



County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
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WILLIAM T FUJIOKA
Chief Executive Officer

July 1, 2008

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:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES: RECOMMENDATION TO
TERMINATE THE CHILD CARE CENTER OPERATOR AGREEMENT WITH
GOLDEN WINGS ACADEMY, INC., AND DELEGATE AUTHORITY TO THE
DPSS DIRECTOR TO EXECUTE AN AGREEMENT WITH
CENTER FOR COMMUNITY AND FAMILY SERVICES AS THE NEW PROVIDER
FOR THE EXPOSITION PARK CHILD CARE CENTER
(ALL DISTRICTS AFFECTED) (3 VOTES)**

SUBJECT

This is a recommendation for your Board to terminate for convenience the agreement between the County of Los Angeles and Golden Wings Academy, Inc., to provide child care services at the Department of Public Social Services (DPSS) Exposition Park Child Care Center (Center). Simultaneously, we are requesting delegated authority for the Director of DPSS to" (1) execute an agreement with the Center for Community and Family Services (CCFS), to assume responsibility to operate the Center; and (2) prepare amendments to this agreement, as necessary.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the termination for convenience of the agreement between the County of Los Angeles and Golden Wings Academy, Inc., to provide child care services at the Center located on-site at 1024 West 38th Street, Los Angeles, California 90037. The termination for convenience will be effective July 31, 2008. This is a non-financial agreement; therefore, there is no fiscal impact.

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

2. Delegate authority to the Director of DPSS to execute an agreement, substantially similar to the attached agreement, with CCFS to assume responsibility for providing child care services at the Center effective August 1, 2008, through July 31, 2013.
3. Delegate authority to the Director of DPSS to prepare and execute amendments to this agreement when the change is necessitated by additional and necessary services that are required for the contractor to comply with changes in federal, State, or County requirements. The approval of County Counsel will be obtained prior to execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 8, 2005, your Board adopted the Department's recommendation to delegate authority to the Director of DPSS to execute an agreement with Golden Wings Academy, Inc., to provide child care services at the Center effective April 1, 2005, or the day after execution, whichever was later, through September 30, 2010. This non-financial agreement was ultimately entered into on March 17, 2005, and no solicitation was required. State regulations allow contracting without competitive solicitation when there is no exchange of funds between the contractor and the County. The County and Golden Wings Academy, Inc., have determined that it is in the County's best interest to terminate this agreement for convenience.

Entering into an agreement with CCFS, including any necessary amendments to the agreement, will ensure that child care services for children enrolled at the Center are not interrupted and remain in compliance with all child care regulations.

With your Board's approval, DPSS will execute an agreement, substantially similar to the attached agreement, with CCFS to provide child care services at the Center.

Implementation of Strategic Plans and Goals

Termination of this agreement is consistent with the principles of the Countywide Strategic Plan, Goal No. 5: Children and Families' Well-Being: Improve the well-being of children and families in Los Angeles County, as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

This is a non-financial agreement for the provision of child care services for the children of DPSS employees and CalWORKs participants who are in need of child care. The County does not pay for the child care services. In December 2007, the Chief Executive Office (CEO) approved net County cost funding through June 2009 that would allow DPSS to pay for space costs so that the Center could enroll up to a maximum of 27 non-DPSS/non-CalWORKs children, which is half of the Center's capacity of 54. The County provides the physical facilities, utilities, upkeep, equipment and supplies. All replenishable equipment and supplies are purchased and provided by DPSS.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

The Center was opened in June 2005, by Deseree Chase, Chief Executive Officer of Golden Wings Academy, Inc., with a licensed capacity of up to 54 children (15 infants/toddlers and 39 preschoolers). The agreement between the County of Los Angeles and Golden Wings Academy, Inc., contains a provision which permits the County to terminate for convenience, in whole or in part, when such action is deemed by the County to be in its best interest.

As a result of the request for termination for convenience of the agreement between the County of Los Angeles and Golden Wings Academy, Inc., DPSS has selected a new operator, CCFS to assume responsibility for the Center.

CCFS has been serving low-income families since 1969, and currently operates a total of 18 child care facilities throughout Los Angeles County. CCFS offers numerous support services to more than 45,000 families. These services include housing, subsidized child care and Head Start programs, access to food banks, clothing, employment assistance, family counseling and much more. In addition, CCFS is one of the contracted CalWORKs Stage 1 Child Care Alternative Payment program agencies that provides case management services to eligible CalWORKs participants and makes direct provider payments.

DPSS staff has reviewed facility evaluation reports conducted by the State's Community Care Licensing Division (CCLD) and determined that all 18 CCFS child care facilities are compliant with CCLD regulations.

County Counsel has reviewed and approved this Board letter.

The Honorable Board of Supervisors
July 1, 2008
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IMPACT ON CURRENT SERVICES

The Center has the capacity to serve 54 children. Currently there are a total of 39 children enrolled. Of these, ten are the children of DPSS employees and 29 are the children of CalWORKs participants. We are concurrently seeking approval for CCFS to assume responsibility for operating the Center. To ensure that current child care services are not interrupted, as well as to ensure a smooth transition of child care operators, CCFS will assume responsibility for the Center effective August 1, 2008. As such, there will be no impact on current child care services.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Director of DPSS, and one adopted stamped copy to:

Office of County Counsel
Attention: David Beaudet
500 West Temple St., Room 602
Los Angeles, California 90012

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:MS
GP:JB:cvb

Attachment

c: County Counsel
Executive Officer, Board of Supervisors
Department of Public Social Services

CHILD CARE CENTER OPERATOR SERVICES CONTRACT



By and Between

COUNTY OF LOS ANGELES
AND

CENTER FOR COMMUNITY AND
FAMILY SERVICES

Prepared by
Department of Public Social Services
Child Care Program Section
12820 Crossroads Parkway South
City of Industry, California 91746-3411

July 2008

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CENTER FOR COMMUNITY AND FAMILY SERVICES

This Contract is made and entered into this 1st day of August 2008, by and between the County of Los Angeles, hereinafter referred to as COUNTY, and Center for Community and Family Services hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY has a need for a CONTRACTOR to operate child care centers in its offices for the purpose of providing child care services to COUNTY employees, CalWORKs participants, and other children as designated by COUNTY; and

WHEREAS, the CONTRACTOR is qualified and has the experience and expertise to provide child care services; and

WHEREAS, COUNTY is entering into a non-financial Contract with CONTRACTOR and there will be no COUNTY compensation to CONTRACTOR; and

Now, THEREFORE, the parties agree as follows:

I. APPLICABLE DOCUMENTS

1. Attachments A, B, C, D, E, F, G, H, I, J, K, and L, as set forth below, are attached to and form a part of this Contract.
2. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service or schedule, between the body of this Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:
 - 2.1 Attachment A - Statement of Work and Technical Exhibits
 - 2.2 Attachment B - Certification of No Conflict of Interest
 - 2.3 Attachment C - CONTRACTOR's EEO Certification
 - 2.4 Attachment D - CONTRACTOR's Nondiscrimination In Services Certification
 - 2.5 Attachment E - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
 - 2.6 Attachment F - Parent Fee Schedule
 - 2.7 Attachment G - Safely Surrendered Baby Fact Sheet

- 2.8 Attachment H - IRS Notice 1015
- 2.9 Attachment I - Contractor's Charitable Activities Compliance
- 2.10 Attachment J - Jury Service Ordinance
- 2.11 Attachment K - County's Administration
- 2.12 Attachment L - Contractor's Administration

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

II. TERM OF CONTRACT

This Contract is effective August 1, 2008 or the date of this Contract's execution by the Director of DPSS, whichever is later, and shall continue through July 31, 2013.

CONTRACTOR shall be prepared to provide child care services for children at the Exposition Park Child Care Center located at 1024 West 38th Street, Los Angeles, California 90037 site no later than August 1, 2008, or a date as agreed to by COUNTY and CONTRACTOR.

CONTRACTOR shall be prepared to care for the maximum number of children allowed at the Exposition Park Child Care Center site by August 1, 2008. The California Department of Social Services (CDSS), Community Care Licensing Division (CCLD) shall determine the maximum child capacity.

III. INTERPRETATION

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1. Agency Senior Executive:

The individual designated in Section V Paragraph 38.3 A. to receive official notices on behalf of the CONTRACTOR.

2. Board of Supervisors

The Board of Supervisors is the governing body of the County of Los Angeles.

3. Business Days

Business days are Monday through Friday, excluding COUNTY holidays.

4. Contractor Hearing Board

The County Board which adjudicates evidentiary hearings on the malfeasance of contractors when the contracting COUNTY Department moves to debar the contractor from retaining a current Contract or bidding on future contracts.

5. Contractor

The governmental agency, non-profit corporation, for-profit corporation, or educational institution, which has entered into a Contract with the COUNTY to perform and execute the work specified in this Contract.

6. Contract Manager

The individual designated by CONTRACTOR to administer the Contract operations after the Contract award.

7. County Contract Administrator (CCA)

The person designated by the COUNTY to administer the Contract on a daily basis. The CCA is responsible for monitoring the Contract and provides direction to the CONTRACTOR in the areas relating to policy, information and procedural requirements.

8. Department of Public Social Services (DPSS)

COUNTY Department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County. This Department is required by the California Department of Social Services (CDSS) to provide services which assist participants of CalWORKs to qualify for, locate and retain appropriate unsubsidized employment through the CalWORKs Program.

9. Director

The Director of DPSS, County of Los Angeles, or his/her authorized representative(s).

10. Fiscal Year (FY)

COUNTY Fiscal Year which commences on July 1 and ends the following June 30.

11. Subcontractor

An individual or business firm contracted to perform all or part of the work defined in Attachment A, Statement of Work.

IV. COMPENSATION

This is a non-financial Contract. The COUNTY shall have no obligation to compensate CONTRACTOR for any services provided under this Contract.

V. STANDARD TERMS AND CONDITIONS

1. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

- 1.1 The CONTRACTOR shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The CONTRACTOR shall sign and adhere to the "Contractor's Nondiscrimination in Services Certification," Attachment D hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs.

- 1.2 COUNTY will provide civil rights complaint forms, PA 607, to CONTRACTOR for use by CalWORKs participants in reporting civil rights complaints.
- 1.3 All civil rights complaints shall be sent directly to:

County of Los Angeles
Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746-3411
Attention: Civil Rights and Customer Relations Section

2. AUTHORIZATION WARRANTY - CONTRACTOR represents and warrants that the signatory to this Contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.
3. CHANGES AND AMENDMENTS OF TERMS - The Parties may change through negotiation any portion of the work required under this Contract or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:
 - 3.1 For any change, which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the COUNTY Contract Administrator and CONTRACTOR's Contract Manager.
 - 3.2 For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and CONTRACTOR except as provided in Paragraph 3.3 herein below.
 - 3.3 Director may prepare and sign amendments to this Contract without further action by the Board of Supervisors under the following conditions:
 - A. Amendments shall be in compliance with applicable County, State, and federal regulations.
 - B. The County Board of Supervisors and the State of California have appropriated sufficient funds.
 - C. The Department of Public Social Services shall obtain the approval of County Counsel or his designee for an amendment of this Contract.
 - D. The amendments do not provide for COUNTY to compensate CONTRACTOR for these services.
4. CHILD/ELDER ABUSE/FRAUD REPORTING
 - 4.1 CONTRACTOR staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

- 4.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four (24) hours.
- 4.3 CONTRACTOR staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.
- 4.4 CONTRACTOR staff working on this Contract shall also immediately report all suspected fraud situations to COUNTY within three (3) business days.

5. COMPLAINTS

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within five (5) business days after Contract effective date, CONTRACTOR shall provide to COUNTY a written CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 5.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.
- 5.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit to COUNTY the revised written plan within five (5) business days.
- 5.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

6. COMPLETION OF CONTRACT

The CONTRACTOR shall turn over their current operation to another vendor upon expiration or termination of the Contract. For up to three (3) months prior to the expiration of this Contract, the CONTRACTOR shall provide the consulting services of the Contract Manager for orientation to ensure a smooth transition from CONTRACTOR-provided services back to another vendor. The CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of the CONTRACTOR

personnel during the transition period. In addition, the CONTRACTOR shall explain and return to the COUNTY, as requested, all staffing reports and related documents.

7. COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") and codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (2/26/02 BOS adopted Ordinance Chapter 2.203, Amended 6/11/02), which is attached as Attachment J.

- 7.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County (code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service.
- 7.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the COUNTY, or (2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 7.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and

CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

- 7.4 CONTRACTOR's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8. COMPLIANCE WITH LAWS

- 8.1 CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives and all provisions required thereby to be included herein, are hereby incorporated by reference. These shall include, but are not limited to:
- a. All-County Letter 97-73, dated 10/29/97 re: CalWORKs Implementation - Child Care
 - b. All-County Letter 98-08, dated 2/18/98 re: Child Care Providers Exempt from Health & Safety Self-Certification Requirements and Trustline Exemptions
 - c. CDSS Regulations Division 22-000, (In Entirety) re: Appeals and State Hearings
 - d. All-County Information Notice I-86-80, dated 3/13/81 re: Addresses on NA Backs
 - e. All-County Letter 84-01, dated 1/3/84 re: King v. McMahon
 - f. All-County Information I-139-79, dated 12/12/79 re: Change in Time Period for Appeal Affecting Publications
 - g. All-County Information Notice I-47-77, dated 5/31/77 re: Translated Fair Hearing Decisions
 - h. All-County Letter 74-114, dated 6/24/74 re: Implementation of Fair Hearing Decision Where Hearing Requested By County
 - i. CDSS Regulations Division 22-000, dated 7/1/83 re: Notice of Action Timeliness Guidelines
 - j. All-County Letter 98-46, dated 7/1/98, re: CalWORKs Child Care Regulations

- k. All-County Letter 98-52, dated 7/9/98, re: Regulations: Trustline and Health and Safety
- l. All-County Letter 99-63, dated 09/07/99 re: CalWORKs Stage One Child Care Program
 - *Social Security Act*
 - State Energy and Efficiency Plan (*Title 24, California Administrative Code*)
 - Clean Air Act (*Section 306, 42 USC 1857 (h)*)
 - Clean Water Act (*Section 508, 33 USC 1368*)
 - *Executive Order 11738* and Environmental Protection Agency Regulations (*40 CFR Part 15*)
 - All current applicable Health & Safety, Trustline directives released by CDSS
 - California Welfare and Institutions Code
 - *California Department of Social Services (CDSS) Manual of Policies and Procedures*

8.2 If CONTRACTOR is required to maintain any licenses to perform the services under this Contract, CONTRACTOR shall maintain such licenses on file.

8.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from an intentional or unintentional violation on the part of the CONTRACTOR of such laws, rules, regulations and ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination.

9. CONFIDENTIALITY

9.1 CONTRACTOR shall maintain the confidentiality of all records and information, including but not limited to billings, COUNTY records and client records and information, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. As a condition of employment, all employees of CONTRACTOR providing services hereunder shall sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement," Attachment E hereunder.

9.2 Under applicable law, including without limitation (California Welfare and Institutions Code Sections 10850 et seq. and 17006), all of the welfare case records and information pertaining to individuals receiving aid are confidential and **no information related to any individual welfare case records or welfare cases shall be in any way relayed to anyone except those employees**

of the Los Angeles County Department of Public Social Services so designated.

10. **CONFLICT OF INTEREST**

10.1 CONTRACTOR represents and warrants that no County employee whose position with the County enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work or in any way attempt unlawfully influence the COUNTY's approval or ongoing evaluation of such work. CONTRACTOR shall sign and submit to DPSS the Certification of No Conflict of Interest form (Attachment B).

10.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

11. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this Contract.

12. CONSIDERATION OF HIRING GAIN AND GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

Note: In the event that laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

13. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment I, the COUNTY seeks to ensure that all COUNTY contractors which received or raise charitable contributions comply with the California law in order to protect the COUNTY and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

14. CONTRACTOR'S EMPLOYEES

The CONTRACTOR is responsible for providing the personnel assigned to perform services under this Contract. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR, and the CONTRACTOR shall have the right to hire, suspend, discipline, or discharge the CONTRACTOR's personnel. While providing services to the COUNTY under this Contract, the CONTRACTOR's employees shall report to the COUNTY for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance of requested services immediately upon the written or oral request of the CCA.

14.1 The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct

payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR.

14.2 The personnel provided by the CONTRACTOR shall at a minimum be:

1. Physically able to lift 40 lbs. of weight.
2. Able to fluently read, write, speak, and understand English.
3. Bilingual, when requested.
4. Able to communicate effectively using good judgment and diplomacy.
5. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.
6. Able to handle sensitive materials and perform confidential duties.
7. Able to satisfy a background check. (See Attachment A, Section 1.3.4 for more details)
8. Able to meet the minimum qualifications as stated in the "Statement of Work," Attachment A, Section 1.3.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

15.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

15.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1 A responsible CONTRACTOR is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible Contractors.
- 16.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.
- 16.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 16.4 If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
- 16.5 The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The

CONTRACTOR and the COUNTY shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 16.8 The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.
- 16.9 The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

These terms shall also apply to Subcontractors of COUNTY Contractors.

17. COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in Attachment K - COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

17.1 COUNTY's Contract Manager

Responsibilities of the COUNTY's Contract Manager include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Section 3, Changes and Amendments; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

17.2 COUNTY's Contract Administrator

Responsibilities of the COUNTY's Contract Administrator include:

- Meeting with CONTRACTOR's Contract Manager on a regular basis; and
- Overseeing the day-to-day administration of this Contract.

The COUNTY's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

17.3 COUNTY's Quality Assurance Evaluator

The COUNTY's Quality Assurance Evaluator is responsible for: inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR. The Quality Assurance Evaluator may or may not be the same person as the Contract Administrator.

18. CONTRACTOR ADMINISTRATION OF CONTRACT

18.1 CONTRACTOR's Project Manager

18.1.1 CONTRACTOR's Project Manager is designated in Exhibit L - *Contractor's Administration*. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

18.1.2 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Contract Administrator on a regular basis.

18.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Project Manager.

18.4 Background and Security Investigations

18.4.1 At any time prior to or during the term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

18.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

18.4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose

background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

18.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-paragraph 18.4.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

18.5 Confidentiality

18.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

18.5.2 The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The CONTRACTOR shall ensure each employee performing services covered by this Contract to sign and adhere to the "*Contractor Employee Acknowledgment and Confidentiality Agreement*," Attachment E. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "*Contractor Non-Employee Acknowledgment, and Confidentiality, and Agreement*," Attachment E.

19. COUNTY LOBBYISTS

CONTRACTOR and each COUNTY Lobbyist or County Lobbying firm as defined in Los Angeles COUNTY Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

20. COUNTY'S QUALITY ASSURANCE PLAN

20.1 The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies, which the COUNTY determines are severe or continuing and that may place

performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

- 20.2 The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

21. COVENANT AGAINST FEES

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this Contract and, in its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

22. CRIMINAL CLEARANCES

- 22.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or subcontractors who come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each person.
- 22.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 22.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, including but not limited to the offenses specified in Health and Safety Code Section 11590 (person required to register as controlled substance offenders) and those crimes listed in the Penal code which involves murder, rape, kidnap, abduction, assault and lewd and lascivious acts. Including but not limited to the Penal code sections listed below:

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| 261.5 | Unlawful sexual intercourse with a minor; |
| 272 | Causing, encouraging or contributing to delinquency of person under age 18; |
| 273a | Great bodily harm or death to child; |
| 273ab | Endangerment of person or Health; |
| 273d | Assault resulting in death of child under eight (8) years of age; |
| 273g | Infliction of corporal punishment or injury on child resulting in traumatic condition; |
| 286 | Degrading, immoral or vicious practices in the presence of children; |
| 288 | Sodomy; |
| 288a | Lewd or lascivious acts upon the body of a child under age 14; |
| 314 | Oral copulation; |
| 647 (a) & (d) | Indecent exposure; and |
| | Disorderly conduct relating to lewd/behavior/prostitution. |

23. ASSIGNMENT AND DELEGATION OF DUTIES (A&D of Duties)

The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

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

23.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

24. DISCLOSURE OF INFORMATION

CONTRACTOR, its employees, agents and Subcontractors may not publish or disseminate any advertisements, press releases, or feature articles, using the name of COUNTY without prior written notice to the CCA. COUNTY shall have a five (5) business day review period to respond in writing with its comments.

25. DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or designee, and the Director's or designee's decision shall be final.

26. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all employees performing services under this Contract are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its employees. CONTRACTOR shall secure and retain verification of employment eligibility from any new employee in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability, which may be assessed against COUNTY or CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

27. EMPLOYEE BENEFITS AND TAXES

CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation. COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract on CONTRACTOR's performance hereunder.

28. EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

1. Are covered by an effective Injury and Illness Prevention Program.
2. Receive all required general and specific training.

29. FEES TO PARENTS

CONTRACTOR's fees to parents shall not exceed rates specified in Attachment F except if approved in writing by COUNTY.

30. FORCE MAJEURE

Except with respect to defaults of any Subcontractor(s), CONTRACTOR shall not be liable for any such excess costs, if its failure to perform this Agreement arises out of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's Subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without any fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. CONTRACTOR agrees to use all reasonable commercial efforts to obtain such goods or services from other sources and to mitigate the damages and reduce the delay caused by any of the above mentioned force majeure event. As used in this paragraph 30, the term "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

31. GOVERNING LAWS AND VENUE

31.1 This Contract shall be construed in accordance with and governed by the laws of the State of California.

31.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted and the parties' duties and obligations under this Contract shall be consistent with any amendment to any applicable statute, regulation, or other law which occurs after the effective date of this Contract.

31.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

32. GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to Departmental contracting staff, may observe performance activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

33. INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

34. JOB SAFETY

The CONTRACTOR shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable federal, State and local occupational safety regulations, and shall take any and all actions appropriate to provide a safe environment at the Centers. Any safety devices or protective equipment not in compliance with safety regulations shall be immediately reported to the designated COUNTY on-site manager.

35. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between the COUNTY of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this Contract.

36. INSURANCE

36.1 General Insurance Requirements:

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at the CONTRACTOR's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to the *Department of Public Social Services, 12820 Crossroads Parkway South, City of Industry, California 91746, Attention: Charlotte Lee, Chief, CalWORKs Division*, prior to commencing services under this Contract.

Such certificates or other evidence shall:

- (1) Specifically identify this Contract.
- (2) Clearly evidence all coverage required in this Contract.
- (3) Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance. Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.
- (4) Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M.

Best rating of not less than A:VII, unless otherwise approved by the COUNTY.

- C. Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend the Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- D. Notification of Incidents, Claims or Suits: The CONTRACTOR shall report to the COUNTY:
 - (1) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
 - (2) Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
 - (3) Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Administrator.
 - (4) Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.
- E. Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.
- F. Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- (1) CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- (2) CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

36.2 Insurance Coverage Requirements

- A. General Liability: insurance written on ISO policy form CG 0001 or its equivalent with limits of not less than the following:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Sexual Abuse/Molestation: | \$1 million |
| Each Occurrence: | \$1 million |

- B. Automobile Liability: insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

- C. Workers' Compensation and Employer's Liability: insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

| | |
|--------------------------|-------------|
| Each Accident: | \$1 million |
| Disease - policy limit: | \$1 million |
| Disease - each employee: | \$1 million |

- D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Contract.

37. NONDISCRIMINATION AND AFFIRMATIVE ACTION IN EMPLOYMENT

- 37.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical, or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
- 37.2 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.
- 37.3 CONTRACTOR shall deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 37.4 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 37.5 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.27 when so requested by the COUNTY.
- 37.6 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of Contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State or federal anti-discrimination laws or regulations shall

constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

- 37.7 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 37.8 CONTRACTOR shall ensure that Equal Employment Opportunity (EEO) notices and State-approved Civil Rights poster, "Equal Under the Law," are posted in all CONTRACTOR's facilities where they are easily accessible to CONTRACTOR's employees.
- 37.9 CONTRACTOR shall sign the form "Contractor's Equal Employment Opportunity (EEO) Certification" (Attachment C), hereunder.

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Tax Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Notice 1015 (Attachment H).

39. NOTICES

- 39.1 Notices of Meetings and Public Hearings - CONTRACTOR shall provide appropriate levels of staff at all meetings, conciliations, grievance, State and other public hearings as requested by COUNTY. COUNTY will give five (5) business days prior written notice to CONTRACTOR of the need to attend such meetings or public hearings. If the appropriate CONTRACTOR staff is unavailable to attend, CONTRACTOR shall notify COUNTY immediately and COUNTY will attempt to reschedule the meeting. CONTRACTOR may request meetings with COUNTY as needed with three (3) business days advance written notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.
- 39.2 Notice of Problems/Delays - Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party. The other party shall

respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), of confirming corrective action to the satisfaction of the party that originated the notice.

39.3 Delivery of Notices - Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect shall, at the option of the party giving notice, be given by personal delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. All notices pertaining to termination and/or notice to cure shall be sent by certified mail, return receipt requested.

A. Notices to CONTRACTOR - All notices and the envelopes containing same shall be addressed to CONTRACTOR as follows:

Gwen White, Executive Director
Exposition Park Child Care Center
1024 West 38th Street
Los Angeles, California 90037

B. Notices to COUNTY - All notices and envelopes containing same shall be addressed to COUNTY as follows:

Leticia Colchado, Program Director
Child Care Program Section
12820 Crossroads Parkway South, Second Floor
City of Industry, California 91746

C. Change of Address - Either party can designate a new address by giving written notice to the other party.

D. Suspension or Termination Notices - In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

E. Verbal Contract Discussions - The Contract Manager, or alternate designated in writing to act in CONTRACTOR's behalf, shall respond to CCA or alternate verbal inquiries within twenty-four (24) hours, excluding weekends and holidays.

39.4 Notification of Violations

CONTRACTOR shall report to COUNTY in writing, any Type A and/or Type B violation report(s) issued by Community Care Licensing Division (CCLD), within five (5) business days of receipt of the violation report(s) issued by CCLD and a plan of action to correct the violation(s) for each child care facility operated by CONTRACTOR via this Contract. A plan of action to correct identified violation(s) is due to COUNTY within ten (10) business days of COUNTY's receipt of any Type A and/or Type B violation report(s), with implementation of corrective action to begin within 24 hours.

CONTRACTOR shall provide COUNTY a copy of all Type A violation report(s) issued by CCLD for other child care facilities unrelated to this Contract where the CONTRACTOR is named as the Licensee or in which CONTRACTOR has a financial interest.

39.5 Notification to the Chief Executive Office of Child Care (CEO)

County shall notify the CEO's Office of Child Care of any concerns that may arise related to the Exposition Park Child Care Center.

40. OWNERSHIP OF EQUIPMENT

COUNTY shall be the sole owner of any equipment purchased under this Contract by COUNTY with COUNTY/State appropriated funds which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract. Upon termination of the Contract, said equipment shall be transferred to COUNTY.

41. PERFORMANCE REQUIREMENTS

If CONTRACTOR fails to meet the Contract requirements as specified in Technical Exhibit 6.0, Performance Requirements Summary (PRS) hereunder, COUNTY may take actions specified in the PRS for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action to cure contract discrepancies within the time frames stated in the PRS may result in the COUNTY applying the provisions of Section V Paragraph 53, TERMINATION FOR DEFAULT OF CONTRACTOR. This Paragraph 41 shall not in any manner restrict or limit COUNTY's right to terminate this Contract for convenience per Section V, Paragraph 52.

42. PERMITS AND LICENSES

CONTRACTOR shall obtain all the necessary licenses and permits necessary for the performance of this Contract prior to its implementation.

43. PROPRIETARY RIGHTS

COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports, computer tapes and programs, and deliverables which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract and paid for with funds from this Contract.

44. RECORD RETENTION AND INSPECTION

44.1 CONTRACTOR shall allow COUNTY or Auditor-Controller (A-C) or their designee, State and federal representatives or any duly authorized representative access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract during normal business hours. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be retained by CONTRACTOR for a period of five (5) years after the term of this Contract. In case of a dispute, the disputed records shall be retained until the dispute is resolved even though the five (5) year record retention period has been exceeded.

44.2 COUNTY hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records and business conducted by CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of CONTRACTOR's invoices for services provided can be confirmed. COUNTY shall, except in case of emergency, give 48 hours written notice.

45. RECYCLED BOND PAPER

Consistent with the Board of Supervisor's policy to reduce the amount of waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible during the term of the Contract.

46. REMOVAL OF PERSONNEL

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. Any CONTRACTOR employee/worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

47. RULES AND REGULATIONS

- 47.1 During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. COUNTY shall provide CONTRACTOR with said rules and regulations and it is the responsibility of CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.
- 47.2 CONTRACTOR shall remove and replace any of its employees from the provision of services hereunder within forty-eight (48) hours of receipt of written notice from the Director that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

48. SAFELY SURRENDERED BABY LAW

- 48.1 CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Department of Public Social Services will supply the CONTRACTOR with the poster to be used.
- 48.2 CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment G of this Contract and is available on the Internet at: www.babysafela.org for printing purposes.

49. SHRED DOCUMENTS

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institutions Code sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with paragraph 44, of this Contract, are to be maintained for a period of five (5) years.

50. SUBCONTRACTING

- 50.1 No performance of duties and obligations under this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of the DPSS Director.
- 50.2 Approval of any subcontract of duties and obligations hereunder shall be at the discretion of the Director, or designee, and shall be issued or denied within fifteen (15) business days of receipt of CONTRACTOR's written request.
- 50.3 Said Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind COUNTY. The making of subcontracts hereunder shall not relieve CONTRACTOR of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Unless specifically approved in writing, approval of the provisions of any subcontract by COUNTY shall not be construed to constitute a determination of the allowability of any cost pursuant to this Contract. CONTRACTOR's request for approval to enter into a subcontract shall include:
 - A. Description of the services to be provided by the subcontract.
 - B. Identification of the proposed Subcontractor or an explanation of why and how the proposed Subcontractor was selected, including the degree of competition obtained.
 - C. The proposed subcontract amount, together with CONTRACTOR's cost or price analysis thereof.
 - D. A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by COUNTY before such modification or amendment is effective.
- 50.4 In the event that consent is given, any subcontract of duties and obligations hereunder entered into by the CONTRACTOR shall be subject to the requirements of the California Department of Social Services MPP Section 23-604, Contract Provisions, which shall apply to contracts and to subcontracts of any tier under such contracts. When CDSS provides COUNTY notices of changes in State regulations, COUNTY will provide same to CONTRACTOR.

50.5 Anyone, including Subcontractor, having access to applicant/participant data at any stage of the Contract must abide by COUNTY's participant confidentiality requirements. This shall include all CalWORKs child care stages.

50.6 In the event COUNTY should consent to the subcontracting of duties and obligations hereunder, CONTRACTOR shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 15 "CONTRACTOR's WARRANTY OF ADHERENCE TO COUNTY's CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be the grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Paragraph 53, "TERMINATION FOR DEFAULT OF CONTRACTOR" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

52. TERMINATION FOR CONVENIENCE OF COUNTY

52.1 Performance of services under this Contract may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) calendar day prior written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

52.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

- A. Immediately stop services, to the extent specified in the Notice of Termination; and
- B. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

- 52.3 Upon termination of this Contract, CONTRACTOR shall deliver to DPSS all reports, computer software programs and COUNTY equipment within ten (10) business days after effective date of termination of this Contract. COUNTY shall acknowledge in writing receipt of all items described in this paragraph, and CONTRACTOR shall be released thereby from any responsibility for the items returned. Such returned items shall not be subject to the record retention requirements of this Contract.
- 52.4 In the event of termination of this Contract, CONTRACTOR shall comply with the provisions of Record Retention and Inspection, Section 44.

53. TERMINATION FOR DEFAULT OF CONTRACTOR

- 53.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:
- A. CONTRACTOR materially breached this Contract, or
 - B. If CONTRACTOR fails to perform the service within the time specified, or with prior COUNTY approval, any extension thereof, or
 - C. If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period often ten business days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
- 53.2 If, after giving Notice of Termination of this Contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Termination for Convenience of COUNTY, Section 52, Paragraph 52.2. In such case, CONTRACTOR shall adhere to the termination provisions of Section V, Paragraph 52 herein above. Agreement to the provisions of this Section V shall in no way constitute a waiver by COUNTY of any of its rights and remedies.

54. TERMINATION FOR IMPROPER CONSIDERATION

- 54.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or

given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

54.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

54.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

55. TIMELY COMPLETION

Time is of the essence in this CONTRACTOR's performance.

56. USE OF COUNTY PREMISES

CONTRACTOR shall use COUNTY space and services as follows:

56.1 PURPOSE OF SCOPE OF UTILIZATION - Under this Contract, CONTRACTOR shall utilize COUNTY premises designed as employee-based child care centers as set forth in, Attachment A, Statement of Work, hereunder. It is expressly understood that this Contract does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

56.2 OPERATIONAL SPACE AND RESPONSIBILITIES

CONTRACTOR shall:

- A. Keep the area occupied in a clean and sanitary manner.
- B. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all property belonging to CONTRACTOR that is installed or placed within the areas occupied.
- C. Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR's activities on the premises.

- D. Upon termination or expiration of the Contract, restore the area occupied to the conditions that existed prior to the commencement of the activities authorized by the Contract, other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.
- E. Permit COUNTY representatives hereinafter designated in the Statement of Work to enter the area occupied at any time for the purpose of determining whether CONTRACTOR's activities are being conducted in compliance with the terms of the Contract, or for any other purpose incidental to the performance of the duties required by COUNTY.
- F. Make no alterations or improvements to the premises furnished for the conduct of the authorized activities without COUNTY's written approval, other than for placement therein of personal property required for the conduct of said activities.
- G. All personal property furnished by CONTRACTOR, including personal property installed or placed on the premises, shall be removed by CONTRACTOR upon termination of the Contract.

57. VALIDITY

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

58. VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

59. WAIVER

No waiver of any provision of this Contract shall constitute a waiver of any other provision of this Contract. Failure of the parties to enforce at any time, or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be valid unless said waiver is set forth in writing.

60. WARRANTY

CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, and any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By: _____
Philip L. Browning, Director
Department of Public Social Services

Date

By: _____
Gwen White, Executive Director
Center for Community and Family Services

Date

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By: _____
XXXXXXXXXXXXXXXXXX
Senior Deputy County Counsel

ATTACHMENT A
STATEMENT OF WORK
AND
TECHNICAL EXHIBITS

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE

COUNTY HEALTH AND HUMAN SERVICES

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County's mission to enhance lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs,

build on their strengths, and achieve their goals.

- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and

collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and values statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

APPENDIX B STATEMENT OF WORK

1. GENERAL

1.1 Scope of Work

Except for those items listed in Section 3, COUNTY furnished items, hereunder, CONTRACTOR shall provide all personnel, supervision, and other items or services necessary to meet the requirements contained in this Statement of Work. The specific goal is to ensure the implementation and establishment of a high quality child care program meeting, or surpassing, all State of California requirements.

CONTRACTOR agrees to operate a child care center for DPSS, DCFS and DMH employees, as well as CalWORKs children and other children as designated by DPSS to achieve the following goals:

- 1.1.1 Establish and maintain a high-quality child care program consistent with the COUNTY's desired vision, meeting or surpassing all State requirements, and directed toward attaining, within the Contract term, accreditation by the National Association for the Education of Young Children. The child care program and staff are expected to reflect consideration of and sensitivity to, the cultural, racial, and ethnic diversity of the COUNTY's work force, with effective procedures to ensure the health, safety, and security for all persons while they are involved in the Center's program.
- 1.1.2 Establish and maintain such a program funded from:
 - (A) The CONTRACTOR'S own resources;
 - (B) In-kind services provided by COUNTY such as, a rent-free facility, utilities, maintenance of property (inside the facility structure and the grounds of the facility);
 - (C) Fees paid by or on behalf of parents of the children who attend the child care center; and
 - (D) Furnishings, materials, supplies and equipment supplied by the COUNTY.
- 1.1.3 Establish and maintain a child care program with effective policies and procedures to ensure the health, safety, and security of all persons while they are involved in the program.
- 1.1.4 Ensure protection of the personal rights of the children served, with special attention to such rights as set forth in Title 22, California Code of Regulations (CCR), Section 101223, titled: "Personal Rights."

1.2 Key COUNTY Personnel

1.2.1 Key COUNTY Personnel - COUNTY shall designate COUNTY Contract Administrator (CCA) to act as liaison with CONTRACTOR.

- (A) COUNTY Contract Administrator (CCA) - The CCA or alternate has full authority to monitor CONTRACTOR's performance in the daily operation of the Contract, and for ensuring that the technical standards and requirements of the Contract are met.

The CCA will provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.

The CCA is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way whatsoever.

COUNTY will inform CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

- (B) The CCA or alternate designated in writing to act on behalf of the COUNTY, shall respond within twenty-four (24) hours of verbal notice from CONTRACTOR or alternate, excluding weekends and holidays.

1.2.2 Quality Assurance Evaluator (QAE) - The QAE is responsible for the quality monitoring of CONTRACTOR's performance. The QAE may or may not be the same person as the CCA.

1.3 Key CONTRACTOR Personnel

CONTRACTOR shall provide and/or maintain staff to carry out the service plan. At a minimum this includes:

1.3.1 Contract Manager - CONTRACTOR shall provide a Contract Manager who will act as liaison with COUNTY and be responsible for the overall management and coordination of the Contract and the performance of the work. The Contract Manager, or alternate designated in writing to act on CONTRACTOR's behalf, shall respond within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.

The Contract Manager or alternate shall have full authority to act for CONTRACTOR on all Contract matters relating to the daily operations of the Contract. The Contract Manager and any alternate shall be identified in writing prior to Contract start and at

any time thereafter a change of Contract Manager or alternate is made.

CONTRACTOR's Contract Manager is not authorized to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate CONTRACTOR to COUNTY in any way whatsoever.

- 1.3.2 Director – CONTRACTOR shall provide a Director who shall be the overall manager of the Center.

Director shall meet one of the following education and experience requirements:

- (A) At a minimum, an associate of arts degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least two years of teaching experience in a licensed child care center or comparable group child care program, and three semesters or equivalent quarter units in administration or staff relations.
- (B) A bachelor's degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least one year of teaching experience in a licensed child care center or comparable group child care program and administration or staff relations.
- (C) A Child Development Site Supervisor Permit or a Child Development Program Director Permit issued by the California Commission on Teacher Credentialing and three semesters or equivalent quarter units in administration or staff relations.
- (D) At a minimum, 12 semester units in Child Development, Child Family and Community Curriculum, plus 4 years experience.

- 1.3.3 Teachers – CONTRACTOR shall provide teachers who shall meet one of the following requirements:

- (A) At a minimum, successfully completed twelve (12) post-secondary semester or equivalent quarter units in early childhood education or child development at an approved college or university and at least six months of work experience in a licensed child care center or comparable group child care program.

- (B) A Child Development Associate Teacher Permit issued by the California Commission on Teacher Credentialing. Preferred qualifications include a Child Development Teacher or Master Teacher Permits issued by the California Commission on Teacher Credentialing.

1.3.4 Community Care Licensing/Criminal Record Clearance and Child Abuse Index Checks

All staff must comply with Community Care Licensing which requires a California criminal record clearance and child abuse index check of all adults administering or supervising staff, residing in a facility, provides care or supervision to children, or has contact with children, prior to performing any work under this Contract. Fingerprints are submitted to the California Department of Justice, Federal Bureau of Investigation and Child Abuse Central Index.

1.3.5 Staffing – Children Ratios

- (A) Staffing – Provide and/or maintain the following staff pattern to carry out the service plan as defined and in compliance with CCR, Title 22, Section 101216 State Licensing Regulations. At a minimum this includes one of the following for each age range:

(1) **Infant Class (ages 6 weeks-18 months)**

- One (1) teacher for up to four (4) enrolled children.
- Two (2) adult teaching staff for up to five (5) to eight (8) enrolled children.

(2) **Toddler Class (ages 19-36 months)**

- One (1) teacher for up to six (6) enrolled children.
- Two (2) adult teaching staff for up to seven (7) to twelve (12) enrolled children.

(3) **Preschool Class (ages 3-5 years)**

- One (1) teacher for up to twelve (12) enrolled children.
- One (1) fully qualified teacher and one (1) assistant for up to thirteen (13) to eighteen (18) enrolled children. Assistant must have completed 6 units in child development

- Two (2) teachers for up to nineteen (19) to twenty (20) enrolled children.

(B) Contractor shall maintain staffing pattern in compliance with federal and State Labor guidelines.

1.4 Quality Control

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure that the requirements of the Contract are met, and that a consistently high level of services is provided throughout the term of the Contract. The Plan shall be provided to the CCA within thirty (30) calendar days from the Contract start date and at any time changes to the Plan occur. The Plan shall include but not be limited to the following:

- 1.4.1 A monitoring system covering all services included in the Contract, specific activities to be monitored, and the frequency of monitoring;
- 1.4.2 A method of assuring that staff rendering services under the Contract have the necessary qualifications;
- 1.4.3 Monthly monitoring will include, but not be limited to, site visits for observance of staff to ensure employees are providing child care services in accordance with this Statement of Work;
- 1.4.4 A record of all monitoring conducted by CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to COUNTY upon request;
- 1.4.5 Samples of forms to be used in monitoring; and
- 1.4.6 Maintain a system to assure continuation of all required licenses and permits. When a Community Care Licensing Analyst provides a notice of deficiency to the licensee, as provided for in CCR, Title 22, Section 101193, titled "Deficiencies in Compliance," the CONTRACTOR shall immediately notify the CCA within one (1) business day upon receiving the deficiency notice and provide him/her with any follow-up reports as requested.

1.5 Quality Assurance

COUNTY or its agent shall monitor CONTRACTOR's performance under the Contract using the quality assurance procedures specified in the Performance Requirements Summary, or any other such procedures as defined in the Contract.

- 1.5.1 Government Observations – The Administration of Children and Families and California Department of Education may observe performance activities, documents and products defined in Section 1.6 below; however, these personnel may not unreasonably interfere with CONTRACTOR’S performance.

Other federal, State and/or COUNTY personnel approved by COUNTY may observe performance activities, documents and products under the Contract at any time during hours of operation as defined in Section 1.6 below. However, these personnel may not unreasonably interfere with CONTRACTOR’s performance.

- 1.5.2 COUNTY or its agent will evaluate CONTRACTOR’S performance under the CONTRACT on not less than a quarterly basis. Such evaluation will include assessing CONTRACTOR’S compliance with all Contract terms and performance standards.

- 1.5.3 The CCA and/or QAE and CONTRACTOR will make every effort to resolve minor discrepancies during the monitoring visits.

- 1.5.4 Monitoring Hours - CONTRACTOR shall be available for monitoring activities Monday through Friday 8:00 a.m. to 5:00 p.m. except on COUNTY recognized holidays.

- 1.5.5 Contract Discrepancy Reports - In the event of a more serious discrepancy, where the assessment of infraction penalty points exceeds the 150 point limit allowed in the Performance Requirements Summary, the CCA and/or QAE will issue a Contract Discrepancy Report (CDR) to the Contract Manager. The Contract Manager shall respond in writing to the CDR within ten (10) business days from the date of receipt.

(A) If CONTRACTOR agrees with the finding in the CDR, CONTRACTOR shall respond with a Corrective Action Plan, including a statement that CONTRACTOR agrees with the finding, its action to resolve the specific finding, and its future action to monitor its performance to prevent a repetition of the problem. If this Corrective Action Plan is acceptable to COUNTY, or a mutually agreed upon revision is acceptable to COUNTY, the discrepancy shall be considered resolved.

(B) If CONTRACTOR does not agree with the finding in the CDR, CONTRACTOR shall respond with a Request for Dispute Resolution, including a statement that CONTRACTOR does not agree with the finding, its reasons for not agreeing with the finding, and any action it proposes that CONTRACTOR and/or COUNTY take to resolve the dispute.

- (C) In response to a Request for Dispute Resolution, the Contract Manager and CCA will meet within five (5) business days to discuss the problem. Minutes of the meeting shall be prepared by the CCA. The Contract Manager shall either sign the minutes within five (5) business days of presentation of the minutes, or present CONTRACTOR's version of the minutes to the CCA. The Contract Manager and CCA shall make every effort to resolve the dispute. If they find a resolution, they shall put the resolution down in writing in the minutes and both sign the minutes.
- (D) If the CCA and Contract Manager do not resolve the dispute, the dispute shall be referred to a higher level. Agency Senior Executive and DPSS Director or designee shall meet within ten (10) business days to resolve the dispute (or later, if by mutual agreement).
- (E) The decision of the DPSS Director shall be final.
- (F) Any CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, shall be reported to the Board of Supervisors.
- (G) If the dispute is not eventually resolved to the COUNTY's satisfaction, COUNTY may terminate the Contract or impose other actions as specified in the Contract, in which event CONTRACTOR's rights and remedies under law are preserved, including a claim of breach of Contract.

1.6 Hours of Operation

- 1.6.1 Public Access Hours – The Exposition Park Child Care Center shall be open from 6:45 a.m. to 6:45 p.m., Monday through Friday, except for COUNTY recognized holidays, to meet the needs of COUNTY employees and other parents utilizing the Center.
- 1.6.2 CONTRACTOR shall notify parents in writing whenever the Center will be closed due to any County-recognized holidays. CONTRACTOR shall provide this notification ten working days prior to the closure.
- 1.6.3 COUNTY Contact Hours - Contract Manager or alternate shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to inquiries from the CCA or alternate, except on COUNTY recognized holidays. The CCA shall provide lists of COUNTY holidays when the Contract is approved and at the beginning of each calendar year during the term of the Contract.

2. DEFINITIONS

- 2.1 Acceptable Quality Level – Indicates the maximum allowable degree of deviation from perfect performance or Acceptable quality Level (AQL) for each required service.
- 2.2 California Code of Regulations (CCR), Title 22 - Citing references in the State Manual of Policies and Procedures for Child Care Centers with which CONTRACTOR shall comply.
- 2.3 Contract Discrepancy Report (CDR) - A report or letter used by the Quality Assurance Evaluator to record Agreement information regarding discrepancies or problems with CONTRACTOR's performance.
- 2.4 COUNTY Contract Administrator (CCA) - The person who administers the Contract for COUNTY on a daily basis.
- 2.5 Contract Manager - The individual designated by CONTRACTOR to administer the Contract operation after the Contract is approved.
- 2.6 COUNTY - County of Los Angeles and with whom Contractor will be doing business.
- 2.7 Fiscal Year (FY) - Fiscal Year which commences on July 1 and ends the following June 30.
- 2.8 Performance Indicators - Characteristics which can be identified objectively to establish the performance of activities and services to the required standards.
- 2.9.1.1 Performance Requirements Summary (PRS) - Identifies the key performance indicators of the Contract that will be evaluated by COUNTY to assure Contract performance standards are met by CONTRACTOR.
- 2.9.1.2 Planned Events - Planned events may include but are not limited to: graduation ceremonies, holiday celebrations, summer programs and field trips.
- 2.9.2 Quality Assurance - Those actions taken by COUNTY to monitor services listed on the Performance Requirements Summary to determine that they meet the requirements specified in the Statement of Work.
- 2.10 Quality Assurance Monitoring Plan (QAMP) - A written document used for monitoring quality assurance performance as referenced in Section 1.5.
- 2.11 Quality Assurance Evaluator (QAE) - The COUNTY staff responsible for monitoring CONTRACTOR's performance in rendering services to children of DPSS, DCFS and DMH employees.

- 2.12 Quality Control Program -Those actions taken by CONTRACTOR to ensure the delivery of service meets all requirements specified in the Statement of Work, as referenced in Section 1.4.
- 2.13 Standard - The acceptable level of performance set by COUNTY for performing a service or activity.
- 2.14 Statement of Work - The requirements for provision of a child care facility for employees of the County.
- 2.15 Work Days - For purposes of the Contract, work days shall be defined as Monday through Friday.

3. COUNTY FURNISHED ITEMS

3.1 Equipment and Space

3.1.1 COUNTY will provide and designate a rent-free child care facility located at 1024 West 38th Street, Los Angeles, California 90037 as site for CONTRACTOR to use in providing required child care services for eligible children and families and training and release time opportunities for teaching staff.

3.1.2 The Exposition Park Child Care Center consists of a two-story 10,195 square-foot structure with 5,636 square feet of indoor space, and a play yard of 4,559 square-feet.

Center structure is a concrete block building designed to meet all building codes and license requirements to serve as a child care center. Center is fully air-conditioned, heated and equipped with fire sprinklers, fire extinguishers, motion detectors, and security alarm systems and barrier-free accessibility.

Center contains a residential kitchen, pantry, reception area, staff lounge, laundry room, an office, and sufficient number of age appropriate toilets and lavatories for children that meet the requirements of California Code of Regulations (CCR), Title 22, Section 101238 and an adult/isolation toilet accessible to persons with disabilities. (The indoor area provides distinct areas for different ages and/or activity groups.)

The space available for the outdoor activities meets the 75-square-foot-per-child requirement of the State. Center is landscaped with soft surface play areas complete with climbing apparatus and hard surfaces for wheeled toys.

3.1.3 County may provide parking spaces for parent drop-off/pick-up and for the Center's staff, if feasible and as space permits.

- 3.1.4 COUNTY will provide private offices for use by CONTRACTOR's staff in working with children and parents. In the event COUNTY wishes to relocate classrooms or office space, COUNTY-designated representative shall consult with the designated representative of CONTRACTOR prior to the move to assure that the proposed new location meets CONTRACTOR's standard and conditions and that all program support systems, such as, but not limited to, food and transportation, remain effective and cost efficient.
- 3.1.5 COUNTY will provide the following appliances for the Center: (1) dishwasher, (1) electric range, (2) microwave ovens, (1) refrigerator, (1) washer, and (1) electric dryer.
- 3.1.6 COUNTY will provide use of space and (1) fully furnished Center, rent and utility-free.
- 3.1.7 COUNTY will provide CONTRACTOR all ongoing supplies and replenishable items for the Exposition Park Child Care Center (e.g., crayons, paints, glue, and other supplies) not to exceed \$10,000 per Fiscal Year through the term of the contract.
- 3.1.8 COUNTY will conduct annual outreach activities via flyer distribution and employee interest surveys to COUNTY employees to maintain sufficient child enrollment at center.

3.2 Maintenance, Repair, Replacement of COUNTY Provided Items

- 3.2.1 COUNTY will provide maintenance, repair and/or replacement due to normal wear and tear, of COUNTY-provided equipment. CONTRACTOR shall be responsible for repair and replacement costs of equipment due to CONTRACTOR staff abuse or carelessness.
- 3.2.2 COUNTY will have responsibility for repair or replacement of telephones and/or lines at COUNTY facilities due to theft or damage.
- 3.2.3 COUNTY will provide daily maintenance and upkeep services to child care facilities. Services include the following: dusting, emptying wastebaskets, cleaning and washing lunchroom tabletops, counters and cabinets, cleaning rest rooms, and vacuuming traffic areas. COUNTY will provide quarterly maintenance of removal of fingerprints and smudges from walls, cleaning furniture, and remove spots from furniture, walls and carpets.

3.3 Materials and Supplies

COUNTY will provide the following:

3.3.1 A list of COUNTY-observed holidays.

3.3.2 A supply of Civil Rights complaint forms, PA 607, for use by parents utilizing the child care center in reporting civil rights complaints.

3.3.3 COUNTY will provide all mandated pamphlets and posters.

3.4 Telephone Installation and Billing

3.4.1 COUNTY will be responsible for payment of telephone installation and monthly telephone fees for the use by Center's staff for child care business **only**. CONTRACTOR shall be responsible for fees due to misuse, unauthorized long distance calls, personal calls, toll calls, etc.

3.5 General

3.5.1 COUNTY will conduct outreach activities to COUNTY employees to encourage child enrollment at center.

4. CONTRACTOR FURNISHED ITEMS

4.1 General - CONTRACTOR shall furnish necessary personnel, and training to perform all services required by this Statement of Work.

4.2 Materials - CONTRACTOR will ensure that Equal Employment Opportunity notices and State-approved civil rights poster, "Equal Under The Law," are posted in all CONTRACTOR facilities, where they are easily accessible to CONTRACTOR's employees and parent-users of the facility. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

4.3 Equipment, Supplies and Security - CONTRACTOR shall report to the CCA immediately after discovery, the loss or theft of COUNTY-provided equipment. For stolen equipment, CONTRACTOR shall contact the on-site Building Manager.

5. SPECIFIC TASKS

In the delivery of child care services, CONTRACTOR agrees to the following:

5.1 Center Capacity and Enrollment Criteria

The children for whom CONTRACTOR's child care services are provided under the Contract must be COUNTY employees, CalWORKs participants, and other children as determined by COUNTY.

5.1.1 Provide child care services to a maximum of 54 children at the Exposition Child Care Center.

- Infants/Toddlers - 15
- Preschoolers - 39

5.1.2 Ensure priorities for enrollment be in keeping with federal requirements including:

- Health Manual
- Child Abuse and Neglect Manual

5.1.3 Develop, implement and maintain admission procedures in compliance with CCR, Title 22, Section 101419.2 including, but not limited to, a mutually agreed upon individualized plan of infant's needs and services prior to each infant's first day at the Center, with a copy of such plan provided to the parent/guardian.

5.2 Direct Child Care Services

CONTRACTOR shall carry out the following direct service activities:

5.2.1 Develop an education program that includes appropriate curriculum and developmental tools that supports the growth of children's social competence and school readiness.

5.2.2 Provide information on social services that provide opportunities for parents to have access to community services and resources to support family goal setting.

5.2.3 Provide opportunities for parents to be involved in their child's development and education.

5.2.4 Provide meal service (snacks and lunches), and provide for the safety and sanitation of food delivery in accordance with CCR, Title 22, Section 101227.

5.2.5 Provide services that include working collaboratively with parents to identify mental health needs of the child through observations and documentation and assisting parents to secure professional mental health services.

- 5.2.6 Provide health screenings for developmental, sensory and behavioral concerns to determine if health referrals are necessary in accordance with CCR, Title 22, Section 101226.3.
- 5.2.7 Provide adequate space and cots for each child under 5 years of age in accordance with the CCR, Title 22, Section 101230 State Licensing Regulations.
- 5.2.8 Administer prescription and non-prescription medications to children with appropriately signed parental authorization, and in accordance with CCR, Title 22, Section 101226, "Health Related Services."
- 5.2.9 Provide no water activities, which fall within the restrictions of CCR, Title 22, Section 101216.6, "Staffing for Water Activities."
- 5.2.10 Ensure protection of the personal rights of the children served, with special attention to such rights as set forth in CCR, Title 22, California Code of Regulations (CCR), Section 101223, titled: "Personal Rights."
- 5.2.11 Develop a "Disaster and Mass Casualty Plan" as required in CCR, Title 22, Section 101174, to provide staff and children with instruction on fire safety and their duties and responsibilities in the event of an emergency. The plan must identify procedures for safe exiting, transportation, and supervision of children during an evacuation or relocation to predetermined sites equipped to temporarily care for children.
- 5.2.12 Provide a system to receive and release the children while guaranteeing their safety and security.
- 5.2.13 Comply with federal and State regulations with respect to serving children with disabilities.

5.3. Reports

- 5.3.1 Management Reports - CONTRACTOR shall submit a Monthly Management Report to the CCA by the fifteenth (15th) calendar day of the month following the month of service. The report shall include the following:
 - (A) New ideas, recommendations, questions, comments, or concerns CONTRACTOR may have regarding provision of services under the Contract.
 - (B) Number of children attending the Center, number of children who have left the Center and number of new children enrolled during the report month.

(C) A description of conflicts and resolutions.

(D) A short summary of any staff training that occurred during the month.

5.3.2 CONTRACTOR shall respond within 24 hours to COUNTY's verbal inquiries. CCA and Contract Manager shall agree to a due date when written responses to inquiries are needed.

5.4 Contractor Staff Training

5.4.1 CONTRACTOR shall ensure that all staff are properly trained and meet, at a minimum, all California Department of Social Services licensing and permit requirements.

5.4.2 CONTRACTOR shall train staff, including aides, through ongoing, in-service training programs to attain a maximum of professionalism in the delivery of child care services. This should include:

A. Training/technical assistance/orientation of staff.

B. Education site visits/observation, feedback, and support for teaching staff.

5.5 Record Keeping

5.5.1 CONTRACTOR shall retain records to ensure all requirements of CCR, Title 22, Section 101221 are fulfilled. CONTRACTOR shall maintain a parent/emergency contact list of names and telephone numbers for each child. The list is to include multiple contacts with the family or extended family and all available medical or other emergency contact information.

5.5.2 CONTRACTOR shall retain file of signed parental authorization forms allowing CONTRACTOR to administer prescription and non-prescription medicine to children.

5.6 Planned Events

5.6.1 CONTRACTOR shall notify COUNTY in writing of any planned event at least thirty (30) workdays in advance of planned event or as soon as CONTRACTOR becomes aware of an event.

5.6.2 CONTRACTOR shall obtain COUNTY approval prior to distribution of all flyers, invitations, letters and/or correspondence of an event, and provide COUNTY with a list of invitees to an event.

**APPENDIX B
STATEMENT OF WORK
TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

1.0 Introduction

The PRS chart, attached hereto, displays the services that will be monitored by the COUNTY during the term of the agreement.

All listings of “Required Service” or “Standard” used in this PRS are intended to be consistent with the main body of the Contract and the Statement of Work (Appendix B), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that specifically defined in the main body of the Contract and Statement of Work. In any case of inconsistency between “Required Service” or “Standards” as stated in the main body of the Contract, Statement of Work and this PRS, if any, the meaning in the main body and Statement of Work will prevail. If any “Required Service” or “Standard” seems to be created in this PRS which is not set forth in the main body of the Contract or Statement of Work, such “Required Service” or “Standard” will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of any Unsatisfactory Performance Indicator (UPI) points.

It is CONTRACTOR’s responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

2.0 Performance Requirements Summary Chart

The PRS chart:

- 2.1 Provides the Section or Paragraph where referenced (Column 1 of chart).
- 2.2 Defines the Standard or performance for each required service (Column 2 of chart).
- 2.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before UPI points are assessed.
- 2.4 Indicates the number of points attached to each occurrence of UPI performance (Column 4 of chart).

3.0 Quality Assurance

Each review period, the CONTRACTOR’s performance will be compared to the Agreement’s Standards and AQL’s using the Quality Assurance Monitoring Plan (QAMP).

COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are:

- 3.1 Random sampling;
- 3.2 100% inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance;
- 3.3 Review of reports and files maintained by the CONTRACTOR;
- 3.4 On-site evaluations and monitoring; and
- 3.5 Evaluation of complaints.

4.0 Contract Discrepancy Report (CDR)

Performance of a required service is considered acceptable when the percent of discrepancies found during monitoring does not exceed the percent of discrepancies allowed by the AQL. When the performance is unacceptable, CONTRACTOR shall be required to respond within ten (10) business days, to a Contract Discrepancy Report (CDR) (Technical Exhibit 2). The CDR will require CONTRACTOR to explain in writing the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The County Contract Administrator (CCA) will evaluate CONTRACTOR's explanation and determine if the corrective action is appropriate.

5.0 Criteria for Acceptable or Unacceptable Performance

For services reviewed by sampling, the AQL sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sampling period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

- 5.1 Lot size - The total number of units or services provided in a given period of time.
- 5.2 Sample Size - The number of units to be checked in a given time period.

6.0 Remedy of Defects

Regardless of findings of unsatisfactory service and assessment of UPI points, CONTRACTOR must, within a reasonable time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as

deemed necessary by the CCA, perform such services again at an acceptable level.

7.0 Unsatisfactory Performance Remedies

When CONTRACTOR's performance does not conform to the requirements of the Contract, COUNTY will have the option to apply the following nonperformance remedies:

- 7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reason for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 7.2 COUNTY shall issue a CDR to the CONTRACTOR when the UPI point total exceeds 150 points for all factors during any one month during the term of the Contract.
- 7.3 COUNTY shall issue a CDR to the CONTRACTOR and a notice to the Chief, CalWORKs Division, DPSS, when the UPI point total exceeds 300 points total for all factors during any one month during the term of the Contract.
- 7.4 COUNTY shall issue a CDR to the CONTRACTOR and a notice to the Director, DPSS, when the UPI point total exceeds 450 points for all factors during any one month during the term of the Contract or a second notice to the Chief, CalWORKs Division, DPSS, was warranted pursuant to Section 6.7.3 above.
- 7.5 COUNTY shall issue a Notice to Cure and a notice to the Board of Supervisors when the UPI point total exceeds 600 points for all factors during any one month during the term of the Contract or a second notice to the Director, DPSS, was warranted pursuant to Section 7.4 above. COUNTY and CONTRACTOR shall follow the steps below to resolve the Notice to Cure.
 - 7.5.1 COUNTY will, in all cases, provide a thirty (30) business day written Notice to Cure.
 - 7.5.2 COUNTY and CONTRACTOR shall meet and confer, within three (3) business days of CONTRACTOR's receipt of Notice to Cure.
 - 7.5.3 Within five (5) business days of the meet and confer, CONTRACTOR shall produce a plan of correction, specifying the action to be taken to cure and the time within said action will be completed. Such actions must be completed within a reasonable time as determined by the COUNTY.

- 7.5.4 COUNTY shall respond to the plan within three (3) business days of receipt thereof. If COUNTY disagrees with plan of correction provided by CONTRACTOR, it shall be revised and a revised plan shall be submitted to the COUNTY in five (5) business days. This Section does not preclude COUNTY'S right to terminate the Contract.
- 7.5.5 COUNTY may reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
- 7.5.6 COUNTY may have the failed service performed by others at CONTRACTOR's expense. Failure of CONTRACTOR to comply with or satisfy the requests(s) for improvement of performance or to perform the neglected work specified within ten (10) work days shall constitute authorization for COUNTY to have the service(s) performed by others.

PERFORMANCE REQUIREMENTS
SUMMARY CHART

| REFERENCE | SERVICE STANDARD | ACCEPTABLE QUALITY LEVEL (AQL) | MONITORING METHODS | MONTHLY UNSATISFACTORY INDICATOR POINTS FOR EXCEEDING THE AQL |
|--|---|--------------------------------|---|---|
| Attachment A, Scope of Work Section 1.1 | CONTRACTOR complies with the Scope of Work outlined in paragraph 1.1 | 1 per month | On site review/observation of child care curriculum, policies and procedures. | 10 points per each occurrence of a requirement not met. |
| Attachment A, Scope of Work Section 1.1.3 | CONTRACTOR meets all requirements of the Contract, Statement of Work, and Licensing which includes: providing all personnel, implementing and establishing a high quality child care program, operating the center for COUNTY employees, establishing and maintaining a child care program with effective policies and procedures to ensure the health, safety, security and personal rights of all persons in the program. | 1 per month | On site review/observation of child care curriculum, policies and procedures | 10 points per each occurrence of a requirement not met. |
| Attachment A, Key CONTRACTOR Personnel Sections 1.3.1 through 1.3.4 | CONTRACTOR'S staff meet the minimum qualifications as outlined in paragraphs 1.3.1 through 1.3.4. | 1 per month | Quarterly review of personnel files. | 15 points per each occurrence of a requirement not met. |
| Attachment A, Staffing - Children Ratios Section 1.3.5 | CONTRACTOR maintains appropriate staff/child ratios in accordance with CCR, Title 22, Section 101216. | No Deviation | Quarterly observations of staff/child ratios. | 25 points per each occurrence of a requirement not met. |
| Attachment A, Quality Control Section 1.4 | CONTRACTOR establishes and utilizes a comprehensive Quality Control Plan as outlined in paragraph 1.4 which includes: a monitoring system, method of assuring staff have the necessary qualifications and provide the proper child care services in accordance with the Statement of Work, assurance of recording all monitoring and assurance of continuation of all required licenses and permits. | 1 per month | On site review/observation of Quality Control Plan Implementation. | 10 points per each occurrence of a requirement not met. |
| Attachment A, Hours of Operation Section 1.6 Attachment A, Hours of Operation Section 1.6 (Continued) | CONTRACTOR provides child care services between the hours of 6:45 a.m. and 6:45 p.m., Monday through Friday, except for County-recognized holidays. | No Deviation | On-site review/observation of the center. | 10 points per each minute child care services are not provided. |

| REFERENCE | SERVICE STANDARD | ACCEPTABLE QUALITY LEVEL (AQL) | MONITORING METHODS | MONTHLY UNSATISFACTORY INDICATOR POINTS FOR EXCEEDING THE AQL |
|---|--|--------------------------------|---|--|
| Attachment A, Center Capacity and Enrollment Section 5.1 | CONTRACTOR ensures adherence with the center's capacity and enrollment criteria which includes: providing child care services to COUNTY employees and CalWORKs participants, ensuring the appropriate number of children are enrolled, enrollment priorities for federal requirements are met. | 3 per month | Quarterly review of enrollment records. | 5 points per each violation of capacity or enrollment standards. |
| Attachment A, Direct Child Care Services Section 5.2.1 | CONTRACTOR develops an education program that includes appropriate curriculum and developmental tools that support the growth of children's social competence and school readiness. | 1 per month | Annual review of curriculum. | 15 points per each occurrence of a requirement not met. |
| Attachment A, Direct Child Care Services Section 5.2.2 | CONTRACTOR provides information on social services and resources to support family goal setting. | 10 per year | Annual parent satisfaction survey to determine if the appropriate resources are provided. | 5 points per each occurrence of a requirement not met. |
| Attachment A, Direct Child Care Services Section 5.2.3 | CONTRACTOR provides opportunities for parents' involvement in their child's development and education. | 10 per year | Annual parent satisfaction survey to determine if opportunities are provided. | 5 points per each occurrence of a requirement not met. |
| Attachment A, Direct Child Care Services Section 5.2.4 | CONTRACTOR provides meal service (snacks and lunches) and ensures the safety and sanitation of food delivery in accordance with CCR, Title 22, Section 101227. | No Deviation | Quarterly review of lunch and snack menus. Quarterly review of Department of Public Health reports. | 15 points per occurrence of requirement not met. |
| Attachment A, Direct Child Care Services Section 5.2.5 | CONTRACTOR provides services that include working collaboratively with parents to identify through observations and documentation mental health needs of the child and assists parents to secure professional mental health services, as needed. | 1 per month | Quarterly review of screening and observation reports. | 5 points per each occurrence of a requirement not met. |
| | | | | |

| REFERENCE | SERVICE STANDARD | ACCEPTABLE QUALITY LEVEL (AQL) | MONITORING METHODS | MONTHLY UNSATISFACTORY INDICATOR POINTS FOR EXCEEDING THE AQL |
|--|--|--------------------------------|---|---|
| Attachment A, Direct Child Care Services Section 5.2.6 | CONTRACTOR provides health care screenings for developmental, sensory, and behavioral concerns to determine if health referrals are necessary, in accordance with CCR, Title 22, Section 101226.3. | 1 per month | Quarterly review of screening and observation reports. | 10 points per each occurrence of a requirement not met. |
| Attachment A, Direct Child Care Services Section 5.2.7 | CONTRACTOR provides adequate space and cots for each child under 5 years of age in accordance with CCR, Title 22, Section 101230. | 1 per month | Quarterly observations. | 10 points per each occurrence of a requirement not met. |
| Attachment A, Direct Child Care Services Section 5.2.8 | CONTRACTOR ensures signed parent authorizations are on file prior to administering medication in accordance with CCR, Title 22, Section 101226. | No Deviation | Quarterly random sampling, average of total enrollment. | 10 points per each occurrence of a requirement not met. |
| Attachment A, Direct Child Care Services Section 5.2.9 | CONTRACTOR ensures that no water activities are provided which fall within the restrictions of CCR, Title 22, Section 101216.6. | No Deviation | Quarterly observations. | 25 points per each occurrence of a requirement not met. |
| Attachment A, Direct Child Care Services Section 5.2.10 | CONTRACTOR ensures the protection of children's personal rights as set forth in CCR, Title 22, Section 101223, Personal Rights. | No Deviation | Quarterly observations. | 15 points per each occurrence of a requirement not met. |
| Attachment A, Direct Child Care Services Section 5.2.11 | CONTRACTOR develops a Disaster and Mass Casualty Plan in accordance with CCR, Title 22, Section 101174. | No Deviation | Annual review of Disaster and Mass Casualty Plan. | 10 points per each occurrence of a requirement not met. |
| Attachment A, Direct Child Care Services Section 5.2.12 | CONTRACTOR provides a system for receiving and releasing children while guaranteeing their safety and security. | No Deviation | Quarterly observation. | 10 points per each occurrence of a requirement not met. |
| Attachment A, Direct Child Care Services Section 5.2.13 | CONTRACTOR complies with federal and State regulations for serving children with disabilities. | No Deviation | Quarterly observation. | 25 points per each occurrence of a requirement not met. |

| | | | | |
|--|---|---------------|---|---|
| Attachment A, Reports Section 5.3 | CONTRACTOR submits the Monthly Management Report (MMR) by the 15 th calendar day of the month following the service month. | 1 per month | Monthly review of MMR | 5 points per each occurrence of a requirement not met. |
| Attachment A, Contractor Staff Training Section 5.4 | CONTRACTOR provides appropriate staff training and ensures all staff meet all California Department of Social Services licensing and permit requirements. | 1 per quarter | Quarterly review of staff records. | 10 points per each occurrence of a requirement not met. |
| Attachment A, Record Keeping Section 5.5 Attachment A, Record Keeping Section 5.5 (continued) | CONTRACTOR retains records, including a file of signed parental authorization forms allowing CONTRACTOR to administer prescription and non-prescription medicine to children, to ensure compliance with CCR, Title 22, Section 101221. | No Deviation | Quarterly review of staff and children records. | 25 points per each occurrence of a requirement not met. |
| Attachment A, Planned Events Section 5.6 Attachment A, Planned Events Section 5.6 (Continued) | CONTRACTOR notifies COUNTY in writing of planned events at least thirty (30) work days prior to the planned event or as soon as CONTRACTOR becomes aware of an event; obtains COUNTY approval prior to distribution of all flyers, invitations, letters and/or correspondence related to an event; and provides COUNTY with a list of invitees to an event. | 1 per month | Quarterly observation. | 5 points per each occurrence of a requirement not met. |

TECHNICAL EXHIBIT 6.9
CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT (SAMPLE)

TO: _____, of: _____ Agency

From: _____, DPSS

DISCREPANCY PROBLEM:

Signature of CCA: _____ **Report Date:** ____/____/____ **To Return By:** ____/____/____

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Agency Contract Manager: _____ **Response Date:** ____/____/____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: Acceptable (Y OR N):

If not acceptable, reason:

Signature of CCA: _____ **Review Date:** ____/____/____ **To Return By:** ____/____/____

CONTRACTOR FOLLOW-UP ACTION:

Signature of Agency Contract Manager: _____ **Response Date:** ____/____/____

(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)

ATTACHMENT B

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Gwen White, Executive Director
 Typed Name and Title of Signer

 Signature

 Date

ATTACHMENT C

**CONTRACTOR'S EQUAL
EMPLOYMENT OPPORTUNITY CERTIFICATION (EEO)**

CONTRACTOR'S EEO CERTIFICATION

Contractor Name Center for Community and Family Services
Exposition Park Child Care Center
 Address 1024 West 38th Street
Los Angeles California 90037

Internal Revenue Service Employer Identification Number _____

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title Gwen White, Executive Director

Authorized Official's Signature _____

Date _____

**ATTACHMENT D
CONTRACTOR'S NONDISCRIMINATION
IN SERVICES CERTIFICATION**

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATIONCenter for Community and Family Services

Contractor Name

1024 West 38th Street, Los Angeles, California 90037

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION**(circle one)**

- | | | |
|--|-----|----|
| 1. The Contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. The Contractor periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the Contractor has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Gwen White, Executive Director

Name and Title of Signer

SignatureDate

ATTACHMENT E

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.*

_____ **(Initial and date)**

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by _____ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between and the County of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

California Work Opportunity and Responsibility for Kids (CalWORKs)
Los Angeles County General Relief Program (GR)
California Medi-Cal Program (Medi-Cal)
Food Stamps Program (FS)
Social Services to Adults, Children, and Families
Supervision of Children Placed in Foster Care
Cuban/Haitian Entrant Program (CHEP)
Refugee Resettlement Program (RRP)
Special Circumstances (SC)
Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the County will screen contractor employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Working Title: _____

Original: Contractor
Copy: Contract Employee

ATTACHMENT F
PARENT FEE SCHEDULE

USER-PARENT FEE SCHEDULE
Center for Community and Family Services
Exposition Park Child Care Center

The monthly fees have been mutually agreed to by CONTRACTOR and COUNTY and are to remain in effect for the term of the contract. DPSS and parents will be given a thirty-day notice prior to any scheduled fee increase. Fees subject to yearly increase.

The user-parent is responsible for total payment of fees. COUNTY bears no responsibility or liability for the payment of these fees.

| <u>Category</u> | <u>Year 1</u> | <u>Year Two</u> | <u>Year Three</u> | <u>Year Four</u> | <u>Year Five</u> |
|-----------------|---------------|-----------------|-------------------|------------------|------------------|
|-----------------|---------------|-----------------|-------------------|------------------|------------------|

Infants -

Toddlers -

Preschoolers -

ATTACHMENT G

SAFELY SURRENDERED BABY FACT SHEET

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

**ATTACHMENT H
INTERNAL REVENUE SERVICE
NOTICE 1015**



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2005)
Cat. No. 205991

**ATTACHMENT I
CONTRACTOR'S CHARITABLE
ACTIVITIES COMPLIANCE**

CHARITABLE CONTRIBUTIONS CERTIFICATION

Center for Community and Family Services

Company Name

1024 West 38th Street, Los Angeles, California 90037

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

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

CERTIFICATION

YES

NO

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

()

()

OR

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

()

()

Signature

Date

Gwen White, Executive Director

Name and Title (please type or print)

**ATTACHMENT J
JURY SERVICE
ORDINANCE**

CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is excepted from the Program.

| | | |
|----------------------------------|-------|-----------|
| Company Name: | | |
| Company Address: | | |
| City State: | State | Zip Code: |
| Telephone Number: | | |
| Solicitation For _____ Services: | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I. (Attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the Contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

ATTACHMENT K
COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY QUALITY ASSURANCE EVALUATOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

ATTACHMENT L
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____