County of Los Angeles
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Chief Administrative Officer

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Fifth District

August 16, 2005

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

Dear Supervisors:

AWARD OF CONTRACT TO OPERATE THE VAN NUYS CIVIC CENTER CHILD DEVELOPMENT CENTER
(3 Votes)

IT IS RECOMMEDED THAT YOUR BOARD:

1. Award a contract to operate the Van Nuys Civic Center Child Development Center (Center) to the Child Care Resource Center (CCRC), located in Van Nuys, California. The contract will be for a period of three years with three one-year renewal options, not to exceed a total contract period of six years.

2. Instruct the Chair to sign this contract.

3. Delegate authority to the Chief Administrative Officer or his designee to renew this contract for the three one-year renewal options, and/or amend the contract, if in the opinion of the Chief Administrative Officer, the renewal and/or amendment is warranted.

4. Authorize sponsoring departments, including the Departments of Children and Family Services, District Attorney, Probation, Public Defender, and Public Social Services, to encumber up $12,000 annually to cover regular utility, janitorial, and facility maintenance costs, as well as a small scholarship fund to facilitate participation in the program by children of lower-income County employees.

5. Authorize the Chief Administrative Officer to enter into a memorandum of understanding with the Superior Court to serve as the Liaison with the operator of the Center, coordinating the Center's Advisory Committee, and managing departmental and other contributions to the Center which shall be used to cover utility, janitorial, and maintenance costs, as well as the scholarship fund.

PURPOSE OF RECOMMENDED ACTION

The purpose of this action is to award a contract for the operation of the Center to CCRC, thereby allowing services to begin for participating County employees in the fall of 2005. The

Center will provide licensed child development services on a full day, full year schedule to children from six weeks to six years of age.

This contract is consistent with two of the County's Strategic Plan goals, Workforce Excellence and Children and Families' Well-being.

FISCAL IMPACT/FINANCING

Construction of the Center was funded by Third District Capital Project and Extraordinary Maintenance Funds. The facility will be made available to CCRC on a rent-free basis, and contributions from sponsoring departments will cover regular utility, janitorial, and maintenance costs. The Superior Court will be providing in-kind administrative support to the Center and, in this capacity, will be managing payments for costs incurred by the Center related to utilities, janitorial, and maintenance services. The City of Los Angeles will be contributing and City employees will be accessing services.

Operational costs of the Center will be funded by parent fees. CCRC will collect these fees directly from parents and will manage operational expenses.

A one-time allocation of $50,000 from the forfeited Dependent Care Spending Account will be made available to CCRC to equip the Center. These funds will be used to purchase depreciable items which will become the property of Los Angeles County.

FACTS AND PROVISIONS

The County of Los Angeles launched its first employee child care in July 1988 on the campus of the LAC+USC Medical Center. The Van Nuys Civic Center Child Development Center is the County's tenth employee child care program, and the first facility to involve permanent, ground-up construction. The program is projected to serve 70 children ranging in age from six weeks to six years and will operate year round.

The Center is a collaborative effort involving support from County departments, the Superior Court, and the City of Los Angeles. The Center's program will be structured to meet national and local quality standards, including accreditation by the National Association for the Education of Young Children and program standards of Los Angeles Universal Preschool.

CONTRACTING PROCESS

On May 9, 2005, the Chief Administrative Office posted a notice of proposal availability on the County's bid Web site and advertisements were placed in the Los Angeles Times on May 8 and 9, 2005, and in the Daily News on May 8, 2005. Approximately 60 child care organizations who had previously indicated their interest in child care proposals were mailed postcards announcing this RFP.

On June 6, 2005, two proposals were received. Both proposals were reviewed to ensure that they met the mandatory requirements outlined in the Request for Proposals (RFP).

The Evaluation Committee, including representatives from the Superior Court, sponsoring departments and the City of Los Angeles, met on June 13, 2005, reviewed both documents and made two site visits. There was a general concern among Committee members regarding the fees proposed by both organizations. On advice of County Counsel, both organizations were given an opportunity to submit last, best and final offers regarding their proposed fees. Both organizations responded by June 27, 2005. Committee members were informed of the revised rates and that information was incorporated into the evaluation score, resulting in the Committee's recommendation that a contract be awarded to CCRC.

IMPACT ON CURRENT SERVICES

The opening of this Center will bring high quality child development services to an area that has been underserved and will assist County employees balance their family and work obligations.

Please return one adopted copy of this letter to the Chief Administrative Office, Service Integration Branch.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

c: Steve Cooley, District Attorney
David Sanders, Department of Children and Family Services
Paul Higa, Chief Probation Officer
Michael P. Judge, Public Defender
John A. Clark, Executive Officer/Clerk, Superior Court
Terry Ogawa, City of Los Angeles Commission for Children, Youth and their Families

CONTRACT

By and Between

COUNTY OF LOS ANGELES

and

CHILD CARE RESOURCE CENTER

for

Van Nuys Civic Center
Child Development Center

CONTRACT PROVISIONS
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- H SAFELY SURRENDERED BABY LAW

PREAMBLE

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

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

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

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

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

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

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

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

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

The County, its clients, contracting partners, and the community will continue to work together to develop 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 vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

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

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
and
CHILD CARE RESOURCE CENTER
for
Van Nuys Civic Center
Child Development Center

This Contract and Exhibits made and entered into this ___ day of _____, 2005 by and between the County of Los Angeles, hereinafter referred to as County and Child Care Resource Center, hereinafter referred to as Contractor.

RECITALS

WHEREAS, the County may contract with private businesses for operation of a child development center when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in operating child development centers; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

EXHIBIT A	Statement of Work
EXHIBIT B	Client Fee Schedule
EXHIBIT C	Contractor's EEO Certification
EXHIBIT D	County's Administration
EXHIBIT E	Contractor's Administration
EXHIBIT F	Forms Required at the Time of Contract Execution
EXHIBIT G	Jury Service Ordinance
EXHIBIT H	Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to

the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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.

2.1 **Contract:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work.

2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of **any and all tasks, deliverables, goods, services and other work provided by** Contractor.

2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

2.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A.*

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the option to extend the Contract term for up to three (3) additional one-year periods. Each such option year shall be exercised

individually by the Chief Administrative Officer.

4.3 Contractor shall notify Chief Administrative Office when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Chief Administrative Office at the address herein provided in *Exhibit D - County's Administration.*

5.0 CONTRACT SUM

5.1 This is a non-financial Contract and Contractor shall receive no financial compensation from the County except for the following:

5.1.1 County agrees to reimburse the Contractor for child care equipment purchased not to exceed $50,000.00.

5.1.2 Contractor must provide a list of equipment before purchase for approval by the County Project Manager.

5.1.3 Contractor will submit an invoice with supporting receipts or documentation for reimbursement.

5.2 The County is not responsible for any child care fees and the Contractor shall collect fees directly from the clients.

5.3 Invoices and Payments

5.3.1 County will not be invoiced for any client fees.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit D.* The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director, **Lari Sheehan**, include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager, **Kathy Malaske-Samu**, include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

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

6.3 County's Contract Project Monitor

The County's Project Monitor, **Sandra Lacey, Van Nuys Superior Court,** is responsible for overseeing the day-to-day administration of this Contract. The responsibilities will be stated in a Memorandum of Understanding, (MOU) signed by both the Court and County. The Project Monitor reports to the County's Project Manager.

6.4 County Furnished Items

6.4.1 The County will provide and designate a rent-free child care facility located at 14350 Sylvan Street in Van Nuys, California as site for Contractor to use in providing required child care services for eligible children and families.

6.4.2 Center consists of 7,175 square feet with an outdoor play area of approximately 6,293 square feet, surrounded by a six foot high barrier providing both security and privacy for the program.

6.4.3 The County will provide a one-time $50,000 allocation to purchase depreciable furnishings for the facility which will become the property of the County.

6.4.4 In addition to the classroom areas, the facility includes two offices, a staff lounge, and a kitchen.

6.4.5 Center structure is designed to meet all building codes and license requirements to serve as a child care center. Center is fully air-conditioned and heated.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit E.* The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

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

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Contract," Exhibit F1.*

The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the *"Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Contract," Exhibit F2.*

7.6 Employee Benefits and Taxes

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

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Chief Administrative Officer. Any unapproved assignment or delegation shall be null and void. Any payments by the Chief Administrative Office to any approved delegate or assignee on any claim under this Contract shall be deductible, at Chief Administrative Office's sole discretion, against the claims, which the Contractor may have against the County.

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

mechanism, with or without consideration for any reason whatsoever without the Chief Administrative Office's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County Project Director.

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Chief Administrative Officer or his/her designee.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by County Project Director

8.4.4 The Chief Administrative Officer, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an

Amendment to the Contract shall be prepared and executed by the Contractor and by County Project Director.

8.5 COMPLAINTS

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

Within thirty (30) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification.*

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

8.8.2.1 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 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.

8.8.2.2 For purposes of this Sub-paragraph, "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 Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 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 Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that 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.

8.8.2.4 Contractor's violation of this Sub-paragraph 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.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the

Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR REEMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

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 the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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 any term of a contract with the County or any nonprofit corporation created by the County; 2) committed any 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.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the CAO will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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.

After consideration of an objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The 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 the Contractor's place of business. The 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 the Contractor with the poster to be used.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the 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 the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the 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 the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 As previously instructed in Paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Contract," Exhibit F1.* The Contractor shall cause each non-employee performing services covered by this Contract to sign

and adhere to the *"Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Contract," Exhibit F2.*

8.22 INDEMNIFICATION

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

8.23 GENERAL INSURANCE REQUIREMENTS

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

8.23.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Florence Fujii
222 South Hill Street, 5th Floor
Los Angeles, CA 90012

prior to commencing services under this Contract. Such certificates or other evidence shall:

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

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

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

8.23.4 Notification of Incidents, Claims, or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 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
Each Occurrence:	$1 million

8.24.2 Automobile Liability 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."

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

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

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

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the department head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the department head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the department head, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the department head determines that there are deficiencies in the performance of this Contract that the department head deems are correctable by the Contractor over a certain time span, the department head will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the

Contractor fail to correct deficiencies within said time frame, the department head may:

8.25.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

8.25.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

8.25.2.3 Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Sub-paragraph 8.25.2,2 and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification.*

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: 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.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the

Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict Chief Administrative Office from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, 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 one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Chief Administrative Office, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in

Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit H* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Administrative Office shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

8.34.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

8.34.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

8.34.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior

written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-

Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Florence Fujii
Chief Administrative Office
Service Integration Branch
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012

before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, immediately terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the 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 the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the

Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 - Termination for Convenience.

8.43.4.1 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.44.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract/Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Chief Administrative Office, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

8.43.4.2 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.43.6 The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any

County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The 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 (213) 974-0914 or (800) 544-6861.

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

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the

County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **Child Care Resource Center**

By Michael Olenick (by Ella Cervantes)
Michael Olenick, Ph.D
President, CEO

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By Violet Varona-Lukens

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By Michele Jackson
Michele Jackson
Associate County Counsel

STATEMENT OF WORK

I. Provide a detailed explanation of how your organization, as a Contractor, will ensure that each of the identified responsibilities and specific tasks listed below will be addressed.

A. Administration

1. For programs administered by your organization, provide copies of all Facility Evaluation Reports issued by Community Care Licensing Division between January 2002 and April 2005. Provide copies of all required licenses, including, but not limited to, the facility license issued by California Department of Social Services, Community Care Licensing and the business license required by the City of Los Angeles prior to first day of operation. Describe how these licenses will be maintained throughout the contract period.

2. Provide specific and detailed time lines for submitting all licensing applications, and describe how the organization will comply with requirements.

3. Provide operating procedures to ensure that all licenses will be maintained in good standing throughout the contract period.

4. Develop a policy and procedure manual that will be maintained and updated as necessary for the Van Nuys Civic Center Child Development Center.

   a. Provide a sample policy and procedure manual from an existing program operated by your organization.

   b. Provide a copy of the policy and procedure manual developed for the Van Nuys Civic Center Child Development Center, who will receive copies, and the process and schedule for updating the document.

B. Reports will be made by the Center Director to the designated Administrative Liaison, as required by this agreement.

1. Provide an organizational chart indicating the Center Director, his/her immediate supervisor, as well as his/her back-up when that person is away from the facility.

2. Provide copies of any reports related to the Van Nuys Civic Center Child Development Center that the Contractor submits to any regulatory body, including, but not limited to CCLD, or local licensing office.

3. The Director will meet regularly with, respond to, and accept guidance from the Advisory Committee.

   a. The Advisory Committee will include representatives of sponsoring County Departments, the Superior Court, and the Office of Child Care (within the Service Integration Branch of the Chief Administrative Office).

   b. The Advisory Committee will be responsible for reviewing the performance of the Contractor by April 1st of each year, and 90 days prior to the expiration of this agreement.

   c. In addition, the Advisory Committee will meet at least quarterly to review the following areas:

      1) Contractor's operation issues;
      2) Maintenance and repairs to the Center;
      3) Recruitment and enrollment issues;
      4) Center program, policies and procedures;
      5) Overall performance of the Center;
      6) User-parent problems with the Contractor;
      7) Results of the annual user-parent survey and other program evaluation instruments;
      8) Center's progress toward achieving and/or maintaining accreditation;
      9) Approve and monitor fees charged to participants; and
      10) Approve and monitor scholarship program policies and procedures.

C. Fees from user-parents will be assessed and collected:

   1. Describe the mechanism for collecting and tracking fees.

   2. Describe your fee policies related to vacations and child absences due to illness.

   3. On Appendix A, Statement of Work, Client Fee Schedule, indicate the weekly tuition rates to be charged each age group during the first year of operation.

D. Financial records will be maintained, as needed, and as required by this agreement.

   1. Quarterly financial statements will be provided to the Administrative Liaison and Advisory Committee, indicating the annual budget, year-to-date budget, and year-to-date expenditures. These financial statements will also identify the source of all revenues.

   2. Audited financial statements will be provided to the Administrative Liaison within 30 days of receipt by the contractor.

E. New enrollees will be actively-recruited, as needed, in accordance with the guidelines developed by the Advisory Committee:

1. Describe the plan to promote the program to employees of the Van Nuys Civic Center, prior to opening in September 2005.

2. Describe ongoing mechanisms to promote the Center to employees of the Van Nuys Civic Center and local residents after September 2005.

3. Provide sample promotional materials for existing program(s).

F. Complete and attach the following form *Child Care Center Operation Experience, Attachment D.*

II. Quality Control

A. At a minimum, the following teacher- or staff-to-child ratios must be maintained:

Teacher-to-Child Ratios	Teacher	Children
Infants (birth to 18 months)		
Toddlers (18 to 30 months)		
Preschool(2½ to 5 years)		

Staff-to-Child Ratios	Staff	Children
Infants (birth to 18 months)		
Toddlers (18 to 30 months)		
Preschool (2½ to 5 years)		

1. Describe the minimum qualifications for a teacher in this program.

2. Describe the minimum qualifications for staff persons, other than teachers, who work directly with children in this program.

B. A system to assure continuation of all required licenses and permits is maintained:

1. When an evaluator from CCLD, or local health, and/or fire, provides a notice of deficiency, the Contractor shall immediately notify the Administrative Liaison and provide him/her with any follow-up reports, as requested.

C. Accreditation by the National Association for the Education of Young Children is obtained within three years of operation:

1. The accreditation self-study shall be conducted during the second year of operation.

2. Once accreditation is obtained, the Contractor will implement procedures to ensure retention of accreditation.

D. A system of quality control is established, which assures that policies and procedures promote attainment of the County's desired program, as described in the agreement:

1. The Contractor shall, on an annual basis, review and analyze the Center's activities, particularly the program's curriculum, to assure that the optimum use is made of the Center's resources to accomplish the Center's child development goals. Results shall be presented to the Center Advisory Committee.

2. In addition, the Contractor will secure the services of an outside evaluator who is certified to administer the Infant and/Early Childhood Environment Rating Scale (I/ECERS). At least 50 percent of the classrooms shall be evaluated using I/ECERS on an annual basis, so that every classroom is evaluated every other year. Results shall be presented to the Center Advisory Committee. Corrective action plans will be developed to address any scores of less than 4.

3. The Contractor will conduct an annual parent-user survey to assess parent satisfaction with the program. Results shall be presented to the Center Advisory Committee.

E. The Contractor will establish and maintain a system to assure compliance with all actions required by this agreement.

III. Service Delivery

A. The program will be operated in a manner that is consistent with the Center's educational philosophy and goals:

1. Describe your educational philosophy and goals.

2. Describe core and ancillary services for children of all abilities.

3. Provide a copy of the rules of discipline for each age group to be served in the Van Nuys Civic Child Development Center.

B. The program curriculum reflects best practices in the field of early care and education, is sensitive to family needs, and is appropriate for the age groups served:

1. Describe the curriculum to be implemented and provide a sample "daily schedule" for each age group.

2. Describe how parent participation will be encouraged and integrated into the program.

3. Describe your experience serving children with disabilities or other special needs.

4. Identify any Contractor and/or community resources to be utilized in the program.

C. Admission procedures are developed, implemented, and maintained in a manner that is consistent with CCLD regulations, the terms of this agreement, and are understandable to prospective and participating parent/consumers:

1. Indicate the date when the admission procedures for the Van Nuys Civic Child Development Center will be completed, who will receive copies, and the process and schedule for updating the document.

2. Provide a sample admission agreement from an existing program operated by your organization.

D. A system for receiving and releasing enrolled children is implemented that guarantees the safety of the children:

1. Describe your system for receiving and releasing children.

2. Describe how a current and accurate parent/emergency contact list will be maintained for each child, including multiple contacts and phone numbers. Provide a sample parent/emergency contact list from an existing program operated by the Contractor.

E. At a minimum, nutritional supplements are provided in the morning and afternoon, with appropriate consideration given to ethnic and cultural preferences and special diets. Lunch will be provided by parents, or, if the Contractor chooses, hot lunches may be catered:

1. Provide a sample snack menu for a period of one week.

2. If catered lunches are to be provided, include a sample menu for a period of one week, identify caterer, and estimated cost per child.

3. Describe how staff in the Infant Program will work with parents to implement individual infant care food service plans.

F. The program will be operated during the agreed-upon days and hours of operation:

1. The Center will provide child care services from 6:30 a.m. to 6:00 p.m., Monday through Friday. The Contractor may elect to close the Center on the following holidays:

   a. New Year's Day
   b. Martin Luther King, Jr. Day
   c. President's Day
   d. Memorial Day
   e. 4th of July
   f. Labor Day
   g. Columbus Day
   h. Veteran's Day
   i. Thanksgiving and the Friday after Thanksgiving
   j. Christmas Day

IV. Personnel

A. Selected personnel meet the requirements of this agreement and all relevant license and permit requirements:

   1. At a minimum, the Director shall hold or qualify for a Site Supervisor Permit issued by the Commission on Teacher Credentialing.

   2. Provide a complete list of all individuals/positions the Contractor has identified to be assigned to any part of this project. In the case of individuals currently employed by the Contractor, indicate:

      a. Individual's name and academic background, including college/university, major, and degree;

      b. Years of experience in child development and titles or functions held while accruing that experience; and

      c. Number of hours per week that the individual will work at the center, hourly or daily rate of pay, and assignments to be accomplished related to the Van Nuys Civic Child Development Center.

   3. Provide job descriptions for each position assigned to the Van Nuys Civic Child Development Center, including minimum qualifications and salary range.

   4. Describe a recruitment plan to identify and hire qualified staff for the Van Nuys Civic Child Development Center.

B. A Professional Development Program is implemented to foster best practices in the program, which includes all staff:

1. Describe how the Professional Development Program will be developed and implemented, including efforts to facilitate on-site training and continuing education.

2. Describe how the organization will ensure that all staff will be certified in Cardio/Pulmonary Resuscitation (CPR) and First Aid, and will maintain that certification.

C. At least six (6) staff meetings will be conducted each year:

1. Provide a schedule for staff meetings. If meetings are conducted during program day, describe how supervision of the children will be maintained. If meetings are conducted outside of the workday, indicate if staff will be compensated for this time.

2. Provide at least two sample agendas for a staff meeting.

D. Compliance with all nondiscrimination laws and regulations applying to child care services and employment:

1. Indicate the date by which the Van Nuys Civic Child Development Center Personnel Handbook will be completed, who will receive copies, and the process and schedule for updating the document.

2. Provide a sample Personnel Handbook from an existing program.

E. Complete the following attachment:

1. Staff Turnover Rate, Attachment E.

F.

V. Emergency Procedures

A. Policies and procedures will be developed, maintained, and implemented in the event of emergencies and/or disruptive occurrences (earthquake, fire, flood, etc.). These procedures should supplement the "Disaster and Mass Casualty Plan" required by Child Care Facility Licensing Regulations (CCR), Title 22.

VI. Physical Plant, Equipment, and Supplies

A. The facility, as described in this document, will be operated under a rent-free lease agreement between the County and the Contractor. The County will be responsible, unless otherwise noted in this agreement, for the cost of maintenance, servicing, and repair of the facility grounds, and the fixed equipment of the building, such as air conditioning, electrical, plumbing, and heating systems. Additionally, the County will be responsible for the surrounding masonry walls, fences, and gates.

B. The County agrees to provide janitorial services, up to $20,000 per year. The County will also provide the following costs:

1. Utilities
   a. Water
   b. Gas
   c. Electricity

2. Services
   a. Exterminator services
   b. Blacktop maintenance
   c. Structure and fixed equipment maintenance and repair
   d. Landscape
   e. Exterior and interior painting of the building
   f. Signage indoor and outdoor
   g. Fire extinguisher equipment and maintenance

3. Furnishings/Equipment
   a. Stacked washer and dryer
   b. Microwave in the Infant Area
   c. Oven (Kitchen)
   d. Microwave (Kitchen)
   e. Reach-in refrigerator (Kitchen)
   f. Dishwasher (Kitchen)
   g. Garbage disposal in the three compartment sink (Kitchen)
   h. Outdoor play structures
   i. Built-in cubbies (Children's storage in individual classrooms)

C. Contractor will be responsible for:

1. The installation and maintenance of the center's telephone system.

2. Establishing and maintaining a child care facility that is clean, safe, secure, and comfortable. The facility should also be a pleasant and creative environment for children.

   a. Describe how custodial services will be maintained at least at the level of requirements outlined in CCR Title 22.

3. Establish and maintaining an ongoing system for maintenance and repair of all equipment used by the Center, including cleaning and deodorizing.

4. Describing how the Contractor will ensure the timely notification to the Administrative Liaison regarding repair and maintenance of the facility, grounds (excluding the play yard) and fixed equipment of the building.

5. Describing how the contractor will ensure the maintenance and repair of all other items.

D. The Contractor will establish and maintain a system to assure maintenance of an adequate inventory of supplies to permit activities as scheduled.

1. Describe system to assess and maintain an adequate inventory of consumable supplies, materials, and equipment.

E. The Contractor will provide diapers and/or food as needed, i.e., when a parent fails to provide an adequate supply. This does not preclude an arrangement for the user parent(s) to replenish the supply or reimburse the Contractor. The user-parent(s) will be responsible for providing food for their infant and/or lunches for their children.

1. Describe the Contractor policies for replenishing diapers and/or food supplies.

F. Obtain and maintain First Aid supplies that meet or surpass the requirements set out in CCR Title 22, Section 101226 (d):

1. Describe process used to ensure that required First Aid supplies will be maintained at all times.

G. Notify when necessary, the Administrative Liaison or other authorized designee, when County action is needed to comply with a responsibility that the County has agreed to assume regarding the facility, equipment, utility services, or other service identified in the Agreement.

VII. Proposed Budget

A. Start-up Budget – Attachment A.

B. Projected Annual Budget Year 1 – Attachment B.

C. Projected Annual Budget Year 2 – Attachment C.

D. Child Care Operation Experience – Attachment D.

E. Staff Turnover Rate – Attachment E.

F. Salaries and Benefits – Attachment F.

Part 4: Proposer's Qualifications

Child Care Resource Center meets all of the minimum requirements stated in Section 1.3.1. of RFP #R1-05.

- CCRC has operated licensed Head Start centers since 1994 (See Section 4 for a copy of our licenses). We are currently serving 502 pre-school children and their families a year. We also operate a licensed family child care network serving infants through school-age children, a licensed family child care network for First 5 LA School Readiness Initiative for an educational/enrichment experience for children 0 – 5 years old, and a LAUP family child care Hub with preschool enrichment for four year olds (Section 1.3.1.1).
- CCRC has never been fined by the CDSS/CCLD for a deficiency. (Section 1.3.1.2)
- CCRC has passed all annual health and fire inspections (see Section 4). (Section 1.3.1.3)
- CCRC meets or surpasses a Title 5 staff qualifications and staff-to-child ratios at our existing Head Start Centers. Our 3-5 year old classrooms maintain a teacher/child ratio of 1:17 and adult/child ratios of 3:17.

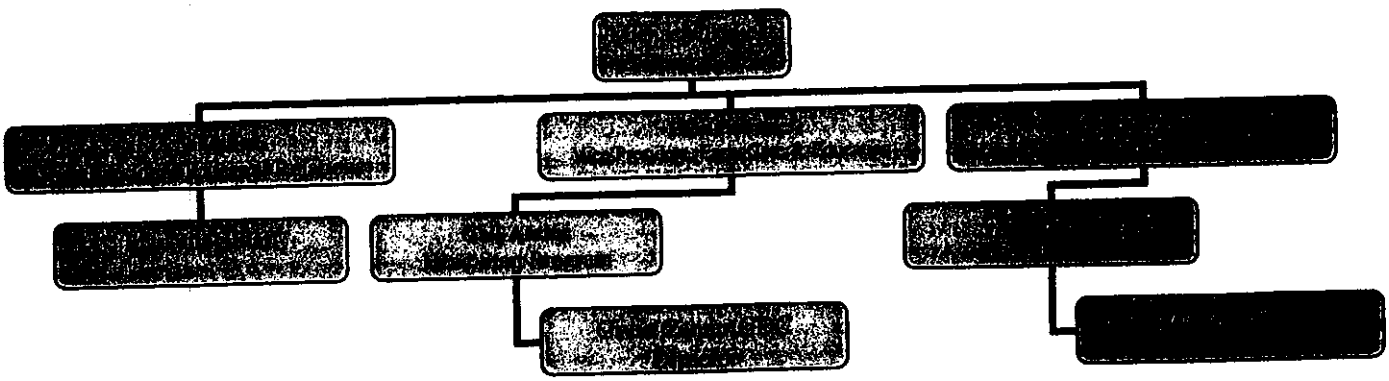
2.7.4.1: Proposer's Background and Experience

Describe how the Proposer is adequately staffed and trained to perform the required services, or demonstrate the capability for recruiting such staff.

CCRC will be adding this center to the oversight of the Head Start Program Director Gail Archie. Gail has more than 27 years of early childhood experience. She was a classroom teacher, special needs coordinator, assistant director and director for head start programs. Gail's work as a director for CCRC began 8 years ago and she maintains an exemplary program, meeting all federal, state and local requirements. As a Liberal Studies graduate with a minor in Child Development, Gail achieved her leadership and supervision skills through professional development with various training, workshop and conference opportunities and with direct hands-on experience. Ms. Archie is supported in her work by the management of CCRC, including our Fiscal Department Manager, Vera Hogan, our External Relations department for marketing, and the Vice President of Early Care and Education. We will hire a full-time Center Director to begin work as soon as awarded the project, and a Project Manager to equip the classrooms.

2.7.4.1.2. Include an organization chart detailing actual management and project staff by classification and assignment.

Below is a simplified organization chart showing the staff who will be directly involved in this project. CCRC has a staff of 380, with 80 of those working for the Head Start program either as teaching staff or family support. The CCRC External Relations and Fiscal Departments will be closely involved in this project.



2.7.4.2 Proposer's References

See Part 9 for Required Forms Exhibits 7 and 8.

2.7.4.2.1 Reference information:

Here is a listing of all current and previous contracts/agreements within the past three (3) years for the same or similar services with County, other governmental agencies, or the private sector in related areas or similar services. This information should identify each contract/agreement by company/ department/agency name, address, telephone number; contact person and title; the annual dollar amount; and describe what services are/were provided and during what period/term.

1. Los Angeles County Office of Education (LACOE) Head Start Delegate; serve 502 children and families at five child care centers.
    a. Contact: Carolyn Mangrum, Interim Director
       10100 Pioneer Blvd.
       Santa Fe Springs, CA 90970
       (562) 401-1742
       Annual dollar amount: $3,800,000
    b. Contact: Donna Iwagaki, Consultant
       (310) 809-4355
2. Los Angeles County Department of Public Social Service: Alternate Payment for Stage 1 Child Care services.
    a. Contact: Sheri Lewis, Director
       Child Care Program Section, DPSS
       3220 Rosemead Blvd., El Monte, CA. 91731
       (626) 927-5400
       Annual dollar amount: $12,000,000 (80% paid out in child care payments)
3. First 5 Los Angeles: School Readiness Initiative
    a. Contact: Sara Maranowicz, Program Officer
       First 5 Los Angeles

750 N. Alameda St., Los Angeles, CA. 90012
(213) 482-7557
Annual dollar amount: $1,200,000

4. California Department of Education: Resource & Referral, Alternate Payment for CalWORKS and AP/FBG child care subsidies, Family Child Care Network.
   a. Contact: Richard Miller, Program Officer
      California Department of Education, Child Development Division
      1430 N Street #6308, Sacramento, CA. 95814
      (916) 319-0800
      Annual dollar amount: $70,000,000 (80% paid out in child care payments)
5. Los Angeles Universal Preschool: Family Child Care Hub
   a. Contact: Jennifer Chung or Kathryn Schreiner, Program Officers.
      Los Angeles Universal Preschool
      6076 Bristol Parkway, Suite 106, Culver City, CA 90230
      (310) 568-9430
      Annual dollar amount: $92,000

A description of current and potential commitments:

CCRC currently has a grant from Prudential Foundation of $120,000 over three years to continue the successful Careers in Early Childhood Program. This program takes students who are mono-lingual Spanish-speaking and interested in a career in early childhood education through enrollment in English as a Second Language classes, and classes towards their teaching assistant or teacher credential. CCRC recruits from the Pacoima area, mentors students through the enrollment process, pays for books and tuition that is not covered by any other funding source. This program will support the Van Nuys Civic Center CDC through providing trained and supervised interns to work in the classroom.

Prior to our current grant from 1st 5 LA we had a program that brought child development experts into the homes of beginning, licensed, family child care providers. That program ended in 2001 after three years. Evaluation research showed that those providers who were visited for 18 months did show an improvement in their FDCERS scores. We have continued this successful van program on a smaller scale.

CCRC is planning to look for funding to increase the number of families served through the Parents as Teachers component of the School Readiness Initiative (SRI), funding for dental care for low income children, and job counseling for the parents in the subsidized child care programs. We are also looking to expand the number of children served in our Head Start, and to purchase or operate child care centers in addition to Head Start. None of these efforts will adversely impact the Van Nuys Civic Center CDC.

CCRC Head Start, funded through Los Angeles County Office of Education provides comprehensive services; health, mental health, nutrition, child development, family and disabilities service to 502 children and families in Van Nuys. As a delegate agency, CCRC is applies for more than $3.6 million dollars annually for the program which includes five center based locations and a central kitchen. Meals and snacks are provided with funding through USDA, California Child Food Program. A staff of 80 ensures quality services that meet all federal, state and local requirements.

2.7.4.2.2 Financial Capability See Section 3

Part 5: Proposer's Approach to Statement of Work/Client Fee Schedule

I. STATEMENT OF WORK:

Administration

Every effort will be made to ensure that appropriate licenses are in effect by the requested date of August 31, 2005. However, it must be noted that in order to get a license from Community Care Licensing Division (CCLD) the building must be completed, all indoor and outdoor areas completed and equipment and furniture in place. A walk thru and final approval by CCLD is the last step. CCRC will complete all tasks as indicated on the following chart.

Licensing timeline

Task	Date completed	Person Responsible
CCLD components attended by appropriate staff	November, 2004	Program Director Center Director
Application submitted to CCLD	August 15, 2005	Program Director
Set-up classroom environments	August 15, 2005	Center Director
Contact health department and Fire Marshall for Approvals	August 15, 2005	Center Director
Final walk-thru Evaluations by CCLD	August 25, 2005	Center Director Program Director

1. CCRC has current staff that has completed all CCLD Components and will be able to qualify to submit the application within required timelines. As soon as the building has been completed an advance review will be requested by CCRC of the CCLD monitor. To complete the entire process, CCLD must receive Fire Marshall clearance.

2. Compliance with CCLD will be ensured by ongoing monitoring by Center Director and Program Director. In the event that an issue arises which requires action to maintain the license it will be addressed expediently. See Section II. Quality Control, B.1 for more detail.

3. Policies and Procedures

a. Policy and procedures will be developed by August 15, 2005. They will be submitted to the Advisory Committee for final approval. Policies and procedures will be provided to all enrolled parents, the Advisory Committee and program staff. To ensure policies and procedures are appropriate and current, annual review will be completed by August 31st.each year. Revisions may be made during the program year if indicated.

b. See attached policy and procedure manual "Parent Handbook" used by CCRC Head Start in Section 4.

Reports to Administrative Liaison and Advisory Committee

The Center Site Director will report to the Head Start Program Director. The on-site back up for the Center Director will be a head teacher.

The Center Director will provide monthly reports to the Program Director, which will include all CCLD reports, staff issues, parent concerns, program updates and schedules. Corrective action plans, which indicate timelines, will also be submitted. This information will in turn be sent to the Vice President, Early Care and Education. Review of all documents will be completed by the Program Director month to month to ensure all tasks are completed accurately and timely. All health and safety issues will be completed immediately and then reported to Program Director.

The Center Director will meet with the Advisory Committee on a scheduled basis as determined by the Committee. This Committee will provide support, guidance and make suggestions to improve the program quality. Center Director will provide information about the program goals and objectives and together they will address appropriate issues and concerns regarding program services. It will be the responsibility of the Program Director that the Advisory Committee is provided all pertinent information they will need to make an evaluation of the program success including all program reviews, child outcomes data, NAEYC accreditation, parent concerns, program policies and procedures, fees, scholarship policy and procedure and others.

2.7.5.1 Client Fee Schedule:

CCRC has determined the weekly, full-time fees by conducting an analysis of the current rates being charged in the Van Nuys area by comparable centers, and the amount needed to provide the quality teaching staff and curriculum we believe best meets the needs of children and families. Parents will be billed on a monthly basis with fees collected at the beginning of the month of service. Parents will pay a monthly rate regardless of absences or vacations. The Year 1 rates we will charge are: Infants: $800, Toddlers: $800, Preschool: $750, and Kindergarten: $790.

Year 2 rates will be: Infants: $825, Toddlers: $825, Preschool: $775, and Kindergarten: $800.

Financial Records

Will be maintained by the Fiscal Department of CCRC. Using general accounting principles the annual and monthly budgets will be made available to the Administrative Liaison and Advisory Committee at the end of one fiscal year in preparation for the next, and quarterly for year-to-date information. CCRC has experience with this type of reporting for all of its state and county contracts.

Recruitment plan:

With the support of the Advisory Committee CCRC staff will recruit potential families through (but not limited to):

- Open houses before and after work, and during lunch hours
- Pay check stuffers - brochures about the program

- "Meet the Director" tables in the lunch rooms of the various offices
- Articles in employee newsletter
- Article in the CCRC Perspectives newsletter which is read by 35,000 people
- Table on the plaza
- See Section 5 for current promotional materials used by CCRC.

II. Quality Control

Teacher-Child Ratios:

Teacher-to-Child Ratios	Teacher	Children
Infants (birth – 18 months)	1	4
Toddlers (18 – 30 months)	1	6
Preschool (2 ½ - 5 years)	1	10
Kindergarten	1	12

Staff-to-Child Ratios	Teacher	Children
Infants (birth – 18 months)	3	12
Toddlers (18 – 30 months)	2	12
Preschool (2 ½ - 5 years)	2	17
Kindergarten	1	12

Minimum qualifications for teaching staff:

- AA degree in Child Development
- State of California Child Development Teacher Permit
- One year experience with indicted age group (minimum 3 hours/day, 100 days)
- Infant-toddler training for infant-toddler classes (minimum of 3 units on hire)
- DOJ fingerprint clearance prior to beginning work with children
- 15 hours of health/safety, Infant CPR and First Aid
- Kindergarten teacher will be certified to teach kindergarten
- Kindergarten and four-year-olds teachers will have Bachelor's degrees.

Minimum qualifications for assistant teacher

- 6 units child development
- Works under direct supervision of teacher
- DOJ fingerprint clearance prior to beginning work with children
- 15 hours of health/safety, Infant CPR and First Aid

Minimum qualifications for Center Director

- BA degree in Child Development or related field
- One year experience as Center Director

- Fully qualified infant care teacher
- Three units administration or employee relations
- DOJ fingerprint clearance prior to beginning work with children
- 15 hours health/safety, Infant CPR and First Aid

B. System to assure continuation of all required licenses and permits is maintained: annual audit by administrative staff

Accreditation by NAEYC Plan:

Within three months of opening the center staff will begin the NAEYC Accreditation process. We would then be able to complete the process within the first year. Gail Archie, Program Director is a NAEYC Accreditation validator and will be able to guide the staff throughout the process.

III. SERVICE DELIVERY:

Educational philosophy and goals

CCRC will provide a quality child care program for infants through kindergarten age children which will encompass challenging activities to enhance each child's physical, cognitive, social and emotional growth and development. Parents are the prime educator of their child and CCRC will promote the involvement of parents to build on each child's strengths and meet each child's needs. The program will be enhanced with the cultural diversity of the service area and county employees enrolling children in the program. Racial, cultural and linguistic diversity is the reality and we will work toward supporting children who can live and work together respectfully and equitably.

Curriculum

Education and Early Childhood Development: CCRC will use the *Creative Curriculum* model for infant, toddler and preschool curriculum. *WestEd, PITC* trainers are on staff and will provide ongoing support and professional development for infant-toddler staff. Preschoolers will be introduced to the school readiness program *First Class,* provided by California Department of Education, Child Development Division. Kindergarten curriculum will include the State of California, Department of Education Curriculum.

CCRC recognizes the importance of attachment in the very early years. The bond an infant establishes during the first years of life provides the basis for all learning. Group care that supports the child's attachment to a special caregiver and small group of child's over time promotes the child's health growth and development. Intimacy can be best experienced when relationships are given the opportunity to grow. Continuity of care provides the cornerstone during the rapid developmental changes of the first three years of life. When children and a caregiver have been together for a while the caregiver can more easily understand the child's cues. The early building of a relationship with a young infant makes the caregiver the perfect person to provide a secure base for the developing child. The relationship established between the caregiver and the child will be secondary to the bonds built between parent and child. The parent will be the primary caregiver and the relationship developed between the

caregiver and parent over a period of time will establish a continuing learning and growing environment for the child.

Infant and toddler programs will be flexible and children will create their individual schedules for sleeping and activity. As the year advances, staff will encourage through extension of activities a more defined schedule for indoor activity, outdoor play, eating and sleeping patterns. If parents request a fixed schedule their request will be implemented as closely as possible. Diapering will be done in a specific area and will be a very positive experience for the child.

Techniques and strategies will be implemented to develop environments for infants and toddlers that will utilize space for optimum learning opportunities that will include:

- Safety
- Movement
- Comfort
- Health
- Child size
- Choice
- Flexibility
- Convenience

Areas will include:

- Peer play areas
- Quiet areas
- Independent play space
- Rest and sleeping areas
- Diapering/toileting, washing up, tooth brushing
- Feeding and food preparation areas
- Storage and shelves

Both indoor and outdoor environments will include developmentally appropriate furniture, play equipment and materials. Activities will be planned to challenge and encourage each child to build on their individual strengths. Activities to promote curiosity and stimulate the senses will be provided incessantly.

Language, literacy and numeracy development will be supported through the use of a variety of activities and strategies. As an integral part of the daily routine, children will have ample time to talk to each other in the language of their choice. Children will have many opportunities to tell stories, title or caption their art work, sing songs they have learned at home and school, describe their block constructions, tell what happened to them and use increasingly complex vocabulary. Program staff will model appropriate language and vocabulary in their conversations with children. Children will be encouraged to consolidate new concepts and skills through a curriculum that integrates all learning areas. Children will have the opportunity to develop phonemic, print and numeracy awareness through the use of:

- Writing materials
- Counting materials
- Computer programs
- Manipulatives
- Songs
- Stories
- Games
- Dramatic play

Books, which will be used throughout the curriculum to increase children's receptive and expressive vocabulary, help children recognize words as a unit of print,

help children associate sounds with written works, allow children to develop and demonstrate an appreciation of books and the written word, demonstrate the use of language to communicate for various purposes, alphabet and corresponding sounds and increase literary awareness.

Physical growth and development will be promoted through an indoor and outdoor program. Indoor activities include equipment that children can rearrange such as housekeeping furniture, a block area, props with which children can manipulate and build movement, dance, marching, relaxation and other whole body movements. Outdoor activities include riding toys (bikes, wagons), balls, hoops, sandbox or sand table, water table and utensils for pouring, squirting, dumping and measuring, climbing equipment, and other planned games and activities to enhance gross motor skills.

The educational program will support children's learning about health, nutrition and mental health concepts through the use of cooking activities, dramatic play, stories, art and science activities. The program will include activities, materials and equipment that promote the development of fine motor skills such as:

- Cutting with scissors
- Puzzles
- Playdough
- Painting with various tools (brushes, q-tips, etc.) and media
- Finger painting
- Drawing with different sizes of crayons and markers
- Stringing beads
- Construction toys
- Small manipulative materials
- Collage materials
- Cooking activities

Admission procedures

Children will be enrolled in the program and may begin attendance once all criteria have been met. Department of Social Services, Licensing requirements include:

- Current physical and immunization documentation
- Information regarding allergies and other medical conditions
- Authorization for emergency treatment and list of people who can take the child.

Receiving and releasing children

Children will be brought to the classroom and signed in/out by a parent or guardian on record. Signing in will include the date/time and name of person leaving or taking child. Parents will provide a list of people authorized to drop off and pick up child(ren). Children will not be released to anyone unless they have been authorized by parent and can provide a picture identification if they are unknown by staff. Children will not be release to anyone under the age of 18 years unless they are the parent.

Snacks and meals

Children will be provided breakfast if they arrive prior to 8:30 am. Snacks will be provided to all children as scheduled in the morning and again in the afternoon. Lunch will be provided by the parent and served by staff as scheduled.

Days of operation

Child Care services will be provided from 6:30 am to 6:00 pm., Monday through Friday. The center will be closed the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- 4th of July
- Labor Day
- Veteran's Day
- Thanksgiving Day and the Friday following
- Christmas Day

IV. PERSONNEL

See Section 6 for job descriptions.

Year 1:

Salary + Benefits Staff	#	Monthly salary	% Time	Salary
Infants 6 weeks - 18 m				
Teacher I - AA	2	$ 2,532.00	100%	$ 60,768.00
Toddlers 18 – 30 m				
Teacher I - AA	2	$ 2,532.00	100%	$ 60,768.00
Preschool				
Teacher II - BA (k & 4)	1	$ 2,667.00	75%	$ 24,003.00
Teacher I - AA	3	$ 2,532.00	100%	$ 91,152.00
			[redacted]	
Asst. Teacher/Aide (infants)	3	$ 2,200.00	100%	$ 79,200.00
Asst. Teacher (kdgn)	2	$ 2,200.00	80%	$ 42,240.00
Asst. Teacher/Aide (PS)	5	$ 2,200.00	100%	$ 132,000.00
	18			
			29%	[redacted]
Site Director	1	$ 3,000.00	100%	$ 36,000.00
Sr. Clerk Typist	1	$ 2,058.00	100%	$ 24,696.00
Nutrition Aid	1	$ 2,094.00	100%	$ 25,128.00
Department Director	1	$ 5,000.00	10%	$ 6,000.00
Fiscal	1	$ 3,000.00	5%	$ 1,800.00
Purchasing	1	$ 2,667.00	5%	$ 1,600.20

[redacted]

Year 2:

Salary + Benefits Staff	#	Monthly salary	% Time	Salary
Infants 6 weeks - 18 m				
Teacher I - AA	2	$ 2,532.00	100%	$ 60,768.00
Toddlers 18 – 30 m				

Teacher I - AA	2	$	2,532.00	100%	$	60,768.00
Preschool						
Teacher II - BA (kdgn & 4s)	2	$	2,667.00	70%	$	44,805.60
Teacher I - AA	4	$	2,532.00	100%	$	121,536.00
[redacted]						
Asst. Teacher/Aide (infants)	3	$	2,200.00	100%	$	79,200.00
Asst. Teacher (kdgn)	2	$	2,200.00	80%	$	42,240.00
Asst. Teacher/Aide (PS)	6	$	2,200.00	100%	$	158,400.00
	21					
				29%		[redacted]
Site Director	1	$	3,000.00	100%	$	36,000.00
Sr. Clerk Typist	1	$	2,058.00	100%	$	24,696.00
Nutrition Aid	1	$	2,094.00	100%	$	25,128.00
Department Director	1	$	5,150.00	10%	$	6,180.00
Fiscal	1	$	3,090.00	5%	$	1,854.00
Purchasing	1	$	2,747.01	5%	$	1,648.21
[redacted]						

Staff recruitment plan

Staff recruitment plan will include job postings at all Community Colleges, CSUN, newspaper advertising.

Professional development program

When staff is hired there is a period of two to three weeks in which DOJ fingerprinting is being completed. New hires will attend program orientation at the main office during this waiting period. There will be five professional development days calendared during each fiscal year for staff. All teaching staff will be required to have and maintain Infant CPR and First Aid certification.

Staff meetings will be held on a weekly basis during nap times. Center Director will meet with one teaching team each day for at least an hour, allowing for coverage of napping children by staff from other classes. This will ensure ratios are maintained at all times.

Individual classroom meetings will include: Discussion regarding progress of children, parents, concerns, questions, informing of child's progress, Staff interaction and planning, Daily lesson plans and individualization, Classroom management.

In addition all staff meetings will be held on a monthly basis in the evening. Scheduling will take into account overtime or flexing schedules of staff on a rotating basis to make up for additional meeting time. Agenda will include: Discussion about facility issues, Planning to utilize and share space, Working with parents, OSHA training, Curriculum, Working with difficult children.

A. Compliance with all non-discrimination laws, sample See Section 6 for Personnel Handbook.

V. Emergency Procedures

See Section 6 for document.

VI. Physical Plant, Equipment, and Supplies

Telephone: service provided by Desert Com, CCRC's current provider. Phones will be in each classroom.

Custodial: a full-time position of housekeeper and nutrition aid will do the day to day cleanup, with a custodian funded by the County.

Equipment: maintenance and replacement will be done as needed, with an annual review for equipment replacement.

Assess & maintain adequate inventory of consumable supplies

Each classroom teacher will be responsible for ordering supplies for their classroom, with oversight by the center director.

Diapers & food

Diapers and formula will be provided by the parents. An adequate emergency supply will be kept in each classroom. Snacks and meals will be included in the fees for the children eating solid foods.

First Aid supplies

Each classroom teacher will be responsible for monthly reviewing and ordering supplies for their classroom, with oversight by the center director.

Agreement & communication with Administrative Liaison

The center director will have monthly meetings with the Administrative Liaison.

VII. Proposed Budget:

Start-up: The start up budget includes $25,000 income from CCRC's unrestricted funds, in-kind allocations of CCRC staff, and $50,000 funding from the County. The funds will be used to equip the classrooms, play yards, recruit families, recruit and train staff.

Year 1: It is our experience that it takes about 90 children to fully fund a center. Though this RFP identifies 70 children of different ages we believe the dimensions of the classrooms provided to Proposer's, the best teacher:child ratios, and number of children per room allowed by licensing and to have a quality experience for children we are budgeting for 80 children in the first year using existing classrooms, and 90 children in the second year using room identified as "Staff" as the kindergarten room. The first year the income from fees will not cover the costs of the center, and we will have to fund raise to make up the difference. The second year we propose to continue to fundraise, and to become a LAUP site.

In Year One we propose the following:

- 12 infants, with a teacher:child ratio of 1:4.
- 18 toddlers, with a teacher:child ratio of 1:6. The square foot capacity of this room would allow for 28 toddlers according to CCL regulations. However, we believe this would make the room too crowded. It can hold more then the 12 children noted in the RFP and still provide a quality experience for the children.
- 28 preschool age children in the preschool room with a teacher:child ratio of 1:10.
- 22 older 4 year olds and kindergarten age children in the kindergarten room with a teacher:child ratio of 1:7.5. In the first year of operation we believe it will be difficult to fill this classroom with kindergarten children. The CCL square feet per child does not apply to kindergarten. However, we believe that this room can hold a mix of older preschool children and kindergarteners, with a teaching staff that includes a certified kindergarten teacher, and provide a quality experience for all of the children.

Year 2: We propose to care for 90 children using the currently identified "Staff" room as a kindergarten classroom.

- Infant and Toddler class will remain the same.
- Both preschool classrooms will have 24 children with a ratio of 1:8. The four-year-old class teacher will have a BA.
- Staff room becomes a kindergarten with 12 children with a ratio of 1:12. The teacher will have a BA.

VIII: Attachments "A" through "F" See Section 7

- Attachment A: Start-up Budget
- Attachment B: Projected Annual Budget Year 1
- Attachment C: Projected Annual Budget Year 2
- Attachment D: Child Care Operation Experience
- Attachment E: Staff Turnover Rate
- Attachment F: Salaries & Benefits

VIIII. CLIENT FEE SCHEDULE SEPTEMBER 2005- AUGUST 2006

[illegible]	[illegible]
Infants: 6 weeks – 18 months	$800
Toddlers: 18 – 30 months	$800
Preschool: 2 ½ - 5 years	$750
Kindergarten:	$790
Related Fees	[illegible]
Registration: __X__ Annual _____ One-time only	$125
Materials: ____ Annual _____ One-time only	$
Summer Program: ____ Annual _____ One-time only	Same as above
Late Pick up: (how assessed and amount) $5 for every five minutes after scheduled pick up time.	$
Other:	$

Part 6: Proposer's Quality Control Plan

The Center Director and Program Director will complete ongoing monitoring on a monthly basis. The current Head Start program uses a systems based monitoring process which requires file reviews, child observations, daily lesson plan and individualization, facility assessment for health, safety and developmentally appropriate materials, supplies and activities. Annual evaluation of the program will be completed with a team approach using Early Childhood Environmental Rating Scale (ECERS), Program Administration Scale (PAS) and Infant-Toddlers Environmental Rating Scale (ITERS). We will plan on involvement of Advisory Committee participants by providing them with training to complete the process. The Center Director and the Program Director will complete staff Annual Performance Evaluations. These will include career development goals for all employees.

A customer satisfaction survey will be conducted with the families once a year, with recommendations for improvement reviewed with the Advisory Committee. Implementation of an action plan will be undertaken as soon as possible.

Compliance Plan

Annual review of this agreement with Advisory Committee and staff along with all State and local requirements will ensure compliance with this agreement and all regulatory requirements.

Continuity of Services See Section 6 (Emergency Procedures).

Confidentiality

All client information/County records will be kept in a secure database, accessible to only those employees with the appropriate access rights. CCRC has all the necessary computer safety features in place for our current client files. Paper files will be kept locked in the center office, accessible only to the director, administrative assistant, and appropriate teaching staff.

Part 7: Acceptance/Exception to Terms and Conditions in Sample Contract

Child Care Resource Center accepts all the terms and conditions of the sample contract. We currently have two other contracts with Los Angeles County agencies that contain these terms and conditions.

Part 9: Required Forms (see Section 8)

Part 9 must be entitled "Required Forms From Proposer" and shall contain the following forms, signed/dated where applicable. All forms are provided in *Section 8.*

Exhibit 1 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions

Exhibit 2 Certification of No Conflict of Interest Proposer must certify that no employee who prepared or participated in the preparation of this Proposal, is within the purview of County Code Section 2.180.010.

Exhibit 3 Familiarity with the County Lobbyist Ordinance Certification Proposer must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Proposer have and will comply with the ordinance during the RFP process.

Exhibit 4 Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form Proposer to complete and submit with Proposal.

Note: Proposer must already be certified as a Local SBE prior to proposal submission to be eligible to request the proposal be considered for the Local SBE Preference.

Exhibit 5 Proposer's EEO Certification Proposer must comply with EEO laws, regulations and policies.

Exhibit 6 Attestation of Willingness to Consider GAIN/GROW Participants Proposer to complete and submit with Proposal.

Exhibit 7 Prospective Contractor References

Exhibit 8 Prospective Contractor List of Contracts

Exhibit 9 Certification Form and Application for Exception from County's Jury Service Program Proposer to complete and submit with Proposal. If Proposer is requesting an exception to this program, submit all necessary documents to support the request.

Part 10: Last Page of Proposal (see Section 9)

Attachment A

Start Up Budget
For CCRC Van Nuys Civic Center CDC

Income:

Bank Loan	$	-
Gifts & Contributions	$	-
Other: CCRC Donation	$	25,000.00
LA County start-up	$	50,000.00
	$	75,000.00

		Cash		In-Kind
Expenditures				
Personnel				
Person who plans & implements start-up (Site Director 1FTE 6 weeks; Program Director, 10% 6 weeks)	$	4,500.00	$	2,000.00
Staff employed before children are enrolled	$	9,862.00	$	2,000.00
Fringe benefits	$	2,860.00		
Contract services and consultants	$	1,000.00	$	1,000.00
Lawyer				
Other				
Subtotal:	**$**	**18,222.00**	**$**	**5,000.00**
Supplies-Office				
Occupancy	$	525.00		
Telephone	$	140.00		
Other	$	200.00		
Subtotal:	**$**	**865.00**		
Furniture & Equipment				
Indoor equipment & furniture	$	35,000.00		
Outdoor equipment	$	5,000.00		
Initial Supplies	$	4,000.00		
Telephone installation	$	3,500.00		
Subtotal:	**$**	**47,500.00**		
Board and Parent meetings			$	300.00
License Fees	$	500.00		
Insurance	$	1,500.00		
Publicity	$	1,000.00		
Other				
Administrative overhead	$	5,520.00		
Subtotal:	**$**	**8,520.00**	**$**	**300.00**
TOTAL EXPENSES		[illegible]		[illegible]

Projected Annual Budget - Year 1
CCRC Van Nuys Civic Center CDC

Year 1

Income

Fees	Per child per year		Children		Total
Infants	$ 8,250.00	x	12	$	99,000.00
Toddlers	$ 7,500.00	x	12	$	90,000.00
Preschoolers	$ 6,000.00	x	28	$	168,000.00
Admission Fees (one-time fee)	$ 150.00	x	52	$	7,800.00
Overtime & other	$ 200.00	x	40	$	8,000.00
Fundraising				$	15,000.00
CCRC Contribution				$	100,000.00
[redacted]					

Expenses

Total Staffing Expenses	$	425,034.00
Percentage of total expenses		87%
Variable Operating Expenses		
Food	$	2,500.00
Art & Educational Materials	$	4,000.00
Furniture & Equipment replacemei	$	1,500.00
Inside F&E	$	750.00
Outside F&E	$	750.00
Professional Services	$	500.00
Janitorial Services	in staff line	
Laundry Services	in staff line	
Repairs & Maintenance	$	2,000.00
Maintence & other supplies	$	1,500.00
Total Variable Operating Expenses	$	12,000.00
Percentage of total expenses		2%
Fixed Operating Expenses		
Insurance	$	5,000.00
Telephone	$	3,000.00
Publicity and fund raising	$	2,000.00
Accounting & bookkeeping	in staff line	
Secretarial & copying	in staff line	
Postage & office supplies	$	2,500.00
Other:		
Training & Staff development	$	2,000.00
Administrative Expenses	$	36,000.00
Staff transportation	$	266.00
Total Fixed Operating Expenses	$	50,766.00
Percentage of total expenses		10%
Allowance for Contingencies		
Total Expenses:	$	487,800.00
	+/- $	-

Projected Annual Budget - Year 2
CCRC Van Nuys Civic Center CDC

Year 2

Income

Fees	Per child per year		Children		Total
Infants	$ 8,500.00	x	12	$	102,000.00
Toddlers	$ 7,750.00	x	18	$	139,500.00
Preschoolers	$ 6,250.00	x	48	$	300,000.00
Kindergarten	$ 1,500.00	x	12	$	18,000.00
Admission Fees (one-time fee)	$ 150.00	x	90	$	13,500.00
Overtime & other	$ 200.00	x	40	$	8,000.00
Fundraising/CCRC				$	100,000.00
[redacted]					

Expenses

Total Staffing Expenses	$	603,885.00
Percentage of total expenses		89%
Variable Operating Expenses		
Food	$	2,000.00
Art & Educational Materials	$	4,800.00
Furniture & Equipment replacemei	$	1,500.00
Inside F&E	$	750.00
Outside F&E	$	750.00
Professional Services	$	500.00
Janitorial Services	in staff line	
Laundry Services	in staff line	
Repairs & Maintenance	$	2,000.00
Maintence & other supplies	$	1,500.00
Total Variable Operating Expenses	$	12,300.00
Percentage of total expenses		2%
Fixed Operating Expenses		
Insurance	$	5,000.00
Telephone	$	3,000.00
Publicity and fund raising	$	1,000.00
Accounting & bookkeeping	in staff line	
Secretarial & copying	in staff line	
Postage & office supplies	$	2,500.00
Other:		
Training & Staff development	$	2,400.00
Administrative expenses	$	50,415.00
Staff transportation	$	500.00
Total Fixed Operating Expenses	$	64,815.00
Percentage of total expenses		10%
Allowance for Contingencies		
Total Expenses:	$	681,000.00
	+/- $	-

Child Care Center Operation Experience

Please provide your management experience in serving infant, toddler, and preschoolers. If necessary, make copies of this form:

Column A: List the name and address of the center and the name(s) of the employer(s), if an employer-related program.
Column B: Include the licensed capacity for the entire program.
Column C, E, G: List the licensed capacity and current enrollment for each group.
Column D, F, H: list the ratio of qualified teachers to children for each age group. If your program does not serve a particular age group or does note provide service, please indicate by noting "N/A."

[redacted]									
Woodman Head Start	120	N/A	N/A	N/A	N/A	100	1:08	10	no
5944/5939 Woodman/Buffalo									
Van Nuys, CA 91401									
Sherwood Head Start	74	N/A	N/A	N/A	N/A	66	1:08	10	no
7224 Woodley Ave.									
Van Nuys CA, 91406									
Valerio Head Start	41	N/A	N/A	N/A	N/A	34	1:08	9	no
15035 Valerio									
Van Nuys, CA 91405									
Lull Head Start	20	N/A	N/A	N/A	N/A	17	1:08	4	no
17551 Miranda Street									
Encino, CA 91316									

Abbreviations: Cap - licensed capacity; Enroll - enrollment; T/C - teacher to children ratio; NAEYC - National Association for the Education of Young Children

Staff Turnover Rate

Please provide information regarding site-specific employee turnover (inclusive of voluntary and involuntary terminations). Use the following matrix for each center you operate in Southern California (from Ventura to San Diego Counties). List information pertaining to centers that enroll infants, toddlers, and preschool children.

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Woodman Head Start	13	13	0	1	1	0
Sherwood Head Start	9	7	2	1	1	0
Valerio Head Start	5	3	2	1	1	0
Lull Head Start	3	3	0	1	1	0

PROJECTED ANNUAL BUDGET

SALARIES AND BENEFITS

Staff	SALARIES and		BENEFITS							
	Starting Salary	Proposed Average Salary	Paid Vacation	Paid Prep. Time	Health Insurance (copayment)	Dental Insurance (Copayment)	Life Insurance	Child Care Assistance	Continuing Education	**Flexible Spending Benefit**
Director	$32,000	$35,000			$840					$5,250
Assistant Director					$840					$0
Teacher	$28,000	$30,000			$840					$4,500
Aid	$24,000	$26,400			$840					$3,960
Administ. Asst.	$24,000	$25,000			$840					$3,750

Please describe any additional benefits your organization provides/offers to staff:

Flexible Spending Benefit:
allows for payment of CCRC group health, dental and life insurance premiums, and the reimbursement of medical, dental or child care expenses, on a pre-tax basis, in an amount equivalent to 15% of the employee's gross salary. Benefit money begins to accrue on the first day of the month following ninety (90) days of employment. Benefit money not used for the expenses listed above may be contributed to an approved retirement investment account or may be taken as taxable income.

Salary + Benefits Staff	#	Monthly salary	% Time	Salary
Infants 6 weeks - 18 m				
Teacher I - AA	2	$ 2,532.00	100%	$ 60,768.00
Toddlers 18 - 30 m				
Teacher I - AA	2	$ 2,532.00	100%	$ 60,768.00
Preschool				
Teacher II - BA (k & 4)	1	$ 2,667.00	75%	$ 24,003.00
Teacher I - AA	3	$ 2,532.00	100%	$ 91,152.00
[redacted]				
Asst. Teacher/Aide (infants)	3	$ 2,200.00	100%	$ 79,200.00
Asst. Teacher (kdgn)	2	$ 2,200.00	80%	$ 42,240.00
Asst. Teacher/Aide (PS)	5	$ 2,200.00	100%	$ 132,000.00
	18			
			29%	[redacted]
Site Director	1	$ 3,000.00	100%	$ 36,000.00
Sr. Clerk Typist	1	$ 2,058.00	100%	$ 24,696.00
Nutrition Aid	1	$ 2,094.00	100%	$ 25,128.00
Department Director	1	$ 5,000.00	10%	$ 6,000.00
Fiscal	1	$ 3,000.00	5%	$ 1,800.00
Purchasing	1	$ 2,667.00	5%	$ 1,600.20
[redacted]				

Salary + Benefits

Staff	#	Monthly salary	% Time	Salary
Infants 6 weeks - 18 m				
Teacher I - AA	2	$ 2,532.00	100%	$ 60,768.00
Toddlers 18 - 30 m				
Teacher I - AA	2	$ 2,532.00	100%	$ 60,768.00
Preschool				
Teacher II - BA (kdgn & 4s)	2	$ 2,667.00	70%	$ 44,805.60
Teacher I - AA	4	$ 2,532.00	100%	$ 121,536.00
			[redacted]	[redacted]
Asst. Teacher/Aide (infants)	3	$ 2,200.00	100%	$ 79,200.00
Asst. Teacher (kdgn)	2	$ 2,200.00	80%	$ 42,240.00
Asst. Teacher/Aide (PS)	6	$ 2,200.00	100%	$ 158,400.00
	21			[redacted]
			29%	
Site Director	1	$ 3,000.00	100%	$ 36,000.00
Sr. Clerk Typist	1	$ 2,058.00	100%	$ 24,696.00
Nutrition Aid	1	$ 2,094.00	100%	$ 25,128.00
Department Director	1	$ 5,150.00	10%	$ 6,180.00
Fiscal	1	$ 3,090.00	5%	$ 1,854.00
Purchasing	1	$ 2,747.01	5%	$ 1,648.21
[redacted]				

Exhibit B

CLIENT FEE SCHEDUE

The rates listed below reflect the proposer's client fee schedule to be utilized in the event that a contract is awarded. These weekly rates for full time care would be in place for at least 12 months, after which new fees could be negotiated with the Advisory Committee. Annual increases may not increase more than 3.5 percent per year. **The County is not responsible for payment of client fees. Contractor shall collect all fees directly from the client.**

Fee Category	Weekly Fee for Full-Time Care
Infants – 6 week to 18 months	$ 165.00
Toddlers – 18 to 30 months	$ 150.00
Preschool – 2½ through 5 years	$ 120.00

Year 1

Related Fees	Fee
Registration: X Annual ____ One–time only	$150.00
Materials: ___ Annual ____ One-time only	$
Summer Program: ___ Annual ____ One-time only	$
Late pick-up: Describe how fee is assessed and the amount.	$
Other: Please describe. Indicate the frequency for assessing fees.	$

Discount Options	
Multiple Child 5% discount for multiple	$ 5%
Other: Please describe.	

CONTRACTOR'S EEO CERTIFICATION

_____

Contractor Name

_____

Address

_____

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor 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 Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____

Authorized Official's Printed Name and Title

_____ _____

Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Lari sheehan
Title: Assistant Administrative Officer
Address: Chief Administrative Office
Service Integration Branch
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012
Telephone: (213) 893-2477
Facsimile: (213) 229-2738
E-Mail Address: lsheehan @cao.co.la.ca.us

COUNTY PROJECT MANAGER:

Name: Kathy Malaske-Samu
Title: Special Services Assistant III
Address: Chief Administrative Office
Service Integration Branch
Office of Child Care
222 S. Hill Street, 6th Floor
Los Angeles, CA 90012
Telephone: (213) 974-2440
Facsimile: (213) 217-5105
E-Mail Address: kmalaske@cao.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name: Sandra Lacey
Title: Court Administrator
Address: 14400 Erwin Street Mall
Van Nuys, CA 91401
Telephone: (818) 374-3166
Facsimile:
E-Mail Address: slacey@lassuperiorcourt.org

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

_____
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____

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

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____
_____

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

Name: _____
Title: _____
Address: _____
_____

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

Notices to Contractor shall be sent to the following address:

Address: _____
_____

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

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

F2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACT FOR

Child Care Center SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Child Care Resource Center
CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACT FOR
_____ SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "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 such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A 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 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 employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

EXHIBIT H

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.

EXHIBIT H

Sin pena.
Sin culpa.
Sin peligro.

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

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

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

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

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta 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.