party is:

1. An officer or employee of the contractor or of an organization having financial interest in the contractor
2. A partner or controlling stockholder or an organization having a financial interest in the contractor
3. A family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length

Based on corporate law (*Corporations Code*, sections 310, 5233-5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include:

1. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed.
2. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of part 5 of Division 9 of the *Family Code*; and

2. The contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

O. Unlawful Denial of Services (*Government Code*, Section 11135)

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, color, or disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.
2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, "disability" means any mental or physical disability as defined in *Government Code* Section 12926.

P. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state (general) and Federal funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Q. Priority Hiring Consideration (Public Contract Code 10353)

If the contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under the *Welfare and Institutions Code* Section 11200.

R. Labor Code/Workers' Compensation (*Labor Code* Section 3700)

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement.

S. Corporate Qualifications to do Business in California

1. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to

payments of principal and interest on loans incurred to acquire, rehabilitate or construct licensable facilities as long as the costs do not exceed fair market rents existing in the community in which the facility is located. In addition, to be reimbursable, interest paid on private sector debt for the purchase, lease-purchase, repair or renovation of child care and development facilities owned or leased by contractors providing center-based care must not exceed the value obtained by the state in the use of the facilities for the child care and development program during the year.

Federal funds cannot be used for the purchase or improvement of land, or for the purchase, construction, or permanent improvement of any building or facility. However, the federal funds may be expended for minor remodeling, and for upgrading child care facilities to assure that provider meets State and local child care standards, including applicable health and safety requirements.

### C. Equipment Bidding and Approval Requirements

All equipment purchases in excess of seven thousand five hundred dollars (\$7,500) per item (including tax) shall be approved in writing in advance by the CDD. In determining if an equipment purchase exceeds the threshold, all expenses associated with a purchase that are necessary for it to perform the intended purpose should be included in calculating the purchase cost. Example: A computer system could include, but is not limited to, individual items such as a central processing unit (CPU), computer monitor, computer stand, modems, disk drives, software, printer, etc. or hardware and software to install a local area network (LAN) system.

In addition, the following requirements apply:

1. Private agencies:

All equipment purchases exceeding five thousand dollars (\$5,000 including tax) will not be approved unless at least three (3) bids or estimates have been obtained.

2. Public agencies:

Public agencies shall comply with the applicable sections of the Public Contract Code.

If bids are required, the contractor shall purchase the goods or services from the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the contractor shall provide adequate documentation of the reason(s) why three (3) bids or estimates could not be obtained (e.g., emergency situations).

Bids, if applicable, shall be attached to the Request for Approval of Equipment (CD-2703) when submitted to the CDD for approval. One copy of the Request shall be retained by the CDD and one copy returned to the contractor approved or disapproved within thirty (30) calendar days of receipt. If the request for approval of an equipment purchase is disapproved, the contractor may appeal the decision in accordance with instructions specified in Section X. below.

Equipment replacement and lease-purchase agreements are subject to the above requirements. An inventory of all equipment shall be maintained



include a termination for convenience clause permitting termination of such agreements without cost to the contractor.

B. Bids for Subcontracts

Private contractors shall obtain at least three (3) bids or estimates for subcontracts that exceed five thousand dollars (\$5,000). The subcontract shall be awarded to the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the private contractor shall:

1. Maintain documents in its records that establish the reasons why three (3) bids or estimates could not be obtained
2. The reasonableness of the proposed expenditure without three (3) bids or estimates

Subcontracts subject to the approval of the CDD shall be rebid at least once every three (3) years or more often if specified by the CDD in its annual approval of the subcontract. Public agencies shall award subcontracts in accordance with the *Public Contract Code*. The contractor shall not split subcontracts to avoid competitive bidding requirements. Subcontracts for direct child development services between a public agency contractor and a private subcontractor are exempt from bidding but not from advance approval by the CDD if they are for ten thousand dollars (\$10,000) or more.

Subcontracts for auditing and/or bookkeeping services shall be rebid and changed every five (5) years unless retention of the same auditor is approved by the A&I.

C. Prior Child Development Division Approval

If directed by CDD, contractors will obtain prior written approval from the CDD for subcontracts of ten thousand dollars (\$10,000) or more that are otherwise not excluded from the provisions of Section IV.A above.

Prior to execution of a subcontract and commencement of work, the contractor shall submit two (2) copies of the proposed subcontract to the CDD for approval, including a proposed line-item budget which shows the costs of the services to be performed. The budget for a proposed subcontract for renovation and repair shall show the total cost of labor and the total cost of materials. Bids, if applicable, shall be submitted to the CDD when requesting approval. If three (3) bids were not obtained, the contractor shall provide written justification when the subcontract is submitted to the CDD for prior approval. Contractors shall demonstrate that approval of the subcontract is cost effective to the State. For proposed renovation and repair subcontracts, private agencies shall include documents showing that the bidder selected by the contractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract. Requests for approval of subcontracts for transportation services shall include a Certificate of Insurance for the subcontractor in an amount not less than \$1 million per occurrence (or a greater amount if required by the Public Utilities Commission regulations), listing the contractor and the State as additional named insured.

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 the subcontractor in the performance of the subcontract

12. For management and/or direct service subcontracts, the subcontractor shall maintain records for program review, evaluation, audit and/or other purposes and make the records available to agents of the State for a period of five (5) years
13. The provisions of the "Nondiscrimination Clause" included in the prime contract as specified in Title 2 California *Code of Regulations*, Chapter 5, Section 8107

#### E. Recommended Subcontract Provisions

The following items are suggested for inclusion in subcontracts to protect the interests of the contractor:

1. Funding of the subcontract should be made subject to the appropriation and availability of funds from the State.
2. All subcontracts should contain a provision that the subcontractor is liable for any audit exception caused by, or as a result of, the subcontractor's lack of performance as required by the subcontract.
3. The subcontract should provide that the subcontractor, its agents and employees, in the performance of the subcontract, are acting in an independent capacity and not as agents or employees of the contractor.
4. Unless exempt from CDD approval above, subcontracts for ten thousand dollars (\$10,000) or more cannot become effective and binding on either the prime contractor or the subcontractor until approved in writing by the CDD, and any work performed by the subcontractor prior to the date of such approval shall not be used as a claim against the State.
5. The consideration paid to the subcontractor, as provided in the subcontract, should be stated to be the full compensation for all the subcontractor's expenses incurred in the performance of the subcontract.

#### F. Audit Requirements for Subcontracts

Subcontracts for management and/or direct services shall be audited in accordance with the CDE Audit Guidelines. The cost of the audit shall be reimbursable and shall be borne by the contractor either directly or as an allowance in the subcontract. The audit of the subcontract shall be submitted to the A&I along with the contractor's audit as specified in Section VI.E below.

### V. COSTS , EARNINGS AND REIMBURSEMENTS

#### A. Reasonable and Necessary Costs

Contractors will be reimbursed for actual costs that are reasonable and necessary to the performance of the contract as defined in Section I above. The funds apportioned by CDE to the LPC must be used to supplement and not supplant any local efforts to increase collaboration of child care agencies and children's service interest groups that may already be in place.

#### B. Indirect Costs

If indirect costs are claimed, an indirect cost allocation plan must be on file with the contractor and available for review by the CDD and auditors. The maximum indirect cost rate is eight percent (8%). This rate is applied to budget categories 1000-5000 only in determining the maximum amount of indirect costs that are reimbursable under

4. Taxes, insurance, and maintenance for building and/or equipment
5. Depreciation based on the useful life of an asset in accordance with Section III.A above.
6. A use allowance for buildings and improvements in accordance with Section III.A above
7. Travel and per diem expenses, including approved out-of-state travel, in accordance with Section V.D above
8. An indirect cost rate based on an approved indirect cost plan, in accordance with Section V.B above

F. Nonreimbursable Costs

The following costs shall not be reimbursable under the child development contract:

1. Bad debts, including losses arising from uncollectible accounts and any related legal costs. Uncollected parent fees are not considered to be bad debts if documentation of collection attempts exists
2. Contributions
3. Costs of amusement or entertainment
4. Costs of fines or penalties
5. Costs incurred after the contract has been terminated
6. Fund raising costs
7. Consumer interest except:
  - a. Interest on borrowed funds when apportionments are withheld because of a delay or error attributable to the State and the amount of interest claimed is approved by the CDD
  - b. When interest is part of a lease purchase agreement
8. Investment management costs
9. Costs of organization of a nonprofit corporation such as incorporation fees or consultant fees
10. Public relations consultant fees
11. Costs of legal, consulting and accounting services incurred in prosecution of claims against the State
12. State and federal income taxes
13. Bonuses unless part of a collective bargaining agreement
14. Compensation to the members of the board of directors except for:
  - a. Reimbursement for travel and/or per diem, computed in accordance V.D above, incurred while the members are conducting business for the organization
  - b. As provided in the Corporation Code, Section 5227, et seq.
15. Costs of subcontracts which increase the contractor's cost or subcontracts which contain a provision for reimbursement for cost-plus-a-percentage-of-costs
16. Costs incurred in prior or future years

G. Charging of Expenditures

Net reimbursable program costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations. However, the cost of the annual independent audit may be claimed either

## VI. ACCOUNTING AND REPORTING REQUIREMENTS

### A. General Requirements

Contractors shall follow the accounting procedures specified in the most recent edition of the California School Accounting Manual. Contractors shall report expenditures on an accrual basis.

### B. Child Development Fund and Interest Bearing Accounts

All contractors shall establish a fund to be known as the "Child Development Fund" as specified in *Education Code*, Section 8328, except that private contractors shall establish the fund in a federally insured banking institution located in California. Contractors with multiple fund sources shall establish separate program cost accounts for each source of funds.

If the contractor places advanced contract funds in an interest bearing account, the interest bearing account shall be a separate account within the Child Development Fund. Interest earned shall be retained by the contractor if it is expended on reimbursable costs.

### C. General Record Keeping Requirements

All records shall be retained for a minimum period of five (5) years. Claims for reimbursement shall not be paid unless there are documents to support the claims. The contractor has the burden of supporting claims for reimbursement.

If the contractor has more than one CDE program, then the method used to allocate administrative costs must be documented.

If an individual is multi-funded on a time accounting basis, then the individual's time sheet must indicate the actual amount of time spent in each program per day.

State employees or representatives shall be allowed access to all program related or fiscal records during normal work hours.

### D. Other Report Data

Contractors shall submit statistical, cost and program data as requested by the CDE in order for the CDE to prepare various legislatively mandated reports, to meet state and federal reporting requirements and for the effective administration of child care and development programs.

Contractors submitting data to the CDE will include a certification that the data are correct and complete, and the signature of the person authorized by the contractor to certify the data. The signature may be electronic as specified by the CDE.

Contractors shall submit complete, accurate data to the CDE by the data specified, and as specified, in the CDE's request for this information. Incomplete, inaccurate, or incorrectly formatted reports, and reports not received by the required date shall be considered delinquent. Penalties for delinquent reporting are specified in Section V.J. above.

The contractor may appeal the A&I's findings according to the procedures specified in Section VIII.A below if the amount of the demand for remittance meets or exceeds the threshold specified in *Education Code* Section 8402(c).

G. Delinquent Audits and One-Time-Only Extensions

If an audit is not received on or before the required due date and an extension has not been granted, the audit shall be considered delinquent and all apportionments shall be withheld as specified in Section V.J above.

Except for contractors on conditional status, the A&I may grant a contractor a one-time-only, thirty (30) calendar day extension of the audit due date provided the inability of the contractor to submit the audit by the due date was beyond the fault and control of the contractor.

Contractors shall be liable for all CDE costs incurred in obtaining an independent audit if the contractor fails to produce or submit an acceptable audit.

H. Bureau of State Audits

Contractors shall be subject to the examination and audit of the Bureau of State Audits for a period of three (3) years after final payment under this contract.

**VII. CONTRACT CLASSIFICATIONS**

A. Clear Status

Contractors that are in full compliance with applicable laws, regulations and contract provisions are awarded clear contracts.

B. Provisional Status

New contractors and contractors with new contracts shall be on "provisional" status (stamped on the face sheet of the contract) for a period of not less than twelve (12) months. Contractors on provisional status shall submit monthly fiscal reports to the CDFS

C. Conditional Status

Contractors receiving "conditional" contracts (stamped on the face sheet of the contract) shall be on conditional status until the CDE issues a contract rider formally clearing the contract as specified in Section IX.D below. While on conditional status the contractor shall submit monthly fiscal reports to the CDFS. The first monthly report shall include a current inventory of equipment purchased in whole or in part with contract funds.

**VIII. TERMINATION, SUSPENSION AND MAJOR REDUCTIONS IN CONTRACT PAYMENTS**

A. Independent Appeal Procedures

Pursuant to the requirements of *Education Code* Sections 8400 through 8409, an independent appeal procedure shall be available to any contractor whose contract is terminated or suspended, or whose total reimbursable contract amount is reduced by four percent (4%) or \$25,000, whichever is less. Such appeals shall be heard by independent hearing officers in accordance with procedures established by the Office

3. The Decision

The hearing officer shall issue a final decision, in writing, within thirty (30) calendar days after the submission of the case. The decision shall be sent by registered mail or personally served on the representatives of the parties by OAH. The decision shall be the final administrative action afforded the contractor.

4. Request for Additional Written Materials on File at CDE

Contractors may request, in writing, any public documents on which the CDE intends to rely from the CDE files at a cost of six (6) cents per page, payable in advance. The CDE will mail the material requested not later than ten (10) days from the receipt of the request.

C. Contractor's Responsibility After Notice of Termination

After receiving notice of the CDD's decision to terminate the contract or to make no offer of continued funding, the contractor shall submit copies to or make available for copying by the CDD all of the following:

1. A current inventory of equipment purchased in whole or in part with contract funds
2. The names, addresses and telephone numbers of all staff members funded by the contract

The State shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The State shall offset any monies the contractor owes the State against any monies the State owes under this contract.

IX. CONTRACT STATUS CHANGE PROCEDURES

A. Administrative Review of Changes in Contract Status

Contract performance shall be reviewed at least annually by CDD staff who shall determine by April 1 of each year whether to offer continued funding on a clear contract, continued funding on a conditional basis or to make no offer of continued funding.

If the staff recommends conditional status or no offer of continued funding, the contractor shall be notified in writing of the reasons for the proposed change in contract status by April 7. The notice of proposed action shall be sufficiently specific to allow the contractor to respond to the factual basis for the proposed action.

If the contractor disagrees with the proposed action, the contractor's response shall be received by the CDD within ten (10) calendar days of receipt of the notice of proposed action. The contractor's response shall include any written materials in support of its position and, if the contractor intends to make an oral presentation, the response shall so specify.

If the action is being appealed, the staff recommendation and the contractor's response shall be reviewed by an administrative review panel convened by the Director of the CDD within seven (7) calendar days of receipt of the contractor's response. The review

If the contractor is placed on conditional status during the contract period a Conditional Status Addendum will be issued by the CDE and the Conditional Status Addendum shall be considered a part of the annual child development contract and binding on the contractor.

**D. Duration of Conditional Contract Status**

A contractor shall remain on conditional contract status until the contractor has corrected deficiencies and/or has met requirements identified in the Conditional Status Addendum. A contractor with a repayment plan shall remain on conditional contract status and not receive any apportionments until full repayment is made.

A contractor on conditional contract status that is not on a repayment plan shall remain in that status until:

1. The CDE issues written notice to the contractor that the conditional status has been cleared;
2. The contractor is issued a clear contract; or
3. The contract terminates according to its terms

A contractor may request written verification from the CDD that some of the deficiencies have been corrected even if the contractor will not be removed from conditional contract status.

**X. RESOLUTION OF CONTRACT ADMINISTRATION DISPUTES**

The procedure specified in this Section shall be used to resolve disputes between contractors and the CDE that may arise regarding the interpretation and application of any term or condition of a contract, including, but not limited to, requests for waivers, approval of subcontracts or expenditures requiring approval, requests for reimbursement rate adjustments, or reductions in the total amount of contract reimbursement that are not appealable under Section VIII.A above.

The contractor shall attempt to resolve contract disputes at the lowest staff level within the CDE. If the dispute is not resolved at the lowest staff level, the contractor may appeal the decision by submitting a written description of the issues and the basis for the dispute to the Regional Administrator of the CDD having jurisdiction over the contractor's service delivery area. The Regional Administrator shall make a determination and shall send a written notification of the decision to the contractor, together with the reasons for the decision, within thirty (30) calendar days of the receipt of the appeal by the Regional Administrator.

The contractor may appeal the decision of the Regional Administrator to the Assistant Director of the CDD by submitting a written description of the issues in dispute, and a copy of the Regional Administrator's decision. The Assistant Director of the CDD shall send notification of the decision to the contractor and shall specify the reason(s) for the decision within thirty (30) calendar days of the receipt of the appeal by the Assistant Director. The decision of the Assistant Director of the CDD shall be the final administrative action afforded the contractor.

**XI. PROGRAM REQUIREMENTS**

It is the intent of the Legislature that local child care and development planning councils shall provide a forum for the identification of local priorities for child care and the development of policies to meet the needs identified within those priorities (*Education Code, Section 8499.3*). It is further the intent of the Legislature that communities implementing new programs or initiatives connect with existing program strategies and build upon existing local collaboratives,

No member of the LPC shall participate in a vote if he or she has a proprietary interest in the outcome of the matter.

The LPC is required to adhere to the requirements in the Ralph M. Brown Act; *Government Code*, sections 54950-54963, in the conduct and public notification of LPC meetings scheduled.

### C. LPC Responsibilities

When legislation does not identify specific target populations or geographic areas to be served in allocating expansion funds, the CDD will use the LPC priorities for the purpose of allocating new state (general) and federal funds within each county. Priorities shall be submitted in accordance with *Education Code*, Section 8499.5.

The priorities shall be identified in a manner that ensures that all child care needs in the county are met to the greatest extent possible. To accomplish this, the LPC shall do all of the following:

1. Elect a chair
2. Employ, as an LPC Coordinator, staff person(s) equivalent to at least one full-time position. The LPC Coordinator shall assist the LPC in meeting the mandates set forth in Title 1, Division 1, Part 6, Chapter 2.3 of the *Education Code*. Additionally, the LPC shall employ support staff as deemed necessary to meet LPC roles and responsibilities.
3. Conduct an assessment of child care needs at least once every five years. The needs assessment shall meet the requirements as specified in *Education Code*, Section 8499.5(b).
4. Document information gathered during the needs assessment which shall include, but need not be limited to, data on supply, demand, cost, and market rates for each category of child care in the county.
5. Submit the results of the needs assessment and the local priorities identified by the LPC to the CBS and CSS for approval before submitting them to CDE.
6. Prepare a comprehensive countywide child care plan designed to mobilize public and private resources to address identified needs.
7. Encourage public input in the development of the priorities. Opportunities for public input shall include at least one public hearing during which members of the public can comment on the proposed priorities.
8. Conduct a periodic review of child care programs funded by the CDE and CDSS to determine if identified priorities are being met.
9. Collaborate with all interested parties, including, but not be limited to, subsidized and non-subsidized child care providers, county welfare departments, human service agencies, regional centers, job training programs, employers, integrated child and family service councils, local and state children and families commissions, parent organizations, early start family resource centers, family empowerment centers on disabilities, and local child care resource and referral programs, to foster partnerships designed to meet local child care needs.
10. Facilitate community-based efforts to coordinate part-day programs, including state preschool and Head Start, with other child care and development services to provide full-day, full-year child care and development services based on guidelines and funding models approved by state and federal agencies.
11. Develop and implement a training plan to provide increased efficiency, productivity, and facilitation of LPC meetings.



The **Expenditure and Revenue Report Form (CDFS 9529)** shall be submitted directly to your assigned fiscal analyst at:

California Department of Education  
Child Development Fiscal Services  
1430 N Street, Suite 2213  
Sacramento, CA 95814

The **Summary of Activities Report (CD-6002)** may be submitted electronically to:  
[lparfitt@cde.ca.gov](mailto:lparfitt@cde.ca.gov)

All other reports shall be submitted to:

California Department of Education  
Child Development Division  
Attn.: Linda M. Parfitt, Consultant  
1430 N Street, Suite 3410  
Sacramento, CA 95814

If you have questions regarding these program requirements, please contact Linda Parfitt, LPC Coordinator, CDE/CDD, by phone at (916) 322-1048 or by email at [LParfitt@cde.ca.gov](mailto:LParfitt@cde.ca.gov).

# **ATTACHMENT II**

**RESOLUTION**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2007/08.

**RESOLUTION**

BE IT RESOLVED that the Governing Board of County of Los Angeles  
Board of Supervisors

authorizes entering into local agreement number/s CLPC-6018 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>William T Fujioka</u>	<u>Chief Executive Officer</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2007/08, by the  
Governing Board of County of Los Angeles Board of Supervisors  
of \_\_\_\_\_ County, California.

I, \_\_\_\_\_, Clerk of the Governing Board of  
\_\_\_\_\_, of \_\_\_\_\_, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a \_\_\_\_\_ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date) **APPROVED AS TO FORM:**

**RAYMOND G. FORTNER, JR.**  
**County Counsel**

By *Michelle Nelson*  
\_\_\_\_\_  
Date: \_\_\_\_\_

**FEDERAL CERTIFICATIONS****CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies 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 department or agency:

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction 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 a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

# **ATTACHMENT III**

**CERTIFICATION STATEMENT**  
**REGARDING COMPOSITION OF LPC MEMBERSHIP**

**Return to:**

California Department of Education  
 Child Development Division  
 Local Planning Council Team  
 560 J Street, Suite 220  
 Sacramento, CA 95814

**Due Date:**

**Annually on January 20**

Please complete all information requested below:

County Name: <b>Los Angeles</b>		County Coordinator Name and Telephone Number: Laura Escobedo (213) 974-4102
<b>Membership Categories</b>		
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Susan M. Baxter	266 Melcanyon Road Duarte, CA 91010 (626) 488-5429	September 2005 – August 2008
Chantal Lamourelle-Sims	3744 Gundry Avenue Long Beach, CA 90807 (562) 912-7871	September 2007 – August 2010
Sandra Menendez	2130 North Eastern Avenue Los Angeles, CA 90032 (818) 262-9884	September 2007 – August 2010
Nellie Rios-Parra	10319 Firmona Avenue Lennox, CA 90304 (310) 680 - 3500	September 2005 – August 2008
Alicen Vera	5800 Fulton Avenue Valley Glen, CA 91401 (818) 947-2976	September 2007 – August 2010
Patrice Wong	1548 Chestnut Avenue Long Beach, CA 90813 (562) 591-0509	September 2007 - August 2010
Norayma Cabot	3600 Workman Mill Road Whittier, CA 90601 (562) 908-3494	September 2007 – August 2010
Pat Mendoza	Post Office Box 843 Claremont, CA 91711 (626) 963-1611 x 330	September 2007 – August 2010
Dr. Maria Rochart	714 South Glendale Avenue Glendale, CA 91205 (818) 545-9848	September 2005 – August 2008
Tracy Colunga-Hollingsworth	2525 Grand Avenue Long Beach, CA 90805 (562) 570-4245	September 2006 – August 2009

20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Rosa Arevalo	2803 Moonstone Court Los Angeles, CA 90032 (310) 397-4200 x 406	September 2006 – August 2009
Sandra Dennis	2528 Deerford Street Lakewood, CA 90712 (562) 422-3432	September 2007 – August 2010
Pamela Kwok	3845 Selig Place Los Angeles, CA 90031 (323) 224-3800 x 227	September 2007 – August 2010
Ancelma Sanchez	4909 East Cesar Chavez Avenue Los Angeles, CA 90022 (213) 981-0028	September 2006 – August 2009
Grace Castro	11460 Bradhurst Street Whittier, CA 90606 (562) 692-8992	September 2007 – August 2010
Ngoc Dang	715 West Ramona Road Alhambra, CA 91803 (626) 281-2099	September 2007 – August 2010
Mary Helen Vasquez	1839 South Hoover Street Los Angeles, CA 90006 (213) 747-6254 x 104	September 2007 – August 2010
Holly Reynolds	1101 West McKinley Avenue Pomona, CA 91768 (909) 623-3899	September 2006 – August 2009
Joy Cyprian	14033 Ragus Street La Puente, CA 91744 (626) 337-2927	September 2007 – August 2010
Sylvia Parra	15843 Malden Avenue North Hills, CA 91343 (818) 891-3349	September 2007 – August 2010
20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Holly Daasnes Community Care Licensing	5900 Pasteur Court, Suite 125 Carlsbad, CA 92008 (760) 929-3274	September 2007 – August 2010
Rafael Lopez City of Los Angeles	200 North Spring Street Los Angeles, CA 90012 (213) 978-1845	September 2007 – August 2010
Julie Taren City of Santa Monica	1685 Main Street Santa Monica, CA 90401 (310) 458-8701	September 2007 – August 2010
Craig Lancaster LAUSD	1360 West Temple Street Los Angeles, CA 90026 (213) 625-6526	September 2005 – August 2008
Sheri Lewis County of Los Angeles Department of Public Social Services	12820 Crossroads Parkway City of Industry, CA 91746 (562) 908-6078	September 2007 – August 2010
Alice Murphy Bonita USD	115 West Allen Avenue San Dimas, CA 91773 (909) 971-8330	September 2005 – August 2008

Alan Guttman Claremont Unified School District	2080 North Mountain Avenue Claremont, CA 91711 (909) 398-0373	September 2006 – August 2009
Jenny Trickey Santa Monica City College	1900 Pico Boulevard Santa Monica, CA 90405 (310) 434-8526	September 2006 – August 2009
Anita Tetrault Glendale Unified School District	223 North Jackson Street Glendale, CA 91206 (818) 241-3111 ext. 308	September 2006 – August 2009
Robert Wiltse County of Los Angeles Department of Children and Family Services	12440 Imperial Highway Norwalk, CA 90650 (562) 345-6631	September 2007 – August 2010

**Membership Categories**

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Angelica Solis Alliance for a Better Community	350 S. Bixel Street, Suite 180 Los Angeles, CA 90017 (213) 250-0052	September 2007 – August 2010
Manuel Fierro Low Income Investment Fund	800 South Figueroa Street Los Angeles, CA 90017 (213) 627-9611	September 2005 – August 2008
Kathleen Pompey	12113 Parise Drive Whittier, CA 90604 (562) 907-4937	September 2007 – August 2010
Leticia Lara Zero to Three	350 South Bixel Street Los Angeles, CA 90017 (213) 481-7279	September 2007 – August 2010
Corrine Sanchez Proyecto Del Barrio	8902 Woodman Avenue Arleta, CA 91331 (818) 830-7133	September 2007 – August 2010
Pam Schmidt Public Counsel	610 South Ardmore Los Angeles, CA 90005 (213) 385-2977 x 154	September 2005 – August 2008
Bobbie Edwards WestEd/PITC	2823 Sanborn Avenue La Crescenta, CA 91214 (626) 524-1829	September 2006 – August 2009
Noreen Clarke Sheehan USC/Children's Hospital	Post Office Box 27980 Los Angeles, CA 90027 (323) 671-3819	September 2006 – August 2009
Carolina Alvarez LAUP	750 North Alameda Los Angeles, CA 90012 (213) 416-1287	September 2006 – August 2009
Atalaya Sergi Jump Start for Young Children	Post Office Box 361251 Los Angeles, CA 90036 (323) 931-0923	September 2007 – August 2010

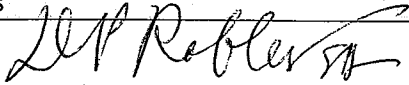


20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Karen Kaye Child Care alliance of Los Angeles	2701 Ocean Park Blvd. Santa Monica, CA 90405 (310) 452-3325	September 2007 – August 2010
Lorraine Schrag 3 <sup>rd</sup> District Appointee	2054 Manning Avenue Los Angeles, CA 90025 (310) 474-2483	September 2005 – August 2008
Jan Isenberg LACOE	9300 Imperial Highway Downey, CA 90242 (562) 922-8913	September 2007 – August 2010
Wilma Kiel 2 <sup>nd</sup> District Appointee	3216 Hoover Street Los Angeles, CA 90007 (213) 748-3700	September 2005 – August 2008
Dianne Philibosian 5 <sup>th</sup> District Appointee	436 South Arroyo Blvd. Pasadena, CA 91105 (626) 440-0585	September 2006 – August 2009
Rocio Bach Child Development, Media, Inc.	P.O. Box 10143 Glendale, CA 91209 (818) 407-0557	September 2006 – August 2009
Patti Oblath Santa Monica Child Care and Early Education Task Force	2701 Ocean P ark Blvd. #253 Santa Monica, CA 90405 (310) 452-3325	September 2007 – August 2010
Marcella McKnight Salvation Army	1313 West 119th Street Los Angeles, CA 90044 (213) 438-1603	September 2007 – August 2010
Beverly Morgan-Sandoz LACOE Head Start	10100 Pioneer Blvd. Ste 100 Santa Fe Springs, CA 90670 (562) 940-1770	September 2006 – August 2009
Adelina Ruth Sorkin 1 <sup>st</sup> District Appointee	2354 Kenilworth Avenue Los Angeles, CA 90039 (323) 661-6459	September 2005 – August 2008

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of August 1, 2007, the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997; California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative - County Board of Supervisors	Telephone Number	Date
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
	(562) 922-6127	7/18/07
Local Child Care Planning Council Chairperson	Telephone Number	Date