County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES
12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
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BRYCE YOKOMIZO
Director

Board of Supervisors
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Second District
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Third District
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Fifth District

December 7, 2004

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

Dear Supervisors:

RECOMMENDATION TO EXECUTE AN AGREEMENT WITH PLAZA DE LA RAZA TO PROVIDE CHILD CARE SERVICES AT DPSS' CROSSROADS CHILD CARE CENTER (ALL DISTRICTS - 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director, Department of Public Social Services (DPSS), to execute an Agreement, substantially similar to the attached Agreement, with Plaza De La Raza, to provide child care services at DPSS' Crossroads Child Care Center located at 12900 Crossroads Parkway South, City of Industry, effective January 1, 2005, or the day after execution, whichever is later, through June 30, 2009. This is a non-financial Agreement and, therefore, there is no fiscal impact.

2. Delegate authority to the Director, DPSS, to prepare and execute amendments to this Agreement, when the change is necessitated by additional and necessary services that are required in order for the contractor to comply with changes in federal, State or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to the execution of such amendments, and the Director will notify the CAO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

With your Board's approval, DPSS will execute an Agreement, substantially similar to the attached Agreement, with Plaza De La Raza to provide child care services at the Crossroads Child Care Center located at 12900 Crossroads Parkway South, City of Industry.

Implementation of Strategic Plans and Goals

The contract is consistent with the principles of the Countywide Strategic Plan Goal #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. Parents, not the County, pay for the child care services. The County provides the physical facilities, utilities, upkeep, equipment and supplies, which are deemed unavoidable costs.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

The current contract between DPSS and the Los Angeles County Office of Education (LACOE) to administer the Crossroads Child Care Center expires December 31, 2004. Since opening the Center in March 2001, LACOE has subcontracted out the Center's operation to Plaza De La Raza. When DPSS approached LACOE about renewing its contract, LACOE indicated that it had played only an intermediary role and that DPSS should contract directly with Plaza De La Raza.

Plaza De La Raza has been providing child care services at the Crossroads Child Care Center since the Center opened in 2001. The operator has consistently met the performance standards required in the contract, and is an excellent partner in providing child care to DPSS employees and CalWORKs children.

Originally, DPSS' Child Care Centers were going to be utilized only by County employees. However, to expand the Centers' utilization, we have opened them up to CalWORKs participants. In the future, we anticipate opening the centers to other children, to the extent that there is available capacity and appropriate funding.

The Agreement has been approved as to form by County Counsel. Approval of this Agreement will not result in unauthorized disclosure of confidential information, and will be in full compliance with federal, State and County regulations.

CONTRACTING PROCESS

As this is a non-financial Agreement, no solicitation is required. State regulations allow contracting without competitive solicitation when the services are provided at no cost to the County.

IMPACT ON CURRENT SERVICES

This Agreement will not have any adverse employee impact since Plaza De La Raza is the current operator of the Crossroads Child Care Center. Providing child care services will have a significant positive impact on the County by providing: 1) increased child care capacity; 2) quality on-site child care services to County employees; and 3) the opportunity for CalWORKs participants enrolled in the Careers in Child Care Training program to experience hands-on training. The Careers Program is a two-year program developed by DPSS and local community colleges to address the need for licensed child care in Los Angeles County by training CalWORKs participants in the field of Early Childhood Development.

CONCLUSION

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

Respectfully submitted,

Bryce Yokomizo, Director

BY:nv

Attachment

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Policy Roundtable for Child Care

DPSS/COUNTY CHILD CARE SERVICES CONTRACT

By and Between
COUNTY OF LOS ANGELES
AND
DESIGNATED CHILD CARE CENTER CONTRACTOR (S)

Prepared by
Department of Public Social Services
Contract Development Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

DECEMBER 2004

TABLE OF CONTENTS

SECTION/PARAGRAPH **PAGE NO.**

Recitals 1
I. Applicable Documents 1
II. Term of Contract 2
III. Interpretation 2
IV. Compensation 4
V. Standard Terms and Conditions 4

1. Assurance of Compliance with Civil Rights Laws 4
2. Authorization Warranty 5
3. Changes and Amendments of Terms 5
4. Child/Elder Abuse/Fraud Reporting 6
5. Complaints 7
6. Completion of Contract 7
7. Compliance With Jury Service Program 8
8. Compliance With Laws 9
9. Confidentiality 9
10. Conflict of Interest 11
11. Consideration of Hiring County Employees Targeted for Layoffs 12
12. Consideration of Hiring GAIN and GROW Program Participants for Employment 12
13. Contract's Employees 12
14. CONTRACTOR'S Acknowledgment of COUNTY'S Commitment To Child Support Enforcement 13
15. CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program 13
16. CONTRACTOR Responsibility and Debarment 14
17. County Lobbyists 15
18. County's Quality Assurance Plan 15
19. Covenant Against Fees 16
20. Criminal Clearances 16
21. Delegation and Assignment of Duties 17
22. Disclosure of Information 17
23. Disputes 17
24. Employment Eligibility Verification 17
25. Employee Benefits and Taxes 18
26. Employee Safety 18
27. Fees to Parents 18
28 Force Majeure 18
29. Governing Laws and Venue 19
30. Government Observations 19
31. Indemnification 19

SECTION/PARAGRAPH **PAGE NO.**

32. Job Safety....20
33. Independent Contractor Status....20
34. General Insurance Requirements....21
35. Limitation of COUNTY'S Obligation Due to Non-Appropriation of Funds....24
36. Nondiscrimination and Affirmative Action in Employment....25
37. Notice to Employees Regarding The Federal Earned Income Tax Credit26
38. Notices....26
39. Ownership of Equipment....27
40. Performance Requirements....28
41. Permits and Licenses....28
42 Proprietary Rights....28
43. Record Retention and Inspection....28
44. Recycled Bond Paper....29
45. Removal of Unsatisfactory Personnel....29
46. Rules and Regulations....29
47. Safely Surrendered Baby Law....29
48. Subcontracting....30
49. Termination for Breach of Warranty To Maintain Compliance With COUNTY'S Child Support Compliance Program....31
50. Termination for Convenience of County....31
51. Termination For Default of Contractor....32
52. Termination for Improper Consideration....33
53. Timely Completion....33
54. Use of County Premises....33
55. Validity....35
56 Verbal Discussions....35
57. Waiver....35
58. Warranty....35

Signatures....36

Attachment A - Statement of Work and Technical Exhibits....37

Attachment B - Certification of No Conflict Interest....67

Attachment C - Bidder's/Offeror's EEO Certification....69

Attachment D - Bidder's/Offeror's Nondiscrimination In Services Certification....71

Attachment E - Contractor Employee Acknowledgment and Confidentiality Agreement....73

Attachment F **Parent Fee Schedule**.....77

Attachment G **Safely Surrendered Baby Fact Sheet** 79

Attachment H **Internal Revenue Service - Notice 1015** 81

CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

CHILD CARE CENTER CONTRACTOR (S) AS DESIGNATED BY COUNTY

This Contract is made and entered into this _____day of _____, 2004, by and between the County of Los Angeles, hereinafter referred to as COUNTY, and **DESIGNATED CONTRACTOR**, 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 DPSS; 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 agreement 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 and H, 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 - Bidder's/Offeror's EEO Certification

   2.4 Attachment D - Bidder's/Offeror's Nondiscrimination in Services In Services Certification

2.5 Attachment E - CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement

2.6 Attachment F - Parent Fee

2.7 Attachment G - Safely Surrendered Baby Law

2.8 Attachment H - IRS Notice 1015

3. 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

Subject to the early termination provisions of this contract, the term of this Contract shall commence ***TO BE INSERTED***, and shall continue through **TO BE *INSERTED.***

CONTRACTOR shall be prepared to care for children at _____site no later than _____. CONTRACTOR shall be prepared to care for the maximum number allowed at the _____ site by _____

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 VII, Paragraph 31.3 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, 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 monitoring the contract and provides direction to CONTRACTOR in the areas relating to policy and 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 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 the 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. Subcontractors shall not include child care providers.

IV. COMPENSATION

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

VII. 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 "Bidder's/Offeror'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. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment CR-1 (herein) and as directed by DPSS.

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 Language Services

1.4 CONTRACTOR shall, upon receipt of notice from COUNTY, withhold all CalWORKs referrals to any provider who is deemed to be acting in a discriminatory manner.

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.

4.5 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR and its officers, directors, employees, agents and representatives against any and all liability, demands, claims, cost, losses, damages, recoveries, settlements, judgments and expenses (including reasonable attorney's fees and fees and expenses incurred in enforcing this indemnity provision) incurred by CONTRACTOR arising from CONTRACTOR's compliance with Section VII, paragraphs 5.1 through 5.5, whether due to CONTRACTOR' passive or active negligence. This indemnity shall

be applicable to any and all such claims as described herein that occur during the term of this Contract, whenever they are made. Each party hereby acknowledges that the indemnity expressed in this section was negotiated and each was represented by independent legal counsel.

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

6.1 The CONTRACTOR shall turn over their current operation to another vendor upon expiration of termination of the Agreement. For up to three (3) months prior to the expiration of this Agreement, 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).

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 or 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 in the COUNTY enables him/her to influence the award of this Contract, or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein, or does or shall have any direct or indirect financial interest in this Contract. CONTRACTOR shall sign and submit to DPSS the Certification of No Conflict of Interest form (Attachment B).

10.2 CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Section 2.180.010, "Certain Contracts Prohibited," and represents that its execution of this Contract is not in violation of those provisions.

10.3 CONTRACTOR employees on public assistance shall not access or attempt to access their own public assistance records. Further, all employees performing services hereunder, including those on public assistance shall sign a Contractor Employee Acknowledgment and Confidentiality Agreement (Attachment D) agreeing thereby that he/she will not, except in the ordinary course of the performance of his/her official duties, access the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their 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.

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 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 Agreement.

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, to perform the services set forth herein, 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 Program (GROW) who meet CONTRACTOR's minimum qualifications for the open position. 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 EMPLOYEES

The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. 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 Agreement, 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.

13.1 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.

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

1. Be 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.
8. Able to meet the minimum qualifications as stated in the "Statement of Work," Attachment A.

14. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

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

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.

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 CSSD 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 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 not to exceed three (3) years, and terminate any or all existing contracts 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 Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTACTOR 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 Department 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 Hearing Board.

16.7 These terms shall also apply to (subcontractors/sub consultants) of County CONTRACTORS.

17. 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.

18. COUNTY'S QUALITY ASSURANCE PLAN - The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Agreement terms and conditions and performance standards. CONTRACTOR deficiencies, which the COUNTY determines are severe or continuing and that may place

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

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

19. 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.

20. CRIMINAL CLEARANCES

20.1 For the safety and welfare of the children to be served under this Agreement, 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.

20.2 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 Agreement when such information becomes known to CONTRACTOR.

20.3 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 defined in the following Penal Code sections or any future Penal Code sections which address these crimes:

Section	Title
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; Endangerment of person or health
273ab	Assault resulting in death of child under eight (8) years of age
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition
273g	Degrading, immoral or vicious practices in the presence of children
286	Sodomy
288	Lewd or lascivious acts upon the body of a child under age 14
288a	Oral copulation
314	Indecent exposure
647 (a) & (d)	Disorderly conduct relating to lewd/behavior/prostitution

21. DELEGATION AND ASSIGNMENT OF DUTIES - CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of COUNTY. In the event of a breach of this provision, this Contract may be forthwith terminated.

22. 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.

23. DISPUTES - Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Agreement 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.

24. 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 employee. 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

employee. 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.

25. 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 Agreement on CONTRACTOR's performance hereunder.

26. 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.

27. FEES TO PARENTS

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

28. 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 good 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 good 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 23, the term "subcontractor' and '"subcontractors" mean subcontractor(s) at any tier.

29. GOVERNING LAWS AND VENUE

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

29.2 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.

29.3 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.

30. 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 Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

31. INDEMNIFICATION

31.1 COUNTY agrees to indemnify, defend and hold harmless CONTRACTOR, its directors, officers, employees, agents, and representatives from and against any and all liability, claims, lawsuits, demands, costs and expenses of any nature whatsoever ("claims"), including without limitation defense costs, legal fees and claims based on federal and California constitutions, federal and

California law, including, without limitation employment, labor, tax and workers' compensation laws, and claims for bodily injury, death, personal injury or property damage, which arise out of, relate to, result from or are connected with CONTRACTOR's services, activities, acts, errors or omissions in administering license-exempt child care on behalf of COUNTY under this Contract.

31.2 COUNTY's obligation to indemnify, defend and hold harmless CONTRACTOR hereunder shall survive the expiration or termination of this Contract between COUNTY and CONTRACTOR.

31.3 Without in any manner limiting or diminishing COUNTY's obligations to CONTRACTOR as set forth in Paragraphs 25.1 and 25.2 above, and except as set forth in subsection 25.3.1 below, CONTRACTOR shall indemnify, defend and hold harmless 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 CONTRACTOR's acts and/or omissions in connection with its operations or its services.

31.4 If COUNTY and CONTRACTOR are both named as defendants (or COUNTY, but not CONTRACTOR, is named as a defendant) in a legal action regarding which CONTRACTOR did not breach a contractual duty it owed to COUNTY under an express provision of this contract, each party shall bear its own defense costs, and be responsible for its own liability. In such case, COUNTY will not seek indemnification from CONTRACTOR.

32. JOB SAFETY

The CONTRACTOR shall be solely responsible for ensuring that all work performed under this Agreement is performed in strict compliance with all applicable Federal, State and local occupational safety regulations, and shall take any and all actions appropriate to providing 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.

33. 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.

34. GENERAL INSURANCE REQUIREMENTS - Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its sub-contractors to maintain, the following program(s) 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 COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

It is understood that insurance requirements, as specified in this Section 27, apply to CONTRACTOR, CONTRACTOR's employees and subcontractors. It is understood that providers are not subcontractors of this contract.

34. 1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to Department of Public Social Services, 12900 Crossroads Parkway South, 2nd Floor, City of Industry, California 91746-3411, Attention: Contract Management Division, prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract.

(2) Clearly evidence all coverages required in this Contract.

(3) Contain the express condition that 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, except that if the cancellation is due to non-payment, the written notice by mail may be only by ten (10) days in advance of cancellation.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from the Contract.

(5) Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense.

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 COUNTY.

34.2 Failure by CONTRACTOR to procure and maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

34.3 CONTRACTOR shall report to COUNTY:

34.3.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which results in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within one (1) business day of occurrence.

34.3.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

34.3.3 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 CCA.

34.3.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this Contract.

34.4 Insurance Coverage Requirements:

34.4.1 General Liability insurance (written on ISO policy form CG 00 01 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

34.4.2 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".

34.4.3 Property Coverage: Personal property insurance endorsed naming the County of Los Angeles as loss payee, providing deductibles of no greater than 5% of the property value, and providing special form ("all-risk") coverage of the full replacement value of County-owned or leased property. This coverage shall apply to the County property described in Section 3.1.1. of the Statement of Work.

34.4.4 Workers' Compensation: Worker's Compensation and employers liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California, and for which CONTRACTOR is responsible. If 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 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

34.4.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or CONTRACTOR insurance requirements of this CONTRACT, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

34.4.6 Insurance Coverage Requirements for Sub-contractors: CONTRACTOR shall ensure any and all sub-contractors performing services under this Contract meet the insurance requirements of this Contract by either:

A. CONTRACTOR providing evidence of insurance covering the activities of sub-contractors, or

B. CONTRACTOR providing evidence submitted by sub-contractor evidencing that sub-contractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

35. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

35.1 The COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

35.2 Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purposes hereof are appropriated by the State and by COUNTY's Board of Supervisors.

35.3 COUNTY shall immediately notify CONTRACTOR in writing of such non-appropriation at the earliest possible date.

35.4 In the event of non-appropriation of funds, procedures in Termination for Convenience of County, Section VII, Paragraph 41, shall apply.

36. NONDISCRIMINATION AND AFFIRMATIVE ACTION IN EMPLOYMENT

36.1 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 *U.S. Executive Order 11246, entitled "Equal Employment Opportunity," and amended by U.S. Executive Order 11375 and supplemented by 41 Code of Federal Regulations, Part 60, and all other applicable Federal and State anti-discrimination laws and regulations.*

36.2 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.

36.3 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.

36.4 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.

poster, "Equal Under the Law", are posted in all CONTRACTOR's facilities where they are easily accessible to CONTRACTOR's employees.

36.6 CONTRACTOR shall sign the form "Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification" (Attachment C), hereunder.

37. 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 Internal Revenue Notice 1015.

38. NOTICES

38.1 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.

38.2 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.

38.3 Delivery of Notices - Notices required or permitted to be given under the terms of this Contract or by any law now or

38.3 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:

TO BE INSERTED

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

Nadia Mirzayans, Human Services Administrator III
Specialized Supportive Services Section
12820 Crossroads Parkway South, First 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. OWNERSHIP OF EQUIPMENT

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

40. 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 VII, Paragraph 42, TERMINATION FOR DEFAULT OF CONTRACTOR. This Paragraph 33 shall not in any manner restrict or limit COUNTY's right to terminate this Contract for convenience per Section VII, Paragraph 42.

41. PERMITS AND LICENSES

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

42. 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.

43. RECORD RETENTION AND INSPECTION

43.1 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,

43.1. Con't accounting, financial records and proprietary data shall be retained by CONTRACTOR for a period of five (5) years after the term of this Contract unless Director's written permission is given to dispose of such material prior to the end of such period. 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.

43.2 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.

44. 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.

45. REMOVAL OF UNSATISFACTORY PERSONNEL - The COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR to remove any employee from the performance of services under this Agreement for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall replace said personnel within twenty-four (24) hours.

46. RULES AND REGULATIONS - 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.

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.

47. SAFELY SURRENDERED BABY LAW - 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. The County's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

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 available on the Internet at: www.babysafela.org for printing purposes.

48. SUBCONTRACTING

48.1 No performance of duties and obligations under this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of DPSS Director.

48.2 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.

48.3 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 subcontract 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 of amendment is effective.

48.4 In the event that consent is given, any subcontracts 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.

48.5 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.

48.6 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."

49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM - Failure of CONTRACTOR to maintain compliance with requirement set forth in Paragraph 16 "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 to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be the ground upon which the County Board of Supervisors may terminate this Contract pursuant to Paragraph 42, "TERMINATION FOR DEFAULT OF CONTRACTOR."

50. TERMINATION FOR CONVENIENCE OF COUNTY

50.1 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 days prior written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

50.2 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;

B. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

50.3 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, as defined in this Section 50, Paragraph 50.3.

50.4 In the event of termination of this Contract, CONTRACTOR shall comply with the provisions of Record Retention and Inspection, Section 43, Paragraph 43.1.

51. TERMINATION FOR DEFAULT OF CONTRACTOR

51.1 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. If CONTRACTOR fails to perform the service within the time specified, or with prior COUNTY approval, any extension thereof, or

B. 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 (2) circumstances does not cure such failure within a period often (10) business days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.

51.2 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 50, Paragraph 50.2. In such case, CONTRACTOR shall adhere to the termination provisions of the Section VII, Paragraph 41 herein above. Agreement to the provisions of this Section VII shall in no way constitute a waiver by CONTRACTOR of any of its rights and remedies.

52. TERMINATION FOR IMPROPER CONSIDERATION - COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this agreement 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 agreement or securing favorable treatment with respect to the award, amendment or extension of the agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the agreement. 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.

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.

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

53. TIMELY COMPLETION - Time is of the essence in this Contract's performance.

54. USE OF COUNTY PREMISES - CONTRACTOR shall use COUNTY space and services as follows:

54.1 PURPOSE OF SCOPE OF UTILIZATION - Under this Agreement, 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 Agreement does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

54.2 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.

55. 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.

56. 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.

57. 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.

58. 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.

The parties here to have executed this agreement.

COUNTY OF LOS ANGELES

By: _____ _____
Bryce Yokomizo Date
Director

APPROVED AS TO FORM:
by the Office of the County Counsel

Raymond G. Fortner, Jr., Chief Deputy
by Barbara Y. Goul, Principal Deputy County Counsel

CONTRACTOR AGENCY/CORPORATION NAME TO BE INSERTED

By: _____ _____
CONTRACTOR NAME TO BE INSERTED Date

ATTACHMENT A

STATEMENT OF WORK

AND

TECHNICAL EXHIBITS

STATEMENT OF WORK AND TECHNICAL EXHIBITS

TABLE OF CONTENTS

Section Title			Page No.
	Preamble		39
1.	GENERAL		43
	1.1	Scope of Work	43
	1.2	Key COUNTY Personnel	44
	1.3	Key CONTRACTOR Personnel	44
	1.4	Quality Control	47
	1.5	Quality Assurance	48
	1.6	Hours of Operation	50
2.	DEFINITIONS		50
3.	COUNTY FURNISHED ITEMS		51
4.	CONTRACTOR FURNISHED ITEMS		53
5.	SPECIFIC TASKS		54
6.	TECHNICAL EXHIBITS		58
	6.1	Performance Requirements Summary Chart	63
	6.4	Contract Discrepancy Report	65

PREAMBLE
COUNTY HEALTH AND HUMAN SERVICES

For nearly 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
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in 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, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working 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
- 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
- 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 County's vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post Contractor's complaint and County's 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.

ATTACHMENT A
STATEMENT OF WORK

1. GENERAL

1.1 Scope of Work

Except for those items listed in Section III, County furnished items, hereunder, Operator 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.

Operator agrees to operate a child care center for DPSS employees, 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 agreement 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 (1) the Operator's own resources; (2) in-kind services provided by County such as, the rent-free facility, utilities, maintenance of property (inside the facility structure and the grounds of the facility), (3) fees paid by or on behalf of parents of the children who attend the child care centers and (4) furnishings, materials, supplies and equipment supplied by 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 Operator.

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

The CCA will provide direction to Operator 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 Agreement and is not authorized to obligate Los Angeles County in any way whatsoever.

County will inform Operator of the name, address and telephone number of the CCA, in writing, at the time the Agreement 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 Operator or alternate, excluding weekends and holidays.

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

1.3 Key CONTRACTOR Personnel

Operator shall provide and/or maintain staff to carry out the service plan as defined and in compliance with CCR Title 22, State Licensing Regulations. At a minimum this includes:

1.3.1 Contract Manager - Operator shall provide a Contract Manager who will act as liaison with COUNTY and be responsible for the overall management and coordination of the Agreement and the performance of the work. The Contract Manager, or alternate designated in writing to act on Operator'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 Operator on all Agreement matters relating to the daily operations of the Agreement.

The Contract Manager and any alternate shall be identified in writing prior to Agreement start and at any time thereafter a change of Contract Manager or alternate is made.

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

1.3.2 Director – Operator 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.

1.3.3 Teachers – Operator 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 Agreement. Fingerprints are submitted to the CA Department of Justice, FBI 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 State Licensing Regulations. At a minimum this includes:

Infant Class (ages 0-2 years)

One (1) Teacher per four (4) Enrolled Children

Two (2) Adult Teaching Aides per twelve(12) Enrolled Children

Toddler Class
School-Age (ages 6 to 12)
(ages 18-36 months)
One (1) Teacher per six (6) Enrolled Children
Two (2) Adult Teaching Staff per twelve Enrolled Children

Preschool Class (ages 3-5 years)
One (1) Teacher per twenty (20) Enrolled Children

Three (3) Adult Teaching Aides per twenty (20) Enrolled Children

(B) Maintain staffing pattern in compliance with Federal and State Labor guidelines.

1.4 Quality Control

Operator shall establish and utilize a comprehensive Quality Control Plan to assure that the requirements of the Agreement are met, and that a consistently high level of services are provided throughout the term of the Agreement. The Plan shall be provided to the CCA within thirty (30) calendar days from the Agreement 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 listed on Technical Exhibit 6.1, Performance Requirements Summary, specific activities to be monitored, and the frequency of monitoring;

1.4.2 A method of assuring that staff rendering services under the Agreement 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 rendering services under the Agreement do not present themselves by commission or omission as agents, employees, or representatives of COUNTY.

1.4.4 A record of all monitoring conducted by Operator, 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;

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, "Deficiencies in Compliance," the Operator shall immediately notify the County Contract Administrator and provide him/her with any follow-up reports as requested.

1.5 Quality Assurance

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

1.5.1 Government Observations - The Administration of Children and Families and California Department of Education may observe performance activities, documents and products under the Agreement at any time during hours of operation as defined in Section 1.6 below; however, this personnel may not unreasonably interfere with Operator performance.

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

1.5.2 COUNTY or its agent will evaluate Operator's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Operator's compliance with all Agreement terms and performance standards.

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

1.5.4 Monitoring Hours - Operator 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 Operator agrees with the finding in the CDR, Operator shall respond with a Corrective Action Plan, including a statement that Operator 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

COUNTY, or a mutually agreed upon revision is acceptable to COUNTY, the discrepancy shall be considered resolved.

(B) If Operator does not agree with the finding in the CDR, Operator shall respond with a Request for Dispute Resolution, including a statement that Operator does not agree with the finding, its reasons for not agreeing with the finding, and any action it proposes that Operator 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 Operator'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 Operator deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement 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 Agreement or impose other actions as specified in the Agreement, in which event Operator's rights and remedies under law are preserved, including a claim of breach of Agreement.

1.6 Hours of Operation

1.6.1 Public Access Hours - Operator's main office shall be open from 6:45 a.m. to 6:45 p.m., Monday through Thursday and 7:30 a.m. to 5:00 p.m. on Fridays, except for COUNTY recognized holidays, to meet the needs of COUNTY employees and other parents utilizing the Centers.

1.6.2 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 Agreement is approved and at the beginning of each calendar year during the term of the Agreement.

2. DEFINITIONS

2.1 California Code of Regulations (CCR), Title 22 - Citing references in the State Manual of Policies and Procedures for Child Care Centers that Operators need to comply.

2.2 Contract Discrepancy Report (CDR) - A report or letter used by the Quality Assurance Evaluator to record Agreement information regarding discrepancies or problems with Operator's performance.

2.3 Contract Manager - The individual designated by Operator to administer the Agreement operation after the Agreement is approved.

2.4 COUNTY Contract Administrator (CCA) - The person who administers the Agreement for COUNTY on a daily basis.

2.5 COUNTY - Whom Contractor will be doing business with.

2.6 Fiscal Year (FY) - Fiscal Year which commences on July 1 and ends the following June 30.

2.7 Performance Indicators - Characteristics which can be identified objectively to establish the performance of activities and services to the required standards.

2.8 Performance Requirements Summary (PRS) - Identifies the key performance indicators of the Agreement that will be evaluated by COUNTY to assure Agreement performance standards are met by Operator.

2.9 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 Operator's performance in rendering services to children of DPSS employees.

2.12 Quality Control Program -Those actions taken by Operator 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 DPSS.

2.15 Work Days - For the purposes of the Agreement, 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 ***TO BE INSERTED*** as site for Operator to use in providing required child care services for eligible children and families and training and release time opportunities for teaching staff.

Center consists of ***TO BE INSERTED*** square-foot structure with a play yard of approximately ***TO BE INSERTED*** and adequate parking for the Center's staff.

Center structure is 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 and security alarm systems. Facility has barrier-free accessibility.

Facility contains a residential kitchen, staff lounge, an office, and sufficient number of age appropriate toilets and

lavatories for children to meet the requirements of California Code of Regulations (CCR), Title 22, 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. The area is landscaped with soft surface play areas complete with climbing apparatus and hard surfaces for wheeled toys and sand boxes.

3.1.2 COUNTY will provide private offices for use by Operator'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 Operator prior to the move to assure that the proposed new location meets Operator's standard and conditions and that all program support systems, such as, but not limited to, food and transportation, remain effective and cost efficient.

3.1.3 COUNTY will provide the following appliances for center: (1) dishwasher, (1) two-drawer warming box, (1) or more microwave ovens, (1) refrigerator, (1) washer, and (1) electric dryer.

3.1.4 COUNTY will provide the selected agency with the following: fully furnished center, rent and utility-free use of space; a one time start-up fee for equipment and supplies not to exceed **TO BE INSTERTED** and ongoing replenishable supplies not to exceed **TO BE INSTERTED** per fiscal year.

3.1.5 COUNTY will conduct outreach activities to County employees to maintain child enrollment at centers.

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. Operator shall be responsible for repair and replacement costs of equipment due to Operator staff abuse or carelessness.

3.2.2 COUNTY will have responsibility for repair or replacement of telephones and/or lines at COUNTY facility due to theft or damage.

3.2.3 COUNTY will provide maintenance and upkeep services to child care facility daily. Services to include but are not limited to the following: dusting, removal of fingerprints and smudges from walls, cleaning furniture, removal of spots, empty waste baskets, clean and wash lunchroom tabletops, counter cabinets, clean the rest rooms, and vacuum traffic areas, etc.

3.3 Materials and Supplies

COUNTY will provide for the following:

3.3.1 A list of COUNTY-observed holidays.

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

3.4 Telephone Installation and Billing

3.4.1 COUNTY will be responsible for payment of all billings associated with telephones installed by COUNTY for use by Center's staff for child care business **only; however**, COUNTY is not responsible for fees due to misuse, i.e., unauthorized long distance calls, personal calls, toll calls, etc.

4. CONTRACTOR FURNISHED ITEMS

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

4.2 Materials - Operator will ensure that Equal Employment Opportunity notices and State-approved civil rights poster, "Equal Under The Law," are posted in all Operator facilities, where they are easily accessible to Operator's employees and parent-users of the facility. Operator 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 - Operator shall report to the CCA immediately after discovery, the loss or theft of COUNTY-provided equipment. For stolen equipment, Operator shall contact the on-site Building Manager.

5. SPECIFIC TASKS

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

5.1 Center Capacity and Enrollment Criteria

The children for whom Operator's child care services are provided under the Agreement must be COUNTY employees, CalWORKs participants, and other children as designated by DPSS.

5.1.1 Provide child care services to a maximum of ***TO BE INSERTED*** children for the ***FACILITY NAME TO BEINSERTED***

- Infants - # ***TO BE INSERTED***
- Toddlers # ***TO BE INSERTED***
- Preschoolers # ***TO BE INSERTED***

The ***TO BE INSERTED*** has the potential to care for 14 school-age children on a daily basis or for drop-in care, such as days regular school is not in session and summer, winter and spring breaks.

5.1.2 Ensure priorities for enrollment shall 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, 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 Centers, with a copy of such plan provided to the parent/guardian.

5.2 Direct Child Care Services

Operator 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 Nutritional Services that identify and assists families with nutritional needs, provide meal service, and provide for the safety and sanitation of food delivery.

5.2.5 Provide meal service (snacks and lunches), and provide for the safety and sanitation of food delivery.

5.2.6 Mental health services that include working collaboratively with parents to identify mental health needs of the child and to secure the services of mental health professionals to address the needs.

5.2.7 Direct health services that include determining child health status by screening for developmental, sensory and behavioral concerns.

5.2.8 Carry out child care service activities to Infants/Toddlers, as applicable, in accordance with the CCR Title 22, State Licensing Regulations.

5.2.9 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."

5.2.10 Provide no water activities, which fall within the restrictions of CCR, Title 22, Section 101216.6, "Staffing for Water Activities."

5.2.11 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."

5.2.12 Outline actions to be taken in an emergency and during procedures shall supplement the "Disaster and Mass Casualty Plan" required in Title 22, CCR, Section 101174 and include, but not be limited to, medical emergencies,

physical confrontations or persons displaying improper or threatening behavior.

5.2.13 Provide a system for receiving and releasing the children which guarantees their safety and security.

5.2.14 Comply with Federal and State regulations with respect to children with disabilities.

5.3 Mentor Careers in Child Care Training Program Students

The COUNTY has contracted with local community colleges to train CalWORKs participants in the field of early childhood education.

5.3.1 Operator shall engage CalWORKs Careers students for 9 to 12 hours per week, per student, for the purpose of:

1. Enabling them to earn a permit in the early childhood development field by the completion of 150 hours of hands-on work experience.

2. Provide child care support at no cost to operator.

5.3.2 Operator shall ensure Careers students receive training that promote the use of best practices and professionalism in the delivery of child care services during peak hours of child care.

5.3.3 Operator shall provide, upon request by college, student timesheets, and progress reports. Operator shall also respond to verbal inquiries from colleges to discuss student's progress.

5.4. Reports

5.4.1 Management Reports - Operator shall submit a Monthly Management Report to the CCA by the fifteenth (15^{th}) day of the month following the month of service. The report shall include the following:

(A) New ideas, recommendations, questions, comments, or concerns Operator may have regarding provision of services under the Agreement.

(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) Number of Careers student and number of hours worked as aids during the report month.

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

5.4.2 Operator shall respond within 24 hours to County's verbal inquiries. CCA and Contract Manager shall agree to due date when written responses to inquiries are needed.

5.5 Operator Staff Training

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

5.5.2 Operator 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.

5.6 Record Keeping

5.6.1 Operator shall retain records to ensure all requirements of Title 22, CCR are fulfilled. Records 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.

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

6.0 TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY CHART

6.1 Introduction

The PRS 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 (Attachment A), 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 "Standard" as stated in the main body of the Contract or Statement of Work and this PRS, the meaning in the main body or Statement of Work will prevail. If any "Required Service" or "Standard" seems to be created in this PRS which is not specifically set forth in the main body or Statement of Work, that "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.

In monitoring CONTRACTOR's performance, COUNTY staff will monitor to the detailed terms set forth in the Statement of Work and the PRS. If COUNTY wishes to reinterpret the CONTRACT and change work requirements, a negotiated change to the contract will be done per Part VII, Section 5, "Changes and Amendment of Terms" of the Contract. If CONTRACTOR believes that COUNTY staff have made interpretations that increase CONTRACTOR's work or costs, CONTRACTOR's Contract Manager shall contact the DPSS Contract Monitoring Division Chief and request a meeting to resolve the differences of contract interpretation.

6.2 Performance Requirements Summary Chart

The PRS chart:

6.2.1 Provides the Section or Paragraph where referenced (Column 1 of chart).

6.2.2 Defines the Standard or performance for each required service (Column 2 of chart).

6.2.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before unsatisfactory performance indicator points are assessed.

6.2.4 Indicates the points attached to each occurrence of unsatisfactory performance (Column 4 of chart).

PERFORMANCE REQUIREMENTS SUMMARY CHART

6.3 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:

6.3.1 Random sampling;

6.3.2 100% 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;

6.3.3 Review of reports and files maintained by the CONTRACTOR;

6.3.4 On-site evaluations and monitoring;

6.3.5 Evaluation of complaints.

6.4 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) (see Technical Exhibit 6.2). 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 CCA will evaluate CONTRACTOR's explanation and determine if the corrective action is appropriate.

6.5 Criteria for Acceptable or Unacceptable Performance

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.

6.5.1 Lot size - The total number of units or services provided in a given period of time.

6.5.2 Sample Size - The number of units to be checked in a given time period.

6.6 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.

6.7 Unsatisfactory Performance Remedies

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

6.7.1 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.

6.7.2 COUNTY shall issue a CDR to the CONTRACTOR when the Unsatisfactory Performance Indicator (UPI) point total exceeds 150 points for all factors during any one month during the term of the Agreement.

6.7.3 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 Agreement.

6.7.4 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 Agreement or a second notice to the Chief, Child Care Enhanced Services Section, DPSS, was warranted pursuant to Section 6.6.3 above.

6.7.5 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 Agreement or a second notice to the Director, DPSS, was warranted pursuant to Section 6.6.4 above. COUNTY and

CONTRACTOR shall follow the steps below to resolve the Notice to Cure.

6.7.5.1 COUNTY will, in all cases, provide a thirty (30) business day written Notice to Cure.

6.7.5.2 COUNTY and CONTRACTOR shall meet and confer, within three (3) business days of CONTRACTOR's receipt of Notice to Cure.

6.7.5.3 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.

6.7.5.4 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 Agreement.

6.7.6 Reduce, suspend or cancel the Agreement for systematic, deliberate misrepresentations, or unacceptable levels of performance.

6.7.7 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), as determined by COUNTY, shall be the full responsibility of CONTRACTOR.

TECHNICAL EXHIBIT
PERFORMANCE REQUIREMENTS
SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

1. REFERENCE	2. SERVICE STANDARD	3. AQL	4. MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL
Attachment A, Section 1.1 - Scope of Work	CONTRACTOR shall comply with the Scope of work outlined in Paragraph 1.1	3 per month	10 points per each occurrence of a requirement not met
Attachment A, Section 1.3.2 - 1.3.4 - Staffing	CONTRACTOR's staff minimum qualifications are documented	0	10 points per each occurrence of a requirement not met
Attachment A, Section 1.3.5 - Staffing Child Ratios	CONTRACTOR maintains required staffing - child ratios	0	10 points per each occurrence of a requirement not met
Attachment A, Section 1, Paragraph - 1.4 Quality Control Plan	CONTRACTOR shall establish comprehensive Quality Control Plan	1 per month	10 points per each occurrence of a requirement not met
Attachment A, Section 1, Paragraph - 1.6 Hours of Operation	CONTRACTOR shall provide child care services between the hours of 6:45 a.m. and 6:45 p.m., Monday thru Thursday and 7:30 a.m. thru 5:00 p.m. Friday	0	10 points per each minute child care services are not provided
Attachment A, Section 5.1.1, 5.1.2	Child Care Capacity and Enrollment requirements fulfilled	0	10 points per verified violation of capacity or enrollment standards
Attachment A, Section 5.2.1, 5.2.7, - 5.2.13	Provide Direct Child Care services	0	10 points per each occurrence of a requirement not met
Attachment A, Section 5.3	Mentor Careers in Child Care Students	0	5 points per verified violation of requirement not met
Attachment A, Section 5.4	Provides required reports	0	5 points each day late after MMR due date
Attachment A, Section 5.5 - Scope of Work	CONTRACTOR's staff trained as required	0	5 points per verified violation of requirement not met
Attachment A, Section 5.6	Record Keeping meets requirements	0	10 points per verified violation of capacity or enrollment standards

TECHNICAL EXHIBIT

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 <u>not</u> 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.

_____

Typed Name and Title of Signer

_____ _____

Signature Date

ATTACHMENT C

BIDDER'S/OFFEROR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

BIDDER'S/OFFEROR'S EEO CERTIFICATION

_____
Bidder's/Offeror's Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17,* Section 504 of the *Rehabilitation Act of 1975*, the *Food Stamp Act of 1977*, the *Welfare and Institutions Code Section 10000,* California Department of Social Services Manual of Policies and Procedures Division 21, and the *Americans with Disabilities Act of 1990*, 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, 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.

BIDDER'S/OFFEROR'S CERTIFICATION

	(circle one)	
1. The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment.	Yes	No
2. The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force.	Yes	No
3. The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups.	Yes	No
4. Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables.	Yes	No

_____
Name and Title of Signer

_____
Signature Date

ATTTACHMENT D

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

_____

Bidder's/Offeror's Name

_____

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.

BIDDER'S/OFFEROR'S CERTIFICATION

	(circle one)	
1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits.	Yes	No
2. The bidder/offeror 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 bidder/offeror has a system for taking reasonable corrective action within a specified length of time.	Yes	No

_____

Name and Title of Signer

_____

Signature Date

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)

Social Security Number:_____

Working Title:_____

Original: Contractor
Copy: Contract Employee

ATTACHMENT F

PARENT FEE SCHEDULE"

USER-PARENT FEE SCHEDULE

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 for year two (2) and year three (3).

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

(FEES TO BE INSERTED)

Category	Year 1	Year 2	Year 3
Infants -	**$**	**$**	**$**
Toddlers -	**$**	**$**	**$**
Preschoolers -	**$**	**$**	**$**
School Age	**$**	**$**	**$**

Note:

1. **Tuition Rules - To be inserted.**
2. **Registration Fees - To be inserted.**
3. **Meals - To be inserted.**
4. **Multiple Child Discounts - To be Inserted**

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 también está apoyada 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 brazalete y el padre/madre recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los 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 2003)

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.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

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 2003 are less than $34,692 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 9, 2004.

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 2003 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 2003 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 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 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 **Circular E (Pub. 15),** Employer's Tax Guide.

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