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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 June 23, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

June 09, 2015

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

Dear Supervisors:

**RECOMMENDATION TO AWARD TEN
STAGE ONE CHILD CARE SERVICES CONTRACTS
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) is seeking approval of new three-year contracts with ten Alternative Payment Program (APP) agencies to provide Stage 1 Child Care Services (S1CC) to the County's California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WtW) participants. These agencies assist participants in obtaining child care services, so that participants can be actively engaged in required WtW activities. The current contracts with the APP agencies expire June 30, 2015.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS or her designee to execute contracts in substantially similar form as Enclosure I, with the ten APP agencies for the amounts indicated in Enclosure II for a term of three years, effective July 1, 2015 through June 30, 2018 at an estimated average annual cost of \$86,450,000. The estimated cost for the ten contracts for the three-year term is \$259,350,000. The cost of the contracts will be funded through the CalWORKs Single Allocation. FY 2015-16 funding for these contracts will be included in the Department's Fiscal Year (FY) 2015-16 Budget. Funding for future years will be included in the Department's budget requests.

2. Delegate authority to the Director of DPSS or her designee, to prepare and execute amendments to the S1CC contracts for: (1) instances which affect the scope of work, term, contract sum, payment terms, or any other term or condition in the contract; (2) additions and/or changes required by the Board or Chief Executive Officer (CEO); (3) changes to be in compliance with applicable County,

State, and federal regulations; or (4) increases or decreases of no more than ten percent of the operational/ administrative fee based on additional services or expanded contract requirements and funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director shall notify the Board within 10 business days of executing such amendments.

3. Delegate authority to the Director of DPSS or her designee, to prepare and sign amendments to the contracts to reassign coverage of service areas by zip code resulting from the termination, merger, or acquisition of an APP agency.

4. Delegate authority to the Director of DPSS or her designee, to provide each APP agency with up to three advance payments, one per fiscal year, to cover one month of operational/administrative costs and one-and-one-half months of direct child care costs. In the event direct child care costs increase at a rapid rate and the APP requests an additional advance in writing, the Director may provide one additional advance payment per fiscal year to cover up to one additional month of direct child care costs. The estimated advances for operational/administrative fees are \$1,876,000 per fiscal year, and the estimated advances for direct child care costs are \$7,187,000 per fiscal year. The County shall fully recoup all advances in the fiscal year in which the advance(s) are issued.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow DPSS to continue to provide vital child care services to the County's CalWORKs WtW participants. The services provided assist CalWORKs participants to engage in required WtW activities and/or employment and in achieving the goal of self-sufficiency. The APP agencies have provided S1CC services under contract with the County since December 1998, while also providing CalWORKs Stage 2 Child Care (S2CC) and Stage 3 Child Care (S3CC) services under contract with the California Department of Education (CDE). Contracting with these agencies allows CalWORKs WtW families to move from S1CC to S2CC or S3CC without a change in child care arrangements or APP agency. The transition is seamless to the participants and their children.

Under S1CC contracts, the APPs must: 1) ensure that the parent is provided with the necessary information and assistance to make an informed child care choice; 2) determine that the parent is eligible to receive child care services and the provider meets all eligibility criteria; 3) process the child care certification; and 4) make provider payments.

Seven APPs are also resource and referral agencies (R&Rs). The R&Rs assist parents by making immediate referrals to licensed child care providers with confirmed available open spaces and which meet the needs of the children and family.

Implementation of Strategic Plan Goals

This recommendation is consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

Costs are dependent on the number of families served and the number of children receiving care; the total cost of the contracts is estimated based on caseload. The contract costs are estimated to be an average of \$86,450,000 annually for a total of \$259,350,000 for three years. This includes an estimated average annual budget of \$21,790,000 for operational and administrative fees paid to the agencies for case management, co-located staff and outreach activities, and an estimated average annual budget of \$64,660,000 for direct cost of child care provided to children of CalWORKs WtW participants. The cost of the contracts will be fully funded by CalWORKs Single Allocation. No additional net County cost is required after the CalWORKs Maintenance of Effort is met.

FY 2015-16 funding for these contracts will be included in the Department's FY 2015-16 Budget. Funding for future years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Education Code 8350 requires three stages of child care services. Subsection 8351(a) of the same code requires county welfare departments to manage the first stage. Subsection 8351(e) allows counties to contract for any or all S1CC services. The S2CC and S3CC programs are under the administrative authority of the CDE. CDE directly contracts with the ten APP agencies for S2CC and S3CC. By contracting with the same agencies, CalWORKs WtW participants move from S1CC to S2CC or S3CC without a change in child care arrangements or APP agency. The transition is seamless to the participants and their children.

The County has contracted for S1CC services since December 1998. The current contracts went into effect on July 1, 2012 and expire on June 30, 2015. These contracts are not subject to Prop A contract requirements and, thus, are exempt from the Living Wage Ordinance.

The award of the contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations.

The contracts will continue to incorporate fraud prevention measures, including utilization of the Data Mining System. The contracts also include a provision regarding unspent funds to ensure the agencies utilize County funds for contracted services. Any unspent funds must be utilized to provide S1CC services as stipulated in the contract. Unspent funds not utilized as of December 31, 2017, and those accumulated thereafter, shall be repaid to County prior to the expiration of the contract.

County Counsel has reviewed the contract and Board letter. The contract was approved as to form by County Counsel. The proposed contractors are in compliance with all Board, CEO and County Counsel requirements.

CONTRACTING PROCESS

On July 14, 2014, the California Department of Social Services (CDSS) approved the Department's request to procure these contracts by negotiation.

The recommended contract was procured in accordance with CDSS regulations (Section 23-650.18), which allows for procurement by negotiation where unique circumstances are present. Contracts with these ten APPs are necessary for the seamless service delivery between Stages 1, 2, and 3.

There are no other agencies in Los Angeles County that can adequately perform this function (Enclosure III).

The contracts contain a Cost of Living Adjustment (COLA) provision that complies with the County's COLA policy.

Contract Performance

Under the current contracts, monitoring results for the most recent monitoring period indicated that the ten APP agencies were in substantial compliance with the contract requirements.

In the proposed contracts, the monitoring of the ten S1CC contracts will be performed on a quarterly basis. The contracts will address performance measures and specify monitoring activities that will be performed by DPSS staff. Monitoring of measurable outcomes includes: (1) the timeliness of the APPs' actions in approving child care; (2) the accuracy of the child care approval actions; (3) the accuracy and timeliness of child care payments; and (4) the timeliness in transferring S1CC families to S2CC or S3CC for child care services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will permit the uninterrupted provision of S1CC services to children of CalWORKs WtW participants. The recommended action will not infringe on the role of the County in relationship to its residents and the County's ability to respond to an emergency will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

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

Respectfully submitted,



SHERYL L. SPILLER

Director

SLS:vo

Enclosures

c: Interim Chief Executive Officer
Acting Executive Officer, Board of Supervisors
County Counsel

CONTRACT NUMBER: _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES



**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
STAGE 1 CHILD CARE SERVICES**

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

JULY 2015

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTOR'S NAME
FOR
STAGE 1 CHILD CARE SERVICES**

This Contract and Exhibits are made and entered into this ____ day of _____, 2015 by and between the County of Los Angeles Department of Public Social Services (DPSS), hereinafter referred to as County and _____, hereinafter referred to as Contractor. (Contractor's Name) is located at _____.

RECITALS

WHEREAS, (Contractor's Name) is qualified to provide the California Work Opportunity and Responsibility to Kids (CalWORKs) Child Care Resource and Referral (R&R) and/or Alternative Payment Program (APP) services as set forth hereunder and warrants that it possesses the competence, expertise, and personnel necessary to provide Stage 1 Child Care services such as referrals, orientation, case management, record maintenance, and reimbursements; and

WHEREAS, County finds it necessary to secure such professional child care services; and

WHEREAS, California Education Code Section 8350(b) provides that all three Stages of child care services be provided through a seamless system such that CalWORKs families experience no breaks in their child care services due to transition between the three stages of child care and only one bona fide source for the service exists; performance and price competition are not available; and

WHEREAS, pursuant to California Department of Social Services (CDSS) Purchase of Service Regulations Section 23-650.1.18, contracts may be negotiated without formal advertising when unique circumstances exist; and

WHEREAS, this Contract is further authorized by California Government Code Section 26227 and California Education Code 8351(e).

NOW THEREFORE, the parties hereto agree to the following:

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H-1, H-2, I, J, K, L-1, L-2, M, N, O, P, Q, R, S, T, U, V, W and X are attached to and form a part of this Contract.
- 1.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise between this Contract and Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving

precedence first to this Contract and then to the Exhibits according to the following priority:

- Exhibit A Statement of Work and Exhibits
- Exhibit B Contractor's Budget
- Exhibit C Contractor's Monthly Invoice
- Exhibit D Contractor's Final Fiscal Year Invoice
- Exhibit E County's Administration
- Exhibit F Contractor's Administration
- Exhibit G Stage 1 Child Care Felony Criminal Conviction Information Notice and Certification
- Exhibit H-1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transaction (45 C.F.R. Part 76)
- Exhibit H-2 Determinations of Contractor Non-Responsibility and Contractor Debarment
- Exhibit I Complaint of Discriminatory Treatment
- Exhibit J Contractor's Non-Discrimination In-Service Statement
- Exhibit K Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit L-1 Contractor Employee Acknowledgment and Confidentiality Agreement
- Exhibit L-2 Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- Exhibit M Certification of No Conflict of Interest
- Exhibit N Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit O Safely Surrendered Baby Law
- Exhibit P Charitable Contributions Certification
- Exhibit Q Contractor's EEO Certification
- Exhibit R Internal Revenue Notice 1015

- Exhibit S Familiarity with the County Lobbyist Ordinance Certification
- Exhibit T Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit U Revenue and Expenditure Report for Unspent Funds
- Exhibit V Civil Rights Complaint Flowchart and Training Report
- Exhibit W Jury Service Ordinance
- Exhibit X Auditor-Controller Handbook Exceptions

1.3 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 Subsection 8.1, Amendments, and signed by all parties.

2.0 **DEFINITIONS**

- 2.1 Acceptable Quality Level (AQL):** The maximum degree of deviation from the standard performance before County can invoke liquidated damages. An AQL does not imply that Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than standard performance may sometimes be unintentional.
- 2.2 Addendum to Extend ST1-05 Participant-Provider Services Application (ST1-05 Addendum):** A form used by the R&R/APP agency to extend the term of the CalWORKs Stage 1 Child Care Participant-Provider Services Application (ST1-05), for up to twelve (12) months or until any change occurs that may require a new ST1-05 to be completed.
- 2.3 Alternative Payment Program (APP) Agency:** The agencies that contract with County for Stage 1 Child Care (S1CC) services under this Contract and with the California Department of Education (CDE) for CalWORKs Stage 2 and Stage 3 Child Care services. In addition to other activities, the APP agency makes payments to other agencies and reimburses child care providers for the provision of child care and development services.
- 2.4 Appeals and State Hearings (ASH):** The section within DPSS that is responsible for representing the County at all State Hearing proceedings and for reviewing the appropriateness of the County's action or inaction with which a public assistance participant, including a S1CC participant, is dissatisfied.

- 2.5 Appeals and State Hearings Tracking System (ATS):** A County computer application that tracks information of public assistance participants, including S1CC participants, who have filed a request for a State hearing. ATS facilitates the exchange of information, between ASH and Contractor.
- 2.6 Applicant:** A person whose public assistance or S1CC application is pending.
- 2.7 Assistance Unit (AU):** A group of related persons living in the same household who have been determined eligible for cash aid through the CalWORKs program.
- 2.8 Board of Supervisors:** The governing body of the County of Los Angeles that enacts ordinances and establishes specific laws for the administration of County Departments and special districts.
- 2.9 Budget:** The document that details the Contractor's costs for providing services and is included in the Contract as Exhibit B. Included in the budget are the following:
- **Direct Costs:** Payroll, Employee Benefits (medical, dental, etc.), Payroll Taxes, Insurance (as required by this Contract), Applicable Taxes, Operational/Administrative and Other Costs as specified in the budget.
 - **Indirect Costs:** General Accounting/Bookkeeping, Management Overhead and Other Costs as specified in the budget.
 - **Total Cost to Contract Services:** The total cost of Direct and Indirect Costs.
- 2.10 Bureau of Administrative Services (BAS):** A bureau within DPSS responsible for the development, management, and monitoring of DPSS contracts.
- 2.11 Bureau of Program and Policy (BPP):** A bureau within DPSS responsible for the administration and supervision of the various public assistance programs, including CalWORKs, in the County of Los Angeles.
- 2.12 Business Days:** Business days are Monday through Friday, excluding County holidays.
- 2.13 Calendar Day(s):** Any and all days in a calendar month.
- 2.14 California Department of Education (CDE):** The California governmental agency which subsidizes the cost of Resource and Referral Stage 2 and Stage 3 Child Care services.
- 2.15 California Department of Social Services (CDSS):** A California state agency that administers many of the state social services programs. CDSS also subsidizes the cost of S1CC services.

- 2.16 Cal-Learn Program:** A program that provides case management and supportive services for teen parents up to the age of twenty (20), who are CalWORKs participants, and; have not obtained a high school diploma or equivalent, and; reside with his/her child in the same AU, or; are pregnant. Cal-Learn operates as part of the GAIN program.
- 2.17 CalWORKs Program:** A public assistance program that provides financial assistance including subsidized child care assistance, social services, and employment services to needy California families with dependent children. CalWORKs is the State of California's version of the federal Temporary Assistance for Needy Families (TANF) Program.
- 2.18 CalWORKs Stage 1 Child Care (S1CC):** The first Stage of CalWORKs child care services. S1CC is funded by CDSS and administered through counties pursuant to California Education Code Section 8351. CalWORKs participants may receive subsidized child care services in Stage 1 for a maximum of six months unless the family's Welfare-to-Work activity or employment is not stable or subsidized child care is not available in Stage 2 or Stage 3. Former CalWORKs participants may receive subsidized child care services in Stage 1 if child care services are not available in Stage 2 or 3.
- 2.19 CalWORKs Stage 1 Child Care Participant-Provider Checklist (ST1-10A):** A form used by the R&R/APP agency to request information/documents from the participant for determining initial and ongoing S1CC eligibility.
- 2.20 CalWORKs Stage 1 Child Care Participant-Provider Services Application (ST1-05):** A form completed and signed by the participant and child care provider. It is used by the R&R/APP agency to determine S1CC need and to approve and authorize child care services.
- 2.21 CalWORKs Stage 2 Child Care (S2CC):** The second Stage of CalWORKs child care services. S2CC is funded by CDE and administered by APP agencies contracting with CDE pursuant to California Education Code Section 8353. S2CC begins when child care is available through a local Stage 2 program and County determines that the family is in a stable activity or when a CalWORKs participant is transitioning off aid. Families may remain in Stage 2 for up to 24 months after cash aid has been discontinued.
- 2.22 CalWORKs Stage 3 Child Care (S3CC):** The third Stage of CalWORKs child care services. S3CC is funded by CDE and administered by APP agencies contracting with CDE pursuant to California Education Code Section 8354. S3CC begins when a funded space is available for CalWORKs Diversion payment participants and former CalWORKs participants who are employed and have exhausted their 24-month eligibility for Stage 1 and/or Stage 2 child care services after cash has been discontinued.

- 2.23 Child Care:** The care and supervision of a child as specified in the California Code of Regulations, Title 22, Division 12, Section 101152c(3).
- 2.24 Child Care Alliance of Los Angeles (CCALA):** A partnership of 10 community-based organizations working together to ensure the delivery of seamless, consistent and quality care in Los Angeles County. Member agencies provide child care, Alternative Payment (AP) and/or Resource and Referral (R&R) services throughout Los Angeles County. The Alliance assists in responding to county-wide issues, requests and concerns related to CalWORKs child care, and when appropriate, represents the 10 agencies on child care related issues.
- 2.25 Child Care Program Section:** A section within DPSS responsible for the administration of the S1CC Program, and the development and distribution of policy and procedures related to S1CC in the County of Los Angeles.
- 2.26 Child Care Provider:** A licensed provider [an individual or organization that has obtained a child care license, as specified in California Code of Regulations (CCR), Title 22, Section 1011.56] or a license-exempt provider [an individual who is not required to be licensed by CDSS], who provides direct child care services to one or more children. The child care provider is not considered an employee of the Contractor or the County.
- 2.27 Child Care Enhanced Referral:** The information given directly to a participant about a licensed child care provider who has a confirmed available opening and who will accept Contractor reimbursement for child care services.
- 2.28 Children with Exceptional Needs:** Children with intellectual disabilities, hearing impairments (including deafness), speech or language impairments, visual impairments (including blindness), serious emotional disturbance (also referred to as emotional disturbance), orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities; and who have either an active Individualized Education Plan (IEP) or Individualized Family Service Plan (IFSP) and are receiving appropriate special education/early intervention services. The IEP is obtained from the child's school district or Regional Center. The IFSP is obtained from the Regional Center.
- 2.29 Co-located Staff:** Contractor's staff who are located at, or visit, a DPSS District/Regional office or Refugee Employment Program (REP) office, to assist CalWORKs participants in establishing child care arrangements through the S1CC Program.
- 2.30 Community Care Licensing Division (CCLD):** The division within CDSS responsible for monitoring licensed facilities for compliance with laws and regulations by conducting orientation sessions for potential applicants, issuing or denying licenses, performing on-site facility visits, investigating complaints, and initiating or recommending enforcement actions against facilities.

- 2.31 Computing Devices:** Machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information.
- 2.32 Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work as set forth herein, including but not limited to Exhibit A, Statement of Work.
- 2.33 Contract Discrepancy Report (CDR):** A report used by the County Contract Administrator (CCA) to record contract information regarding discrepancies with contract requirements or problems with Contractor’s performance. If Contractor is not complying with contract requirements and/or Contractor’s performance is determined to be unsatisfactory, the CCA is required to forward a CDR to Contractor for its response.
- 2.34 Contract Management Division:** The division within DPSS responsible for the administration of this Contract.
- 2.35 Contractor Roster:** A listing of Contractor staff allocated to perform work under the S1CC Contract, which includes at a minimum, the full name and telephone number of each staff.
- 2.36 Contractor’s Authorized Official:** The individual designated in Exhibit F, Contractor’s Administration.
- 2.37 Contractor’s Manager (CM):** The individual designated by the Contractor to act as primary liaison with County and who is responsible for the overall management and coordination of this Contract, designated in Exhibit F, Contractor’s Administration.
- 2.38 Contractor’s Payment:** A payment made by County to Contractor for child care services as defined in Section 5.0, Contract Sum.
- 2.39 Co-Payment:** The amount the participant is responsible to pay, if he/she chooses a child care provider who charges a fee higher than the current maximum standard Regional Market Rate (RMR) ceilings. The co-payment is made directly to the child care provider and it is distinct from the family fee.
- 2.40 County Contract Administrator (CCA):** The individual designated by County with authority to act as outlined in Subsection 6.3.
- 2.41 County Contract Program Monitor (CPM):** The individual designated by County with authority to act as outlined in Subsection 6.4.

- 2.42 County Contract Section Manager (CCSM):** The individual designated by County with authority to act as outlined in Subsection 6.1.
- 2.43 Department of Public Social Services (DPSS):** The County of Los Angeles department responsible for providing social and financial services to eligible people. The Department is required by CDSS to provide S1CC services.
- 2.44 Direct Provider Payment (DPP):** The actual reimbursement issued by Contractor to a provider of child care services on behalf of participants who are in County-approved WtW or employment activities, based on the appropriate Regional Market Rate ceilings by considering the type of child care needed, the age of the child, and the time base (i.e., hourly, daily, weekly, or monthly).
- 2.45 Documentation:** Any document required to authorize child care services in any given case. These documents include, but are not limited to, identity documents, pay stubs, employment and/or training verification, Declaration of Exemption from TrustLine Registration and Health and Safety Self-Certification (the State's CCP 1) form, Health and Safety Self-Certification (the State's CCP 4) form, provider W-9 form, and in-home affidavit.
- 2.46 DPSS Child Care Program Manager:** Individual assigned to discuss any Child Care Program related questions and/or concerns.
- 2.47 DPSS Civil Rights Section (CRS):** The section within DPSS that is responsible for investigating civil rights complaints and for monitoring DPSS and its contracted and sub-contracted public contact offices for compliance with CDSS Division 21 Regulations according to Title VI of the Civil Rights Act of 1964, and Title II of the Americans with Disabilities Act (ADA) of 1990.
- 2.48 DPSS Director:** The Director of the County of Los Angeles DPSS or his/her Authorized Representative.
- 2.49 DPSS District Child Care Coordinator (District CCC):** A DPSS employee at a District office responsible for receiving the CalWORKs Stage 1 Child Care Request (ST1-01) from the Eligibility Worker, and forwarding the child care request to Contractor or Contractor's co-located staff.
- 2.50 DPSS District/Regional Offices (DRO):** Public assistance, including CalWORKs, eligibility offices and GAIN services offices operated by County or a County contractor.
- 2.51 DPSS Eligibility Worker (EW):** A DPSS employee responsible for determining initial or ongoing eligibility for the various public assistance programs, including CalWORKs.

- 2.52 DPSS GAIN Child Care Coordinator (GAIN CCC):** A DPSS employee at a GAIN Regional office responsible for assisting the participant, DPSS staff, and Contractor’s staff with child care issues and concerns.
- 2.53 Electronic Document Management System (EDMS):** A DPSS electronic imaging system for storage and viewing of CalWORKs participant records and documents such as Semi-Annual Reports (SARs), pay stubs, disability verification, employment and/or training verification.
- 2.54 Eligible Child:** A child who is a member of the CalWORKs AU, or would be a member of the AU but is receiving Foster Care or Supplemental Security Income/State Supplementary Payment (SSI/SSP) benefits, or is the child of a Cal-Learn participant, or is a member of a family with a former CalWORKs participant who has become unemployed.
- 2.55 Equipment:** Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.
- 2.56 Family Fee:** The amount, if any, that a former CalWORKs participant shall be required to pay towards child care costs based on income and the fee schedule established by the State. The family fee is distinct from the co-payment.
- 2.57 Fiscal Year (FY):** The County fiscal year commences on July 1st and ends the following June 30th.
- 2.58 Floater:** A Contractor’s staff person who has a regular job assignment and who may be called upon to fill in for absent co-located staff or one who rotates between different DROs and contracted Refugee Employment Program (REP) offices to provide co-located and swift communication services.
- 2.59 GAIN Employment Activity and Reporting System (GEARS):** A County computer application that tracks Welfare-to-Work activities of GAIN participants and which facilitates the exchange of S1CC case information, between GAIN Regional offices and Contractor.
- 2.60 GAIN Services Worker (GSW):** A DPSS employee or contracted employee who works with CalWORKs participants enrolled in the GAIN or Cal-Learn programs.
- 2.61 General Purpose Equipment:** Equipment which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles. See also Equipment.

- 2.62 Greater Avenues for Independence (GAIN) Program:** The County of Los Angeles program that provides comprehensive Welfare-to-Work services to assist CalWORKs participants in obtaining unsubsidized employment.
- 2.63 Information Technology Systems:** Computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources.
- 2.64 Los Angeles Eligibility Automation Determination Evaluation and Reporting System (LEADER):** A DPSS computerized eligibility determination system for the various public assistance programs, including CalWORKs.
- 2.65 LEADER Replacement System (LRS):** A DPSS computerized eligibility determination and reporting system for various public assistance programs which will replace LEADER and GEARS.
- 2.66 Notice of Action (NOA):** A legal notice used to inform public assistance applicants/participants of actions taken by County to approve, deny, change and discontinue assistance for programs such as CalWORKs or services such as child care. CDSS NOAs are governed by time limits and the specific Turner vs. McMahon format in their usage as specified by CDSS regulations.
- 2.67 Notification:** An approved County form, pamphlet, brochure, or any other means of written communication, other than a "Notice of Action", standardized between all R&R/APP agencies which is used by Contractor to disseminate information to participants and child care providers.
- 2.68 Operational/Administrative (O/A) Fees:** The fees paid to Contractor to fully perform, complete and deliver, all tasks, deliverables, services and other work as set forth herein, including but not limited to Exhibit A, Statement of Work for which Contractor receives compensation from County. O/A is distinct from DPP.
- 2.69 Participant:** An individual who is receiving cash aid through the CalWORKs Program or an individual who received cash aid under the CalWORKs Program in the prior 24 months and needs child care services to begin or continue his/her employment or fulfill his/her County-approved Welfare-to-Work activity.
- 2.70 Payment Authorizations – Current Month Approvals:** Child care applications approved during the current report month and child care cases with ongoing approval status. For example: A CalWORKs Stage 1 Child Care Request was filed on 01/18/15, the application was approved on 01/20/15, and became effective 01/18/15.
- 2.71 Payment Authorizations – Delayed Month Approvals:** Child care applications approved the month following the application month. For example: A CalWORKs Stage 1 Child Care Request was made on 01/18/15, the application was approved on 02/10/15, and became effective 01/18/15.

- 2.72 Payment Authorizations – Retroactive Approvals:** Child care approved cases with a start date prior to the child care application date.
- 2.73 Performance Indicators:** Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.
- 2.74 Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that will be evaluated by County to assure contract performance standards are met by Contractor.
- 2.75 Preferred Language:** A required designation based on the CalWORKs participant’s declaration of the case household’s language, on the Language Designation Form (PA 481) on the GEARS ICAS screen, or the LRS Case Summary screen.
- 2.76 Provider Payment Request (PPR):** An invoice that the child care provider completes to be paid for services rendered.
- 2.77 Quality Assurance Plan:** A plan of action taken by County for monitoring Contractor’s performance.
- 2.78 Quality Control Plan:** A plan prepared by Contractor to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.79 Random Sample:** A standardized method for monitoring product (output) quality wherein all products within a lot (batch), stands a statistically equal chance of being selected for inspection.
- 2.80 Refugee Employment Program (REP) Offices:** Contractors of the County that provide CalWORKs case management services to designated refugee or immigrant populations.
- 2.81 REP Office Liaison:** The individual in each REP office who is responsible for working with Contractor’s staff through swift communication, to resolve individual case problems and other issues involving the office.
- 2.82 Regional Market Rate (RMR) Ceilings:** The child care rate ceilings that the State issues periodically, which are the maximum amount that the State of California reimburses for subsidized child care services on behalf of CalWORKs participants, including S1CC.
- 2.83 Resource and Referral (R&R) Program:** A program that provides information about, and referrals for, child care services and coordinates community resources.

- 2.84 Sample Size:** The number of actions or services to be checked in a given time period.
- 2.85 Self-Initiated Program (SIP):** A program that leads to employment in which the GAIN mandatory CalWORKs participant is enrolled prior to the GAIN appraisal.
- 2.86 Severely Disabled Children:** Children with exceptional needs, with either an active Individualized Education Plan (IEP) or Individualized Family Service Plan (IFSP), who require intensive instruction and training in programs serving pupils with the following profound disabilities: i.e. autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbance or severe intellectual disabilities. The IEP is obtained from the child's school district or Regional Center. The IFSP is obtained from the Regional Center.
- 2.87 Stable:** A participant, who is CalWORKs-approved, employed at least six months and/or GAIN active in an approved Welfare-to-Work component that has been continuous for at least six months, and who has an approved S1CC case.
- 2.88 Standard:** The acceptable level of performance set by the County of Los Angeles for performing a contracted service or activity.
- 2.89 State Hearing:** A hearing that is available to a public assistance participant, including a S1CC participant, who is dissatisfied with a County action or inaction and shall be filed within 90 days after the date of the action or inaction with which the participant is dissatisfied.
- 2.90 Subcontractor:** An individual or business firm contracted to perform all or part of the work under this contract, as referenced in Contract, Section 3.0, Work. Subcontractor shall not include child care providers.
- 2.91 Supervising County Contract Administrator (SCCA):** The individual designated by County with authority to act as outlined below in Subsection 6.2.
- 2.92 Supplies:** all tangible personal property other than those described in Equipment. A computing device is a supply if the per-unit acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also Computing devices and Equipment.
- 2.93 TrustLine:** California's registry of license-exempt child care providers, who have passed background screening, who have been cleared through a fingerprint check of records at the California Department of Justice.
- 2.94 Variable Work Schedule:** Have workdays and hours that are not predictable. Work schedules that vary from week to week in ways that are predictable, such as rotating schedules, are not considered to be variable work schedules.

- 2.95 Welfare-to-Work (WtW) Plan:** The Contract between DPSS and a CalWORKs participant that states what Welfare-to-Work activities will be completed by the CalWORKs participant and what services will be provided by DPSS, so that the participant can work toward self-sufficiency.
- 2.96 WtW Program:** A program that assists CalWORKs participants to achieve economic self-sufficiency by obtaining unsubsidized employment.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, Contractor shall provide S1CC services and fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein, including but not limited to Exhibit A, Statement of Work.
- 3.2** If Contractor provides any tasks, deliverables, 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 Contractor, and Contractor shall have no claim whatsoever against the County.
- 3.3** Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract. Contractor shall adhere to the applicable provisions set forth in the Auditor-Controller (A-C) Contract Accounting and Administration Handbook, which is incorporated herein by reference and is available at http://file.lacounty.gov/auditor/portal/cms1_214867.pdf except as stated below:
- 3.3.1** Any future revisions or updates to the A-C Handbook will only apply to this Contract after such revisions or updates are negotiated between County and Contractor.
- 3.3.2** In the event of a conflict between the terms of this contract and the requirements in the A-C Handbook, the terms of this contract shall prevail.
- 3.3.3** Further clarification of the application of the A-C Handbook provisions are set forth in Exhibit X.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall commence July 1, 2015, or date of execution, whichever is later, and shall continue through June 30, 2018, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes,

including determining whether the County will exercise a Contract term extension option.

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

5.0 CONTRACT SUM

Contractor's compensation shall consist of four components: 1) Operational/Administrative (O/A) Fees, 2) Fixed costs for Co-located Staff and Outreach Activities, 3) reimbursement of Direct Provider Payments, and 4) Data Mining.

5.1 OPERATIONAL/ADMINISTRATIVE FEES

O/A Fees include the following components: (1) Per Case Rate, (2) Background Checks, (3) LRS Conversion Payment, and (4) Cost of Living Adjustment.

5.1.1 Per Case Rate:

Contractor shall invoice County and County shall pay Contractor the Per Case Rate (PCR) times the number of cases handled by Contractor each month. Contractor shall count each case only once in any given month. Contractor shall invoice per the provisions in Subsection 5.8, Invoices and Payments, below. The PCR shall be \$170 per month for the following:

- 5.1.1.1 Cases authorized for DPP on GEARS/LRS for the first time in the current month.
- 5.1.1.2 Cases authorized for DPP on GEARS/LRS for the first time in the current month and for previous months, when the request was made in a prior month. O/A fees shall not exceed two months prior to the current month.
- 5.1.1.3 Cases authorized for ongoing DPP at any time during the month.
- 5.1.1.4 Cases that received Enhanced Referrals for licensed child care without an approval or denial in the month. [Per Exhibit A, Statement of Work, Subparagraph 8.4.3.3, Referrals for Licensed Child Care (Enhanced Referrals)].
- 5.1.1.5 Cases authorized for retroactive child care DPP not to exceed one month for any retroactive case, except as follows:
 - a. Cases that require retroactive child care DPP beyond one month as corrective case action mandated by the Appeals and

State Hearings Section. In these instances, the O/A fee shall not exceed two months.

- b. Cases that require retroactive child care DPP beyond one month when the TrustLine registration process for the child care provider exceeds one month to complete. In these instances, the O/A fee shall not exceed three months, in addition to the current month.

5.1.2 Background Check:

A maximum of \$75 per instance per employee for criminal background checks as specified in Subsection 7.5, Criminal Background Checks, shall be reimbursed to Contractor.

5.1.3 LRS Conversion Payment:

During the term of this Contract, the County will convert from using the LEADER and GEARS case management systems to using LRS. The LRS Conversion Payment (LRS CP) shall be paid for months during which Contractor serves cases which are on LRS and cases which are on GEARS. At such time as Contractor has three consecutive months with no cases on GEARS, the LRS CP shall no longer apply.

- 5.1.3.1 The LRS CP shall be a monthly fee equal to 5 percent (5%) of the total PCR payment for cases described in Subsection 5.1.1 for that month.

5.1.4 Cost of Living Adjustment:

If requested by the Contractor, the Per Case Rate may, at the sole discretion of the County, be increased annually based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer, or equivalent staff, as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

5.2 CO-LOCATED AND OUTREACH COSTS

Contractor shall invoice County and County shall reimburse Contractor monthly fixed costs for Co-located Staff and Outreach Activities as set forth below. Both are included in Exhibit B, Contractor's Budget.

5.2.1 Co-located Staff:

County will reimburse Contractor a monthly fixed amount equal to one-twelfth of its annual budgeted amount for Co-located Staff. One-twelfth of the budget is \$_____ for FY 2015-16, \$_____ for FY 2016-17, and \$_____ for FY 2017-18.

5.2.1.1 Contractor may with prior written approval from County, adjust the fixed cost for Co-located Staff. The fixed monthly cost shall be proportionately adjusted, based on either an increase or decrease of staff, and a contract amendment shall be executed per Section 8.1, Amendments.

5.2.2 Outreach Activities:

County will reimburse Contractor a monthly fixed amount equal to one-twelfth of its annual budgeted amount for outreach activities. One-twelfth of the budget is \$_____ for FY 2015-16, \$_____ for FY 2016-17, and \$_____ for FY 2017-18.

5.3 DIRECT PROVIDER PAYMENTS (DPP)

Contractor shall invoice County and County shall reimburse Contractor the DPP issued monthly. DPP shall be based on the current RMR Ceilings.

5.3.1 Contractor shall issue DPP for child care rendered as provided in Exhibit A, Statement of Work. County shall reimburse Contractor monthly, for the actual amount of DPP issued as reflected on GEARS/LRS.

5.3.2 If this Contract is terminated for convenience of County, per Section 8.42, Termination for Convenience, or a new contract does not continue the services of this Contract beyond June 30, 2018, Contractor shall not issue DPP after the termination date of this Contract and shall forward all outstanding Provider Payment Requests (PPRs) to County.

5.3.3 Contractor shall issue to County, no later than fifteen (15) calendar days after the termination of this Contract, an electronic copy and a hard copy of the list of providers with outstanding PPRs for child care rendered prior to the termination of this Contract, for whom no reimbursement was issued, unless County and Contractor have entered into a new Contract which sets

a later date for the delivery of such a list. County shall reconcile Contractor's list to ensure previous reimbursement has not been issued prior to assuming sole responsibility for receiving outstanding PPRs, and issuing requested reimbursements after date of termination. If County disagrees with Contractor's list of PPRs, County and Contractor shall meet within ten (10) calendar days and resolve the disagreements.

5.4 DATA MINING

Three months prior to the implementation of Data Mining, an amount will be negotiated between DPSS and the Contractor, limited to a one time only reimbursement of the Contractor's actual cost to make system changes to accommodate Data Mining data elements and reports.

5.5 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS INCURRED 75% OF TOTAL CONTRACT SUM

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to County as specified in Section 8.34, Notices.

5.6 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.7 CONTRACTOR'S BUDGET

Exhibit B, Contractor's Budget, is included for the purpose of providing an estimated cost for the O/A Per Case Rate, the fixed monthly amount for Co-located Staff and Outreach Activities, and to establish general levels of total staffing which Contractor anticipates will be needed to complete the work required by this Contract.

Contractor may amend its budget and staffing levels without prior approval of the County, except that Contractor must maintain its Co-located Staffing at the level indicated in the Co-location portion of the budget as specified in Subsection 5.2.1.1 above. Contractor will report to CCA on a monthly basis its total full-time equivalent

staffing paid by this Contract, not including staff paid through indirect funds, which will include the following:

- 5.7.1 Total full-time equivalent positions assigned to this Contract, i.e. the number of full-time equivalent positions allocated in Contractor's budget;
- 5.7.2 Current full-time equivalent employees assigned to this Contract;
- 5.7.3 Current full-time equivalent positions temporarily vacant for which new staff are being recruited, and;
- 5.7.4 A count of Contractor employees paid by Contract funds.

5.8 INVOICES AND PAYMENTS

- 5.8.1 Contractor shall invoice County and County shall reimburse Contractor for O/A Fees, Co-located Staff and Outreach Activities, and DPP as described in Subsections 5.1 through 5.3 above.
- 5.8.2 Contractor shall invoice County on a monthly basis, by the tenth (10th) calendar day of the month following the month of service, using Exhibit C, Contractor's Monthly Invoice, which reflects the four (4) payment components, below. In the event that the tenth (10th) calendar day of the month falls on a weekend, or County recognized holiday or County non-working day, the invoice shall be submitted by noon on the following business day.
 - 5.8.2.1 O/A Fees (PCR, Background Checks and LRS CP),
 - 5.8.2.2 Fixed Costs for Co-located Staff,
 - 5.8.2.3 Fixed Costs for Outreach Activities, and
 - 5.8.2.4 Actual DPP issued.
- 5.8.3 Contractor shall breakout and subtotal the O/A Per Case Rate fees and DPP issued according to the following three (3) programmatic subcategories:
 - 5.8.3.1 License-Exempt Provider Approved Cases - Not on GEARS/LRS;
 - 5.8.3.2 Licensed Provider Approved Cases - Not on GEARS/LRS;
 - 5.8.3.3 GEARS/LRS Cases (participants who do not fall into any of the other two subcategories in 5.7.3.1 and 5.7.3.2 above);

- 5.8.4 Contractor shall deliver invoices to the CCA designated in Exhibit E, County's Administration:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411
Attn: S1CC CCA

- 5.8.5 Upon receipt of Contractor's complete monthly invoice and records of approved cases not on GEARS/LRS (License-Exempt Provider and Licensed Provider), County will authorize payment for the amount billed by Contractor, which shall include approved months on GEARS/LRS and approved months not on GEARS/LRS (License-Exempt Provider and Licensed Provider). County will then reconcile invoices for accuracy and documentation, including but not limited to disallowances for cases that were not transferred from S1CC to Stage 2 Child Care or Stage 3 Child Care, as stipulated in Exhibit A, Statement of Work, Subsection 8.5.13, Process Seamless Transfers from Stage 1 to Stage 2 or Stage 3.
- 5.8.6 Within 45 calendar days of receipt of invoice and documentation, County will provide Contractor with a notice of the results of the month's reconciliation, including any non-supported requests for payment which will be deducted from future invoices. Contractor and County shall work together to resolve any discrepancies.
- 5.8.7 Contractor shall attempt to respond, with documentation, to County's notice of the results of the reconciliation within twenty (20) calendar days. County shall attempt to reply to Contractor responses within twenty (20) calendar days. If resolution has not been reached, Contractor shall request an in-person meeting coordinated by Contract Management Division (CMD), which shall be scheduled within ten (10) calendar days. If resolution of discrepancies results in an additional amount owed to Contractor, County shall authorize the issuance of a supplemental check to Contractor for that month within fourteen (14) calendar days of resolution. If the resolution of the discrepancies results in an overpayment to Contractor, County shall deduct the overpayment amount from the Contractor's next invoice.
- 5.8.8 County shall make available to Contractor by the fifth (5th) business day of each month, via web-based GEARS or LRS, a Detail Report of Stage 1 Child Care Payments (GRRST1PD or GRRST1PD-T or LRS equivalent report), with Alternative Payment Program-Identifications (APP-IDs) attached, to reconcile GEARS/LRS records to Contractor's Monthly Activity Report.

5.8.9 County and Contractor have a mutual interest in minimizing the number of discrepancies between Contractor's monthly invoice and the GEARS' Detail Report (GRRST1PD or GRRST1PD-T) or equivalent LRS report. Therefore, County and Contractor shall:

5.8.9.1 Ensure that Contractor's monthly invoice and the GEARS' Detail Report (GRRST1PD or GRRST1PD-T) or equivalent LRS report cover one calendar month, exactly, and do not include any authorizations or reimbursements made in any other month, as specified in Subsection 5.8.10 below.

5.8.9.2 Contractor shall input into GEARS/LRS all approvals, denials, and Enhanced Referrals made in a month and all other data required for the State's CW 115 and CW 115(A) reports by the last day of the month. Reimbursements shall be input into GEARS/LRS per Exhibit A, Statement of Work, Subsection 8.6.2, Electronic Data Transfer.

5.8.9.3 Contractor and County shall maintain identical formats between Contractor's Monthly Activity Report and the GEARS' Detail Report (GRRST1PD or GRRST1PD-T) or equivalent LRS report, except that Contractor's Monthly Activity Report shall not include the Parent Identification Number (PID) or Child Identification Number (CID). Contractor's Monthly Activity Report shall provide separate lists of cases on GEARS and cases on LRS. A change to either report shall only be made if there is an identical change made to the other report, effective the same month.

5.8.10 Contractor shall make any corrections or additions to a prior Contractor's monthly invoice, using the Contractor Invoice Adjustment Page, which shall be submitted along with the Contractor's monthly invoice. Corrections or additions to all prior months shall be included on a single invoice adjustment page. Additional approvals, Enhanced Referrals or DPP shall be itemized on the Monthly Management Report in a section separate from payments which are included on page 3 of the Contractor's monthly invoice, and shall be organized in the same order as described in Subsections 5.8.2 and 5.8.3 above. Contractor may include on the Contractor O/A invoice adjustment page no more than two months administrative costs for processing retroactive approvals, including months in a prior Fiscal Year (FY) or months prior to the start of this Contract, on the basis that Contractor's work is performed and DPP are made in the current FY.

No retroactive administrative costs shall be paid to Contractor if the reason the authorization is being completed retroactively is due to Contractor's delinquent processing of the approval.

5.8.11 County shall issue payment to Contractor for invoices within fifteen (15) calendar days of receipt and validation of each complete invoice, except for any reduction due to discrepancy or disallowed costs, as specified in Subsections 5.8.5 through 5.8.7 above.

5.8.12 After Contractor files its final FY invoice using Exhibit D, Contractor's Final Fiscal Year Invoice, including any adjustments for prior months, if County determines that Contractor has been underpaid, County shall issue payment for Contractor's approved final FY invoice within thirty (30) calendar days of receipt of invoice and determination that funds are owed to Contractor. If County determines that Contractor has been overpaid, Contractor shall pay County within thirty (30) calendar days of receipt of invoice and determination that Contractor was overpaid. If Contractor does not agree on the amount owed, County and Contractor shall meet within ten (10) calendar days and resolve the disagreement.

5.8.13 The final invoice for each FY shall be due no later than August 15th of the following FY. County shall not be liable for services rendered for final invoices received more than twenty (20) calendar days following final invoice due date.

5.8.14 Should the County implement a Contract Invoicing System for services under this Contract, Contractor shall create and submit electronic invoices as instructed.

5.9 QUARTERLY RECONCILIATION INVOICES (CITY OF NORWALK AND POMONA UNIFIED SCHOOL DISTRICT ONLY)

5.9.1 County shall reconcile Contractor's actual costs to payments made to Contractor by County on a quarterly basis. Contractor shall submit a reconciliation invoice, to the CCA within thirty (30) calendar days following the end of each quarter. The reconciliation invoice shall detail actual cost expenditures of Contractor for the prior Contract quarter.

5.9.2 Contractor shall include, with the reconciliation invoice, the detailed line item support documentation to validate the reconciliation invoice amounts, in accordance with Exhibit B, Contractor's Budget, which includes but is not limited to the following:

5.9.2.1 Administrative costs and support services costs, separately identified for each service type.

5.9.2.2 Personnel expenditures for each service type itemized by pay classification, salaries, and benefits.

- 5.9.2.3 Contract expenditures, not listed in 5.8.2.1 and 5.8.2.2 above, shall be listed separately, (e.g. supplies, equipment, and any other information found necessary by Contractor or County).
- 5.9.2.4 Any prorated cost(s) shall be clearly identified on the reconciliation invoice.
- 5.9.3 Contractor shall provide details for underpayments and/or overpayments declared on the reconciliation invoice.
- 5.9.4 Any reconciling adjustments to the monthly payment shall be handled in accordance with the provisions as stated below:
 - 5.9.4.1 County shall adjust the following month's invoice payments to correct any discrepancies if the monthly payments differ from actual cost expenditure reported.
 - 5.9.4.2 If the quarterly reconciliation finds that County's dollar liability was more than payments made by County to Contractor, or that County's liability for such services is less than payments made by County to the Contractor, then County shall either credit or deduct the difference against the following month's payments hereunder to Contractor.
 - 5.9.4.3 Payment to Contractor may be subject to deductions cited in Subsection 5.8, Invoices and Payments and Subsection 8.26, Liquidated Damages.
 - 5.9.4.4 County has the discretion of not making payments for months subsequent to the month in which a reconciliation invoice is due, until the reconciliation has been received and processed by County.
 - 5.9.4.5 In no event shall County's maximum obligation under this Contract exceed the funds appropriated by County for the purpose of this Contract for each FY of the Contract.

5.10 ADVANCES AND SETTLEMENTS

At County's sole discretion, funds may be advanced to Contractor when absolutely necessary to allow Contractor to provide S1CC services to CalWORKs participants and when essential for the effective implementation of the S1CC program.

- 5.10.1 Contractor shall request advance funds in writing and must demonstrate the need for the advance funds and that the advances are absolutely necessary to allow Contractor to provide critical services essential for the effective implementation of the S1CC program, prior to advances being issued during the FY of the term of this Contract. Contractor shall develop

a plan on how it will utilize, distribute, monitor, and repay advance funds back to County. This plan must be submitted with Contractor's request for advance funds and may be submitted to the Chief Executive Office (CEO) and Auditor-Controller (A-C) for approval. In addition to and consistent with the above, Contractor shall submit the following documentation with the request for advance funds:

- 5.10.1.1 Contractor's two most current independent audit reports and single audit (if applicable);
 - 5.10.1.2 Contractor's financial status documents (evaluating the agency's net worth, operating income, available cash and current assets compared to current liabilities); and
 - 5.10.1.3 Contractor's business plan which demonstrates how Contractor will repay advances, upon request by County.
- 5.10.2 Contractor shall comply with all applicable federal, State and County regulations in regard to interest earned on advance funds.
- 5.10.3 County reserves the right to approve or deny Contractor's request for advance funds. The amount of advance funds authorized and paid for O/A should not exceed the monthly average of three consecutive months for O/A. The amount of advance funds authorized and paid for DPP should not exceed the average of one and one-half months of three consecutive months for DPP. Advance funds must be repaid to County prior to the end of the FY in which the advance payment is made, as specified in Subsection 5.10.6 below.
- 5.10.4 County may advance funds for both O/A and DPP during the first month of each FY. The advancement of funds must be in compliance with all applicable rules and regulations including California Government Code Section 11019, which requires that advance funds are essential for the effective implementation of the program. Also, the advancement of funds must comply with CDSS Manual Letter No. OPS-89-01.
- 5.10.5 At any point that DPP is increasing so rapidly that Contractor would not have sufficient advance funds on hand to immediately pay all DPP, Contractor may request an additional advance so that all providers may be paid on time provided Contractor has met the requirements for submitting invoices timely, per Subsection 5.8.2. Such request shall be in writing and include justification of need, a detailed accounting of all advance funds to date, a detailed accounting of all DPP Contractor paid with the advance funds and how much County has reimbursed Contractor. County shall determine the amount of the additional funds to be provided to Contractor and shall issue the determined amount within fifteen (15) business days of

receipt of the written request. Notwithstanding any other section of this Contract, Contractor shall not be required to issue DPP except from funds provided by County, and a claim against Contractor pursuant to Exhibit A, Statement of Work, Section 9.0, Performance Requirements Summary (PRS), and Exhibit A-1, PRS Chart, shall not be established against Contractor if a delay in making DPP is due to insufficient funds from County.

- 5.10.6 County shall begin recoupment of previously advanced funds eight (8) months prior to the end of the FY in which the funds were advanced. Recoupment of O/A advance funds shall be made from Contractor's payment for October through May monthly invoices. Recoupment of the DPP advance funds shall be made from Contractor's payment for January, February, March, April, May, and June Special monthly invoices. County shall provide Contractor a notice of the recovery process, providing the details of the recovery and the dates that all invoices must be submitted. All advances must be fully reconciled by June 30th of each FY. In the event that the invoices received are not sufficient to recoup the advance funds, Contractor shall pay the difference to County by cash payment by June 25th of the FY.
- 5.10.7 County shall monitor Contractor's compliance with advance funds guidelines. Contractor shall submit any and all documentation deemed necessary by County to ensure Contractor is properly utilizing the advance funds as required by County.
- 5.10.8 Should Contract terminate for any reason (including, but not limited to, assignment, delegation, acquisition, or merger) prior to the end of the fiscal year, County shall recoup any outstanding advances from outstanding invoices. In the event that the invoices are not sufficient to recoup the advance funds, Contractor shall pay the difference to County by cash payment within ten (10) business days of the effective date of termination.

5.11 UNSPENT FUNDS (DOES NOT APPLY TO PUBLIC ENTITIES)

- 5.11.1 To ensure that Contractor fully utilizes County funds for contracted services, Contractor shall submit an Expenditure Report at the end of each FY by September 1st of the following FY to DPSS Contract Management Division (CMD), as stipulated in Section 5.11.8, regardless of whether Contractor has any unspent funds. At the end of each FY, all funds paid to Contractor in excess of actual costs, for the provision of S1CC services that have been properly earned, including interest, are to be treated as unspent funds.
- 5.11.2 For any unspent funds accumulated in Year One of the Contract, the Contractor has 18 months after the end of Year One, to utilize the funds to

provide Stage 1 Child Care services as stipulated in the Contract and/or enhancements to Stage 1 Child Care services.

5.11.3 For any unspent funds accumulated in Year Two of the Contract, the Contractor has 6 months after the end of Year Two, to utilize the funds to provide Stage 1 Child Care services as stipulated in the Contract and/or enhancements to Stage 1 Child Care services.

5.11.4 Should Contractor choose to utilize unspent funds from Years One or Two for enhancements to Stage 1 Child Care services, Contractor shall submit a Disposition Plan for unspent funds for each FY by September 1st, at the same time Contractor submits the Expenditure Report on Contract revenues versus expenditures.

5.11.4.1 The Disposition Plan must include a budget in accordance with the principles included in Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and related OMB Guidance. The Disposition Plan must include a detailed description of the services to be provided, the duration of those services, measurable outcomes, monitoring plan and all reporting and record keeping activities.

5.11.4.2 The Disposition Plan will be reviewed by County and is subject to approval at County's sole discretion. County will make a determination within 30 calendar days of receipt of the Expenditure Report and Disposition Plan.

5.11.4.3 In the event that County does not approve Contractor's Disposition Plan, and Contractor disagrees with County's determination, Contractor shall, in consultation with County, work to develop a revised Disposition Plan that is acceptable to County and submit a revised plan to County for review. Contractor has the option to withdraw the Disposition Plan and utilize the unspent funds for Stage 1 Child Care services as stipulated in the Contract.

5.11.4.4 County has the right to evaluate the effectiveness of services provided under the Disposition Plan. If County finds the services are not effective, the services under the Disposition Plan may be terminated at County's sole discretion.

5.11.4.5 Contractor must submit a Final Disposition Report to County within thirty (30) calendar days after the scheduled completion date of services provided in the approved Disposition Plan.

- 5.11.5 For any unspent funds from Years One and Two which have not been utilized as of December 31, 2017, Contractor shall immediately repay funds to County, as specified in Section 5.11.7. Contractor shall provide a report of utilization of unspent funds for Years One and Two as of December 31, 2017, no later than February 28, 2018.
- 5.11.6 For any unspent funds accumulated in Year Three of the Contract, the Contractor shall immediately repay funds to County, as specified in Section 5.11.7.
- 5.11.7 The unspent funds shall be returned to County within twenty (20) business days of notification by County of the amount due. Contractor agrees to be bound by applicable County disallowed cost procedures, rules and regulations, and to repay to County any amount which is found to violate the terms of this Contract or applicable provisions. Contractor shall be responsible for tracking all Contract payments and expenditures for the S1CC program, including submission of the following:
- 5.11.8 An Expenditure Report reflecting Contract revenues versus expenditures, Exhibit U, or a similar Expenditure Report which follows standard accounting practices per Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and related OMB Guidance, shall be submitted to CMD by September 1st following the end of each FY and at the end of the contract term. Upon request by County, Contractor shall provide verification of expenditures within two (2) business days of request, unless a different timeframe is agreed upon by both parties. The purpose of the Expenditure Report is to identify the amount of unspent funds.
- 5.11.9 All uses of funds paid to and expended by Contractor, including the Expenditure Report, and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DPSS, County's Auditor-Controller or its designee.
- 5.11.10 Notwithstanding any other provision of this Contract, in addition to all other rights of County to monitor Contractor, Contractor and County agree that it is the intent of the parties that County shall have the right to audit any and all use of funds paid to and expended by Contractor, in order to ensure that all funds are accounted for.
- 5.11.11 In the event that the Contract terminates early for any reason (including, but not limited to, assignment, delegation, acquisition, or merger), unspent funds shall be repaid to the County within ten (10) business days of the effective date of termination.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 COUNTY CONTRACT SECTION MANAGER (CCSM)

County shall designate one person who will have the authority to act as the CCSM on all matters pertaining to this Contract. Responsibilities of the CCSM or alternate include:

- 6.1.1 Ensuring that the objectives of this Contract are met;
- 6.1.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.2 below; and
- 6.1.3 Negotiating with Contractor changes in service requirements pursuant to Subsection 8.1, Amendments.

The CCSM 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.

6.2 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)

County shall designate one person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

- 6.2.1 Overseeing the overall management and coordination of the operations of this Contract; and
- 6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in Subsection 6.3 below.

The SCCA 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 CONTRACT ADMINISTRATOR (CCA)

County shall designate one person who will have authority to act as the CCA on all matters pertaining to the monitoring and daily service operations of the Contract. Responsibilities of the CCA or alternate include:

- 6.3.1 Overseeing the daily operations of this Contract;

- 6.3.2 Inspecting any and all tasks, deliverables, services, and work provided by Contractor;
- 6.3.3 Acting as a liaison between County and Contractor;
- 6.3.4 Providing direction to Contractor in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to this Contract;
- 6.3.5 Meeting with Contractor's Manager on a regular basis; and
- 6.3.6 Informing Contractor of the name, address and telephone number of the CCA, in writing, at any time a change of CCA is made.

County shall also designate one person who will have authority to act as the CCA on all matters pertaining to the fiscal aspects of the Contract.

The CCA 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.

6.4 COUNTY CONTRACT PROGRAM MONITOR (CPM)

County shall designate staff that will have the authority to act as the CPM. Responsibilities of the CPM include:

- 6.4.1 Monitoring any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor. The CPM reports to the CCA who handles all the matters of monitoring and daily service operations of the Contract.

The CPM 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.

6.5 DPSS DISTRICT CHILD CARE COORDINATOR (DISTRICT CCC)

County shall designate staff that will have the authority to act as the District CCC. Responsibilities of the District CCC or alternate designated for each DPSS District office include:

- 6.5.1 Receiving the CalWORKs Stage 1 Child Care Request (ST1-01) from the Eligibility Worker, and forwarding the child care request to Contractor or Contractor's co-located staff.
- 6.5.2 Working with Contractor's co-located staff at the District offices on individual family cases and troubleshooting any child care problems or issues involving that District office.

6.5.3 Reporting to the CCP Section any problem that Contractor and the District CCC were not able to resolve.

The District CCC 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.

6.6 DPSS GAIN CHILD CARE COORDINATOR (GAIN CCC)

County shall designate staff that will have the authority to act as the GAIN CCC. Responsibilities of the GAIN CCC or alternate designated for each GAIN Regional office include:

6.6.1 Working with the Contractor's staff at the GAIN Regional offices on individual family cases and troubleshooting any child care problem or issue involving that GAIN Regional office.

6.6.2 Reporting to the CCP Section any problem that Contractor and the GAIN CCC were not able to resolve.

The GAIN CCC 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.

6.7 DPSS ACCOUNTS RECEIVABLE SECTION (ARS) – CHILD CARE PROCESSING UNIT (CCPU)

The DPSS ARS – CCPU is responsible for reconciling the Contractor's monthly invoices to the invoice back-up documentation and materials. The ARS – CCPU notifies the Contractor if there are discrepancies and notifies the CCA when invoice adjustments must be made.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR'S AUTHORIZED OFFICIAL

Contractor's authorized official shall be the designated person identified in Exhibit F, Contractor's Administration. Notices shall be sent to Contractor's authorized official as specified in Subsection 8.34.2. Contractor shall inform County of the name, address and telephone number of Contractor's authorized official, in writing, at any time a change of Contractor's authorized official is made. If there are any changes, a new certified Statement of Information (SOI) must be submitted to County per Subsection 8.3, Authorization Warranty.

7.2 CONTRACTOR'S MANAGER (CM)

Contractor shall designate one person who will have full authority to act as the CM on all matters pertaining to the daily operations of this Contract. Responsibilities of the CM or alternate include:

- 7.2.1 Acting as a liaison with County and being responsible for the overall management and coordination of this Contract and the performance of the work;
- 7.2.2 Responding to any questions or concerns within one (1) business day of verbal notice from the CCA or alternate, excluding weekends and holidays;
- 7.2.3 Meeting with the CCA and CPM on a regular basis; and
- 7.2.4 Informing the County of the name, address and telephone number of the CM, in writing, at any time a change of CM is made.

The CM is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to further obligate Contractor to County in any respect whatsoever.

7.3 OTHER CONTRACTOR'S STAFF

- 7.3.1 Contractor shall employ staff with background experience and expertise to provide the services required in Exhibit A, Statement of Work.
- 7.3.2 Contractor shall provide bilingual staff to meet the needs of the County's CalWORKs participants receiving services from Contractor. Contractor shall have a methodology for verifying that bilingual employees are competent in reading, writing, and speaking both English and the other languages in which they are providing services. Contractor's methodology shall be shared with the County upon request.
- 7.3.3 The most common languages needed by Contractor are identified on Exhibit A-4, but Contractor must provide services in any of the threshold languages when needed per Exhibit A, Statement of Work, Subsection 7.4, Language Services.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 CRIMINAL BACKGROUND CHECKS

- 7.5.1 To the extent permitted by law, Contractor will conduct a background check for felony criminal convictions (hereinafter "Background Check") of all applications for employment who are hired by Contractor after the date

this Contract is executed by Contractor and County for a position which performs services under this Contract.

- 7.5.2 To the extent permitted by law, Contractor will conduct a Background Check of all employees for whom Contractor has not conducted a Background Check under Subsection 7.5.1, and who are promoted after the date this Contract is executed by Contractor and County to a position which performs services under this Contract.
- 7.5.3 All Contractor employees who are co-located at DPSS facilities (e.g. District Offices, GAIN Regions) shall undergo and pass a background and investigation as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 For purposes of this section and Exhibit G, Stage 1 Child Care Felony Criminal Conviction Information Notice and Certification, a position which performs services under this Contract is defined as an employee who is paid on a direct cost basis from Stage 1 Child Care funds, and works 10% or more of their time on the Stage 1 Child Care Contract.
- 7.5.5 Employees of Contractor subject to Subsections 7.5.1 or 7.5.2 shall pass, to the satisfaction of County, a Background Check as a condition of performing work under this Contract.
- 7.5.6 Except as provided in Subsection 7.5.3, Contractor shall use its discretion in determining whether to use a third-party investigative service provider to conduct the Background Check and shall request, at a minimum, that such provider search and provide a report regarding federal, county and statewide felony criminal records, including sex offenses, and driving records.
- 7.5.7 The fee associated with the Background Check, for which Contractor will be reimbursed up to a maximum of \$75 per employee, per instance as specified in this Contract, Subsection 5.1.2, Background Check, shall initially be incurred at Contractor's expense, irrespective of whether or not Contractor's employee subject to Subsections 7.5.1, 7.5.2, or 7.5.3 passes or fails the Background Check. Contractor's costs of background checks which exceed the \$75 per employee may be charged to O/A Fees.

- 7.5.8 To the extent permitted by law, Contractor will utilize its best efforts to have the Background Check report the following felony convictions:
- 7.5.8.1 Blackmail;
 - 7.5.8.2 Bribery;
 - 7.5.8.3 Burglary;
 - 7.5.8.4 Crimes against Children and Elders;
 - 7.5.8.5 Embezzlement, including Theft of Public Funds;
 - 7.5.8.6 Extortion;
 - 7.5.8.7 Falsification of Financial Statements and/or Public Records;
 - 7.5.8.8 Forgery;
 - 7.5.8.9 Grand Theft;
 - 7.5.8.10 Mass Murder;
 - 7.5.8.11 Sexual Battery, including but not limited to rape;
 - 7.5.8.12 Robbery;
 - 7.5.8.13 Sale of Narcotic and/or Dangerous Drugs, including Intent to Sell; and
 - 7.5.8.14 Fraud, including but not limited to welfare fraud.
- 7.5.9 Contractor shall notify County immediately if an employee of Contractor subject to Subsections 7.5.1, 7.5.2, or 7.5.3 does not pass a Background Check due to felony convictions listed in Subsection 7.5.7. Upon receiving such notice, County may request that such employee be immediately removed from working in a position which performs services under this Contract, and/or County, may immediately deny or terminate access to County facilities by such employee.
- 7.5.10 If an employee of Contractor subject to Subsections 7.5.1, 7.5.2, or 7.5.3 is removed from working in a position which performs services under this Contract pursuant to this Subsection 7.5, it shall not relieve Contractor of

its obligation to complete all work in accordance with the terms and conditions of this Contract.

- 7.5.11 All employees of Contractor who are subject to Subsections 7.5.1, 7.5.2, or 7.5.3 shall complete and sign Exhibit G, Stage 1 Child Care Felony Criminal Conviction Information Notice and Certification, prior to hiring under Subsection 7.5.1 or promotion under Subsection 7.5.2. Contractor will maintain the completed and signed certification for employees who perform work under this Contract so that it will be available for review by County, if requested. Such request is at County's discretion.

7.6 CONFIDENTIALITY

- 7.6.1 Contractor shall maintain the confidentiality of all records obtained from current or former CalWORKs participants and/or the County under this Contract in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subsection 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents, and subcontractors performing work hereunder of the confidentiality provisions of this Contract.

- 7.6.4 Contractor shall cause each employee performing work under this Contract to sign and adhere to the provisions of Exhibit L-1, "Contractor Employee Acknowledgment and Confidentiality Agreement". Pursuant to State law, including without limitation, Welfare and Institutions Code (WIC), Section 10850 et seq. and 17006, all of the applications and case records pertaining to individuals applying for or receiving public social services are confidential and no information related to any individual public social services application or case record is to be in any way relayed to anyone except authorized employees of Los Angeles County DPSS and those referenced in the WIC Sections above.
- 7.6.5 Contractor shall cause each non-employee performing work under this Contract to sign and adhere to the provisions of Exhibit L-2, "Contractor Non-Employee Acknowledgment and Confidentiality Agreement".
- 7.6.6 Contractor shall follow written instructions outlined in the DPSS Manual Letter No. 318, to be provided at a later date, regarding subpoenaed and confidential information. Until Manual Letter No. 318 is released, upon receipt of subpoena, Contractor shall contact the CCA prior to releasing information.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

The parties may change, through negotiation, any portion of the work required under this Contract, or amend any term or condition, which may become necessary. Any such changes shall be accomplished in the following manner:

- 8.1.1 For any change which materially affects the scope of work, term of contract, compensation, or any term or condition included under this Contract, a negotiated amendment to this Contract shall be prepared by the County and executed by Contractor and the County's Board of Supervisors or the DPSS Director, if the DPSS Director has the delegated authority to execute, as provided in Subsection 8.1.4 herein
- 8.1.2 For any change which does not materially affect the scope of work, term of contract, compensation, or any term or condition included under this Contract, a Change Notice shall be prepared and signed by the CCSM and Contractor's Authorized Official.
- 8.1.3 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to this Contract shall be prepared and executed by

Contractor and the County's Board of Supervisors or the DPSS Director, if the DPSS Director has the delegated authority to execute.

8.1.4 The DPSS Director may prepare and execute amendments to this Contract without further action by County's Board of Supervisors under the following conditions:

8.1.4.1 Amendments shall be in compliance with applicable federal, State, and County regulations.

8.1.4.2 a. The Amendment shall be for a decrease in the Contract amount; or

b. The Amendment shall be for an increase of no more than ten (10) percent of the original Contract rates, and is necessitated by additional and necessary services and/or to comply with changes in federal, State, or County requirements.

8.1.4.3 County's Board of Supervisors has appropriated sufficient funds in DPSS.

8.1.4.4 DPSS shall obtain the approval of County Counsel or his/her designee for an amendment to this Contract.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection 8.2, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

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

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, acquisition, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that 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, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

8.5.1 Within fifteen (15) business days after Contract effective date, Contractor shall provide County with Contractor's written policy for receiving, investigating and responding to user complaints.

8.5.2 The CCA will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

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

- 8.5.4 If, at any time, Contractor wishes to change the Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 8.5.5 Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 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.
- 8.5.7 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.
- 8.5.8 For complaints of discriminatory treatment made by participants, Contractor must provide and, if requested by the participant, assist with completing Exhibit I, Complaint of Discriminatory Treatment (PA 607), form in the participant's designated/preferred language.
 - 8.5.8.1 Contractor shall maintain a log of Civil Rights complaints;
 - 8.5.8.2 Contractor must designate the CM to act as the Civil Rights Liaison (CRL) between Contractor and County; and
 - 8.5.8.3 Contractor shall ensure that the designated CM/CRL forwards the PA 607s to the CCA within two (2) business days; who in turn shall immediately forward the PA 607s to the DPSS Civil Rights Section (CRS) for investigation.
 - 8.5.8.4 In processing Civil Rights complaints made by participants, the CM/CRL shall not attempt to conduct an investigation. All Civil Rights complaint investigations regarding participants are handled strictly by CRS staff.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. These shall include, but are not limited to:
 - 8.6.1.1 California Welfare and Institutions Code.
 - 8.6.1.2 California Department of Social Services (CDSS) Manual of Policies and Procedures.

- 8.6.1.3 CDSS Operations Manual.
 - 8.6.1.4 Social Security Act.
 - 8.6.1.5 State Energy and Efficiency Plan (Title 24, California Administrative Code).
 - 8.6.1.6 Clean Air Act (Section 306, 42USC 1857 (h)).
 - 8.6.1.7 Clean Water Act (Section 508, 33USC 1368).
 - 8.6.1.8 Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).
 - 8.6.1.9 Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}.
 - 8.6.1.10 Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related OMB Guidance.
 - 8.6.1.11 CalWORKs GAIN Policy.
 - 8.6.1.12 California Department of Education (CDE) Regulations.
 - 8.6.1.13 Various State regulations and releases as listed on Exhibit A-11, Compliance With Laws, Rules, Ordinances and Directives.
 - 8.6.1.14 State and Federal laws pertaining to Patent, Copyright, and Trade Secrets.
- 8.6.2 Any reference to a specific statute, regulation, or other law (including changes to applicable OMB guidance) is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.
- 8.6.3 Contractor shall maintain all licenses required to perform work under this Contract.
- 8.6.4 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert,

consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 8.7.1 Contractor shall abide by the provisions of Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, as amended in Volume 42 of United States Code Sections 2000 (e) (1) through 2000 (e) (17); Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Food Stamp Act of 1977, as amended; the Americans with Disability Act (ADA) of 1990, as amended; WIC Section 10000; CDSS Manual of Policies and Procedures, Division 21; and other applicable federal and State laws, rules and regulations to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement, Contractor shall not discriminate on the basis of race, creed, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, disability or condition of physical handicap. Contractor shall sign and adhere with the terms as set forth in Exhibit Q, Contractor's EEO Certification, and Exhibit J, Contractor's Non-Discrimination In-Service Statement.
- 8.7.2 In addition, Contractor shall abide by the provisions contained in the current Civil Rights Training Handbook, which was developed in compliance with the October 23, 2003, Civil Rights Resolution Agreement (RA) between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services. The RA placed new Civil Rights requirements on DPSS and its Contractors. The Civil Rights Training Handbook incorporates the Civil Rights requirements of the RA along with all other mandated federal and State requirements that must be adhered to

by DPSS, and its Contractors. Civil Rights requirements include, but are not limited to the following:

- 8.7.2.1 Contractor must ensure that public contact staff attend the mandatory Civil Rights training provided by DPSS and submit a completed Exhibit V, Civil Rights Training Report, to the CCA as a follow-up;
- 8.7.2.2 Contractor must effectively identify the participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or a similar form that Contractor already has in place. (Note: Similar forms that Contractor uses must be forwarded to DPSS for clearance);
- 8.7.2.3 Contractor must ensure that notices sent to participants are in their respective designated/preferred language;
- 8.7.2.4 Contractor must provide interpreters to ensure meaningful access to services for all participants;
- 8.7.2.5 Contractor must maintain records that include any Civil Rights related correspondence pertaining to participants, such as PA 481s, and must document in the case records whether language services and ADA accommodations were provided;
- 8.7.2.6 Contractor must ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log as specified in Subsection 8.5.8.1 above; and
- 8.7.2.7 Contractor must collect data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of 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. Contractor's certification of compliance or application for exception is verified on Exhibit K, County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception.

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1 Unless Contractor has demonstrated to 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 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this Subsection 8.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with 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 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 work for County under this Contract, the Subcontractor shall also be subject to the provisions of this Subsection 8.8. The provisions of this Subsection 8.8 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract.
- 8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this 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. County may also require, at any time during the term of this Contract and at its sole discretion, that

Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this Subsection 8.8 of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this 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 Contractor shall adopt a conflict of interest policy for all staff performing work under this Contract which includes but is not limited to the following:

8.9.1.1 Contractor must ensure that staff performing work under this Contract shall not have access to records or information regarding their own cases or those of relatives or friends; and

8.9.1.2 Contractor must ensure that staff performing work under this Contract shall not be a licensed or license-exempt child care provider under the S1CC program; and

8.9.1.3 No County employee whose position with 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 Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of 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 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 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 Subsection 8.9 shall be a material breach of this Contract

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW 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. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates. Contractor shall complete and sign Exhibit N, Attestation of Willingness to Consider GAIN/GROW Participants.

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 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 work under this Contract. It is 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 County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies

provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with 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 a term of a contract with the County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

8.12.4 Contractor Hearing Board

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

8.12.4.2 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.

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

proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms of this Subsection 8.12 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 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 as set forth in Exhibit O of this Contract, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The poster can be downloaded on the Internet at <http://www.babysafela.org/campaign-materials>.

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 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, Family 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

8.15.1 The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

8.15.2 The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the

corrective action measures, 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 The 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 the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the 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 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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.

8.17.3 This Subsection 8.17 does not apply to child care providers.

8.18 FACSIMILE AND SCANNED REPRESENTATIONS

County and the Contractor hereby agree to regard facsimile and scanned representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such

documents with subsequent (non-facsimile and non-scanned) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

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 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subsection 8.20 as "force majeure events"). Said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Any non-performance which is excused hereunder shall not be used in calculating the degree of deviation in the Performance Requirement Summary.

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subsection 8.20, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. 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.

8.22.2 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. 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 Contractor.

8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. 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 Contractor pursuant to this Contract. This paragraph does not apply to child care providers.

8.22.4 Contractor shall adhere to the provisions stated in Subsection 7.6, Confidentiality.

8.23 INDEMNIFICATION

8.23.1 Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees and agents (collectively "County") from and against any and all liability and expense, including defense costs and legal fees, and claims for damages, including, but not limited to, bodily injury, death, personal injury, property damage, and/or violation of any applicable Municipal, County, federal and State laws and regulations, Court Rules or ordinances resulting from or connected with Contractor's acts or omissions, resulting from its

performance of this Contract subject to the provisions of Subsection 8.23.7.

- 8.23.2 Contractor shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all Contractor employee Workers' Compensation suits, liability, or expense resulting from its performance of this Contract and will bear the sole responsibility and liability for furnishing Workers' Compensation benefits in an amount and form to meet the State of California's statutory requirements, as set forth in Subsection 8.25.3, to any and all Contractor employees for injuries arising from or connected with services performed under this Contract, subject to the provisions of Subsection 8.23.7.
- 8.23.3 Contractor shall indemnify County, and hold harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by Contractor of the aforementioned obligations and covenants.
- 8.23.4 County shall indemnify, defend and hold harmless Contractor, its agents, officers and employees from and against any and all liability, and expense, including defense costs and legal fees, and claims for damages, including, but not limited to, bodily injury, death, personal injury, property damage, and/or violation of any applicable Municipal, County, federal and State laws and regulations, Court Rules or ordinances resulting from or connected with County's acts or omissions, resulting from its performance of this Contract.
- 8.23.5 County shall indemnify, defend, and hold harmless Contractor, its agents, officers and employees from any and all County employee Workers' Compensation suits, liability, or expense resulting from its performance of this Contract and will bear the sole responsibility and liability for furnishing Workers' Compensation benefits in an amount and form to meet the State of California's statutory requirements to any and all County employees for injuries arising from or connected with services performed under this Contract.
- 8.23.6 County shall indemnify Contractor, and hold harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by County of the aforementioned obligations and covenants.
- 8.23.7 Insofar as the obligations under this Contract require the Contractor to administrate Child Care services that are provided by License-Exempt Providers on behalf of County, County agrees to indemnify, defend and hold harmless Contractor, its directors, officers, employees, agents, and representatives from and against any and all liability, claims, lawsuits,

demands, costs and expenses (collectively "Claims"), including defense costs and legal fees and Claims for damages that are based on or arise under (i) Municipal, County, federal and California laws or regulations related to employment, labor, tax and Workers' Compensation laws (including contract and tort laws) and regulations, Court Rules and ordinances; and (ii) federal and California constitutional provisions regarding employment, labor, tax and Workers' Compensation resulting from Child Care services by License-Exempt Providers pursuant to Contractor's work under this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, with the exception of Subsection 8.38, Record Retention and Inspection/Audit Settlement, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

8.24.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured Endorsement confirming County and its Agents (defined in Subsection 8.24.2) has been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown in Paragraph 8.24.1.5 below and provided prior to commencing services under this Contract.

8.24.1.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

8.24.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance

Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

8.24.1.4 Neither County's failure to obtain, nor County's non-receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.1.5 Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411
Attn: S1CC CCA

8.24.1.6 Contractor also shall report to County within one (1) business day of discovery any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from compensation due to Contractor any premium costs advanced by County for such insurance or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to County with A.M. Best Insurance Ratings of not less than A: VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor

shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 Commercial General Liability

Commercial General Liability insurance providing scope of coverage equivalent to ISO policy form CG 00 01 or its equivalent), naming County and its Agents as an additional insured, 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

8.25.2 Automobile Liability

Automobile Liability insurance providing scope of coverage equivalent to ISO policy form CA 00 01 or its equivalent) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. This insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming

the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Crime Coverage

Crime Coverage insurance or a Fidelity Bond with limits of not less than \$100,000 per occurrence covering against all loss of money, securities, or other valuable property entrusted by County to Contractor, and shall apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. County and its Agents shall be named as an additional insured and loss payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to employee dishonesty; forgery or alteration; theft, mysterious disappearance, and destruction; computer fraud/theft; burglary and robbery, and shall not contain a requirement for an arrest and/or conviction.

8.25.5 Property Coverage

Property Coverage insurance providing deductibles of no greater than five percent (5%) of the property value. This coverage shall apply to the County property described in Section 6.0 of the Statement of Work. Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an additional insured and loss payee as its interests may appear. This insurance shall insure automobiles and mobile equipment, County owned or leased, for their actual cash value. Real property and all other personal property, County owned or leased, shall be insured for their full replacement value.

8.25.6 Sexual Misconduct Liability

Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.7 Compensation for County Costs

In the event that 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 County, Contractor shall pay full compensation for all costs including legal and collection fees incurred by County.

8.26 **LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of the DPSS Director, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, and as defined in Exhibit A-1, Performance Requirement Summary (PRS) Chart, the DPSS Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may establish a claim against Contractor for the amount specified in the PRS and Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor for the work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the DPSS Director, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the DPSS Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the DPSS Director, or his/her designee, deems are correctable by Contractor over a certain time span, the DPSS Director, or his/her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the DPSS Director, or his/her designee, may:

8.26.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Compensation; and/or

8.26.2.2 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 Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances or as specified in Exhibit A-1, PRS Chart, hereunder, and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or

8.26.2.3 Upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, County may correct any and all

deficiencies by utilizing an alternate source. The total costs incurred by County for completion of the work by an alternate source, whether it be County forces or a separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

8.26.3 The actions noted in Subsection 8.26.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County's cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Subsection 8.26 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 the PRS or Subsection 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same 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 County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 Contractor shall comply with all Equal Employment Opportunity (EEO)/anti-discrimination laws and regulations as defined in U.S. Executive Order 11246 and as amended by U.S. Executive Order 11375 and Supplemented in Department of Labor Regulations, 41 CFR, Part 60. Contractor shall ensure that EEO and State approved Civil Rights posters, "Equal Under the Law," are posted in all of Contractor's facilities, where they are easily accessible to Contractor's employees.

8.28.2 Contractor shall sign and comply with, the provisions of Exhibit Q - Contractor's EEO Certification.

8.28.3 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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 EEO/anti-discrimination laws and regulations.

8.28.4 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated equally 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 EEO/anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.5 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, physical or mental disability, marital status, or political affiliation.
- 8.28.6 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.
- 8.28.7 Contractor shall allow County representatives access to Contractor's applicable S1CC employment records during regular business hours to verify compliance with the provisions of this Subsection 8.28 when so requested by County.
- 8.28.8 If County finds that any provisions of this Subsection 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the EEO/anti-discrimination 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 Contractor has violated federal or State EEO/anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the EEO/anti-discrimination provisions of this Contract.
- 8.28.9 The parties agree that in the event Contractor violates any of the EEO/anti-discrimination provisions of this Contract, 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.

8.29 NON EXCLUSIVITY

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

8.30 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 three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

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

8.31 NOTICE OF DISPUTES

Any disputes between County and Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA and/or CCSM. If the CCA or CCSM is not able to resolve the dispute, the DPSS Director or his/her designee shall resolve it. The DPSS Director's or his/her designee's decision shall be final, after a reasonable resolution process.

8.32 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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 O of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing.

8.34.1 Delivery of Notices

Delivery of notices shall be accomplished by electronic mail (e-mail), facsimile (fax), hand delivery with a signed receipt, Fed-Ex, or mailed by first-class registered or certified mail, postage prepaid.

8.34.2 Notices to Contractor

Notices shall be addressed to Contractor's authorized official as identified in Exhibit F, Contractor's Administration.

8.34.3 Notices to County

Notices shall be addressed to the CCSM as identified in Exhibit E, County's Administration.

8.34.4 Suspension/Termination Notices

In the event of suspension or termination of this Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and 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 County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subsection 8.38, Record Retention and Inspection/Audit Settlement of this Contract; become the exclusive property of 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”. 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 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”, Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY (DISCLOSURE OF INFORMATION)

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 Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The Contractor shall develop public outreach material advising of available child care services. This material should be presented in a professional manner; however, it should be clear, concise, and easy to understand, as determined by County.

8.37.1.2 During the term of this Contract, the Contractor, its employees, agents, and subcontractors 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 County without the prior written consent of the County. County shall not unreasonably withhold written consent. In no event shall Contractor use any material which identifies any individual by name or picture as an applicant for, or participant of services provided by DPSS.

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 Subsection 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 record relating to this Contract. The County reserves the right to conduct record inspection and audits with no advance notification to the Contractor when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and 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 or for a period of five (5) years following the last date of service or until all audits started are completed, whichever is later; 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 County's option, the Contractor shall pay 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 Contractor or otherwise, then Contractor shall file a copy of such audit report with the CCA and 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. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of Contractor to comply with any of the provisions of this Subsection 8.38 shall constitute a material breach of this Contract upon which 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 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.

- 8.38.4 County will notify Contractor of any audit dispute and permit Contractor to participate in any response. Nothing in this Subsection 8.38 constitutes a waiver of Contractor's rights and remedies.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, 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 DPSS**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract. Child Care Providers are not subcontractors.

- 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 In the event that the County should consent to subcontracting, the Contractor shall include in all subcontracts, the following provision: "This Contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

- 8.40.4 Subcontracts shall comply with CDSS Manual of Policies and Procedures (MPP), Section 23-600 et seq. found in the link as follows:

<http://www.dss.cahwnet.gov/ord/entres/getinfo/pdf/opsman4.pdf>

- 8.40.5 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 the Contractor employees.

- 8.40.6 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.
- 8.40.7 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.
- 8.40.8 The DPSS CMD Division Chief is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.9 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.
- 8.40.10 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 before any Subcontractor employee may perform any work hereunder, to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411
Attn: S1CC CCA

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.43 - Termination for Default and pursue debarment of the 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 County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by delivery of written 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 sixty (60) calendar days after the notice is sent. (For PUSD, no less than seventy-five (75) calendar days).
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
- 8.42.2.1 Stop work and eliminate all new costs and expenses, including, all other ongoing costs and expenses under this Contract on the date and to the extent specified in such notice;
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by in such notice;
 - 8.42.2.3 Take all reasonable and necessary steps to cancel all leased or rented space agreements entered into to perform the services terminated hereunder; and
 - 8.42.2.4 Submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but no later than three (3) months from the effective date of termination.
- 8.42.3 Upon receipt of Contractor's termination claim and invoice, County shall pay the agreed amount, within sixty (60) days, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated or completed. Said amount shall include all payments due to Contractor through the date upon which such termination becomes effective and in accordance with Subsection 5.6, No Payment for Services Provided Following Expiration/Termination of Contract. Contractor shall not incur new costs which extend beyond the termination date.
- 8.42.4 Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined within five (5) months of the effective date of termination. County shall include with

the payment a statement explaining County's determination of the payment.

- 8.42.5 Upon termination of this Contract, Contractor shall deliver to DPSS all reports, County computer software programs, and County equipment within ten (10) business days after the effective date of termination of this Contract. County shall acknowledge in writing receipt of all items described in this Paragraph and Contractor shall be released thereby from any responsibility for the items returned. Such returned items shall not be subject to the record retention requirements in Subsection 8.38, Record Retention and Inspection/Audit Settlement, of this Contract.
- 8.42.6 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Subsection 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the CCSM:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 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) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subsection 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 Subsection 8.43.

- 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 Subsection 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 Subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 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 Subparagraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Subparagraph 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 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing 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 Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

8.45.1.1 Insolvency of Contractor. 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

8.45.2 The rights and remedies of County provided in this Subsection 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

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The County's obligation is payable only from funds appropriated by the purpose of this Contract. All funds for payments after the end of the current FY are subject to federal, State or County's legislative appropriation for this purpose. In the event this Contract extends into succeeding FY periods and the Board of Supervisors or the State or federal Legislature does not allocate sufficient funds for the next succeeding FY payments, services shall automatically be terminated as of the end of the then current FY.

The County shall make a good faith effort to notify the Contractor, in writing, of such non-appropriation at the earliest time.

In the event of non-appropriation of funds, procedures in Subsection 8.42, Termination for Convenience, shall apply.

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

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

8.49.2 The rights and remedies set forth in this Subsection 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 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.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.51.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract, will maintain compliance with Los Angeles County Code Chapter 2.206.
- 8.51.3 Contractor shall sign and adhere with the terms as set forth in Exhibit S, Certification of Compliance with the County's Defaulted Property Tax Reduction Program.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Subsection 8.51, "Warranty of Compliance with County's Defaulted Property Tax Reduction Program", shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

- 8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

9.2 DATA DESTRUCTION

9.2.1 Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

9.2.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

9.2.3 Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.2.4 This Subsection 9.2 does not limit or supersede Contractor's obligations under this Contract, Subsection 8.38, Record Retention and Inspection/Audit Settlement.

9.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANACTIONS (45 C.F.R Part 76)

9.3.1 Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

9.3.2 By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

9.4 CHILD/ELDER ABUSE AND FRAUD REPORTING

9.4.1 Contractor staff performing work under this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff performing work under this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Section 11166 and 11167.

9.4.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within one (1) business day from the date Contractor became aware of the suspected instance of child abuse.

9.4.3 Contractor staff performing work under this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective

services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff performing work under this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

- 9.4.4 Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (877) 477-3646 [(877) 4RSENIORS] within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.4.5 Contractor staff performing work under this Contract shall also immediately report all suspected or actual welfare fraud situations to DPSS Central Fraud Reporting Line at (800) 349-9970.
- 9.4.6 County shall indemnify, defend, and hold harmless Contractor and its officers, directors, employees, agents and representatives against any and all liability, demands, claims, cost, losses, damages, recoveries, settlements, judgments and expenses (including reasonable attorney's fees and fees and expenses incurred in enforcing this indemnity provision) incurred by Contractor arising from Contractor's compliance with Subsections 9.4.1 through 9.4.6 whether due to Contractor's passive or active negligence. This indemnity shall be applicable to any and all such claims as described herein that occur during the term of this Contract, whenever they are made. Each party hereby acknowledges that the indemnity expressed in this Subsection 9.4 was negotiated and each was represented by independent legal counsel.

9.5 COLLECTIVE BARGAINING AGREEMENT

- 9.5.1 To comply with CDSS Operations Manual Section 23-610 (c) (22), Contractor agrees to provide County, upon request, a copy of any collective bargaining agreement covering employees performing work under this Contract.

9.6 COMMUNICATION

- 9.6.1 Contractor shall endeavor to maintain the good will and spirit of cooperation that exists between County and welfare advocacy groups who represent participants provided services under this Contract. Cooperation shall include verbal and written communications, attendance at meetings and submission of written materials for CalWORKs participants.

9.7 COMPLETION OF CONTRACT

- 9.7.1 Two months prior (or shorter time period if determined by County), to termination or expiration of this Contract, Contractor shall allow County or newly selected Contractor a transition period for orientation purposes and

the orderly transition of Contractor's current operation without additional costs to County. This transition shall include any and all specific tasks and standards required of Contractor pursuant to Exhibit A, Statement of Work and Exhibits, of this Contract.

9.7.2 Contractor shall provide assistance for an orderly transition of the work back to County or another Contractor by the provision of personnel, plans and training. During this transition period Contractor shall continue to process work timely and accurately so that the operation is current at the termination or expiration of this Contract.

9.8 EMPLOYEE SAFETY

Contractor will assure that Contractor's employees:

9.8.1 Are covered by an effective Injury and Illness Prevention Program; and

9.8.2 Receive all required general and specific training on employee safety.

9.9 FISCAL ACCOUNTABILITY

9.9.1 Contractor shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related OMB Guidance.

9.9.2 Contractor shall provide a Single Audit to County on an annual basis.

9.9.3 The Catalog of Federal Domestic Assistance (CFDA) number for this Contract is 93.558.

9.10 GOVERNMENT OBSERVATION

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

9.11 NOTICE OF MEETINGS

9.11.1 Contractor shall provide appropriate levels of staff at all meetings, conciliations, grievance, State and other public hearings as requested by County. County will give five (5) business days prior notice to Contractor of the need to attend such meetings or public hearings. If the appropriate Contractor staff is unavailable to attend, Contractor shall notify County immediately and County will attempt to reschedule the meeting or public hearing.

- 9.11.2 Contractor may verbally request meetings with County, as needed, with five (5) business days' advance notice.
- 9.11.3 The advance notice requirement may be waived with the mutual consent of both Contractor and County.

9.12 PROPRIETARY RIGHTS

- 9.12.1 Any and all materials, data, software, tools, and other information (hereafter "materials") of any kind obtained from County and any and all materials of any kind developed by Contractor under this Contract are confidential to and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information.
- 9.12.2 Any and all materials, software, tools, and information of any kind which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the CCA as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.12.3 County shall not require Contractor to provide any material that is proprietary to it; provided, however, that if County requests Contractor's proprietary material in order to successfully complete the services under this Contract, it shall be provided. County shall limit reproduction and distribution to the minimum extent consistent with County's need for such material, and, when County no longer needs such material, but in no event later than expiration or termination of this Contract, County shall either:
 - 9.12.3.1 Cause all copies of such material to be returned to Contractor;
or
 - 9.12.3.2 Certify to Contractor that all copies of such material have been destroyed.
- 9.12.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential materials are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential materials without the prior written consent of Contractor.
- 9.12.5 Recognizing that County has no way to safeguard proprietary and/or confidential materials, Contractor shall, and does, hereby keep and hold

County harmless from all damages, costs, and expenses by reason of any disclosure by County of any such proprietary and/or confidential materials.

9.12.6 The terms of this Subsection 9.12 shall survive the expiration or termination of this Contract.

9.13 REASSIGNMENT OF PERSONNEL

County, at its sole discretion, may require Contractor to remove any of Contractor's non-managerial personnel, including subcontractor employees, from performing any direct services with families or providers pursuant to this Contract. At the request of County, Contractor shall immediately replace said personnel. Under no circumstance, will County request or require Contractor's personnel, including subcontractor employees, to be terminated from its employment with Contractor. That decision is solely within the discretion of Contractor.

9.14 RULES AND REGULATIONS AT COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

9.15 SHREDDING OF DOCUMENTS

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

Documents for record and retention purposes in accordance with Subsection 8.38, Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five (5) years after the term of this Contract or for a period of five (5) years following the last date of service or until all audits started are completed, whichever is later.

9.16 TIMELY COMPLETION

Time is of the essence in the provision and completion of the work provided to County as stipulated in this Contract, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Contract.

9.17 USE OF COUNTY FACILITIES, BUILDINGS OR GROUNDS

Contractor shall use County facilities, buildings or grounds as follows:

9.17.1 Purpose of Scope of Utilization

Under this Contract, Contractor shall utilize County facilities, buildings or grounds designated as co-located sites as set forth in, Exhibit A-4, hereunder. It is expressly understood that this Contract does not constitute the conveyance by County to Contractor of any estate or interest in real property.

9.17.2 Operational Space within County Facilities, Buildings or Grounds and Responsibilities of Contractor

9.17.2.1 Contractor shall:

- 9.17.2.1.1 Keep the areas occupied in a clean and sanitary manner.
- 9.17.2.1.2 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all property belonging to Contractor that is installed or placed within the areas occupied.
- 9.17.2.1.3 Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of Contractor's activities on the premises.
- 9.17.2.1.4 Upon termination or expiration of this Contract, restore the areas occupied to the conditions that existed prior to the commencement of the activities authorized by this Contract, other than for ordinary wear and tear and damage or destruction from forces beyond the control of Contractor.
- 9.17.2.1.5 Permit County representatives hereinafter designated in Exhibit A, Statement of Work, to enter the areas occupied at any time for the purpose of determining whether Contractor's

activities are being conducted in compliance with the terms of this Contract, or for any other purpose incidental to the performance of the duties required by County.

9.17.2.1.6 Make no alterations or improvements to the areas occupied for the performance of authorized activities conducted in compliance with the terms of this Contract, without County's written approval, other than for placement therein of personal property required for the performance of said activities.

9.17.2.1.7 Remove all personal property furnished by Contractor, including personal property installed or placed within the areas occupied, upon termination of this Contract.

9.18 VERBAL DISCUSSIONS

The Contractor's Manager, or alternate, designated in writing to act in Contractor's behalf, shall be available to respond to County's verbal inquiries within one (1) business day or longer as determined by County, excluding weekends and holidays.

9.19 WARRANTY

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

9.19.2 Contractor shall, within one (1) business day after oral or written notice from County, correct any and all defects, deficiencies, errors or omissions in services rendered to County of an emergent nature. Contractor shall correct any and all defects, deficiencies, errors or omissions in services rendered to County of a non-emergent nature within a reasonable time, as agreed by County and Contractor. The correction of such defects, deficiencies, errors or omissions shall be at no cost to County.

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

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Director
Department of Public Social Services

Date

APPROVED AS TO FORM:
MARK J. SALADINO
COUNTY COUNSEL

By _____
Melinda White-Svec
Deputy County Counsel

Date

CONTRACTOR'S NAME:

By _____
Authorized Official's Name (Typed)
Authorized Official's Title (Typed)

Date

By _____
Authorized Official's Name (Typed)
Authorized Official's Title (Typed)

Date

EXHIBIT A

STATEMENT OF WORK AND EXHIBITS

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STATEMENT OF WORK

PREAMBLE

The County of Los Angeles seeks to collaborate 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 Strategic Plan Mission, Values, Goals, and performance outcomes.

The County's 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 County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's three Goals:

- 1) Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services;
- 2) Community Support and Responsiveness: Enrich lives of Los Angeles County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges; and
- 3) Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

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.

1.0 GENERAL

The goal of the CalWORKs Stage 1 Child Care (S1CC) Program is to ensure families have stable child care as they transition off cash assistance to achieve self-sufficiency. S1CC is available to CalWORKs participants with eligible dependent children who are participating in a County-approved CalWORKs Welfare-to-Work (WtW) activity and/or employment. The ultimate choice of a child care provider, whether licensed or license-exempt, shall be decided by the parent.

2.0 SPECIFIC GOALS

All parties agree to manage S1CC to achieve the following goals:

- 2.1 Help parents move from welfare to economic self-sufficiency by helping them find and reimburse for licensed and license-exempt child care services, which are safe and stable;
- 2.2 Help children develop and realize their potential by assisting parents in choosing quality child care;
- 2.3 Support and protect program integrity of the CalWORKs Program operated by the Los Angeles County Department of Public Social Services (DPSS);
- 2.4 Help parents by verifying that an appropriate child care space is available prior to issuing a referral to a licensed child care provider;
- 2.5 Ensure the CalWORKs Program is a coordinated part of, and supports the broader child care program system in Los Angeles County;
- 2.6 Ensure true parental choice. Parents must not be directed in selecting a particular type of care and must independently select their child care provider, whether licensed or license-exempt.

3.0 SCOPE OF WORK

3.1 CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for the tasks summarized below and as outlined in this Statement of Work, Section 8.0, Specific Tasks. In summary, Contractor shall:

- 3.1.1 Perform S1CC outreach activities;
- 3.1.2 Give S1CC presentations at GAIN Regional offices and designated Orientation Job Club (OJC) sites;
- 3.1.3 Process child care request upon receipt of a CalWORKs S1CC Request (ST1-01), a GEARS alert, and/or an LRS request;

- 3.1.4 Explain all of the various types of child care available to participants (licensed and license-exempt child care), and provide parental choice rights and consumer education information;
- 3.1.5 Provide enhanced referrals to licensed family child care providers and child care centers as specified in Paragraph 8.4.3.3 below;
- 3.1.6 Assist providers in the process of TrustLine registration and Health and Safety Self-Certification;
- 3.1.7 Approve or deny a S1CC request timely and accurately;
- 3.1.8 Send Notice of Action (NOA) and notifications to participants and providers, as appropriate;
- 3.1.9 Review providers' declared child care reimbursement rates;
- 3.1.10 Send the Provider Payment Request (PPR) forms to childcare providers;
- 3.1.11 Authorize and issue child care reimbursements to child care providers and reimburse providers timely upon receipt of properly completed PPRs;
- 3.1.12 Update GEARS and/or LRS as required, which include file transfer protocols with Contractor's automated system;
- 3.1.13 Maintain approved S1CC cases for the participants and providers to include at a minimum:
 - a. Review and determination of participants' S1CC eligibility at the initial request, at the annual re-evaluation of participants' S1CC eligibility, at any time participants' information changes, and at other times as designated in this Contract; and
 - b. Review of providers' eligibility to provide child care services when the participant reports a new provider, at any time changes in the provider's information affect reimbursement, and at other times as designated in this Contract;
- 3.1.14 Assess and collect Family Fees for former CalWORKs participants who receive child care services in S1CC, as appropriate;
- 3.1.15 Terminate and close child care cases;
- 3.1.16 Transfer S1CC cases to Stages 2 and 3;

- 3.1.17 Comply with all management and administrative tasks necessary for the delivery of S1CC services as specified in Subsection 8.8 below;
- 3.1.18 Adhere to the provisions of the policy and procedures outlined in DPSS Administrative Directives, current GAIN Policy, and Provider Payment Rules;
- 3.1.19 Meet all requirements as outlined in this Statement of Work, Section 9.0, Performance Requirements Summary and as summarized in Exhibit A-1, Performance Requirements Summary Chart;
- 3.1.20 Respond to all Contract Discrepancy Reports, Exhibit A-2, within timeframe listed on the report; and
- 3.1.21 Provide S1CC services to zip codes assigned to Contractor listed in Exhibit A-10.

4.0 QUALITY ASSURANCE

County shall monitor Contractor's contract compliance as stipulated throughout this Contract. County shall monitor Contractor's performance in this Statement of Work using the quality assurance procedures specified in Section 9.0, Performance Requirements Summary and summarized in Exhibit A-1, Performance Requirements Summary Chart, or by using any other such procedures as defined in this Contract.

County shall provide the final S1CC Performance Requirement Summary Report outlining the performance of all S1CC contract agencies, on a periodic basis, to each Contractor, the DPSS Child Care Program Section, DPSS Chief Deputy Director, and the DPSS Director. This report may also be submitted to the Board of Supervisors, at the discretion of County.

5.0 HOURS OF OPERATION

5.1 REGULAR PUBLIC ACCESS HOURS

To meet the needs of participants, Contractor's main office shall be open for in-person and telephone access from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for County recognized holidays. Contractor may not substitute a non-County recognized holiday with a County recognized holiday.

5.2 EXTENDED PUBLIC ACCESS HOURS – ONE DAY A WEEK

To meet the needs of participants, Contractor's main office shall also be open one day a week on the same day of each week, for in-person and telephone access from 5:00 p.m. to 7:00 p.m., during the term of this

Contract. Contractor shall notify the County Contract Administrator (CCA) in writing within thirty (30) calendar days of the start of this Contract of the designated day for extended public access hours and within fifteen (15) calendar days prior to any changes thereafter.

5.3 ADDITIONAL HOURS – SATURDAYS AND EVENINGS

To accommodate the specific needs of participants with special circumstances, Contractor shall, when necessary:

- a. Be available to provide Saturday appointments; and
- b. Be available to provide late evening appointments between 5:00 p.m. and 7:00 p.m. on the other four weekdays not designated to stay open late as specified in Subsection 5.2 above.

5.4 MAIN OFFICE LANGUAGE AVAILABILITY DURING REGULAR AND EXTENDED PUBLIC ACCESS HOURS

- a. Contractor shall have staff available to provide services to participants, in-person or by telephone, both in English and Spanish as specified in Exhibit A-4, during regular and extended public access hours, Monday through Friday.
- b. Contractor shall have staff available to provide services to participants, in-person or by telephone, in other languages as specified in Exhibit A-4, and Subsection 7.4 from 8:00 a.m. to 5:00 p.m., Monday through Friday.

5.5 COUNTY ACCESS HOURS

Contractor's Manager or alternate shall be available 8:00 a.m. to 5:00 p.m., Monday through Friday, to respond to inquiries of the CCA or alternate, except on County recognized holidays.

5.6 CO-LOCATED/SWIFT COMMUNICATION STAFF HOURS

Contractors providing co-located and swift communication services shall have staff available at the assigned DPSS District/Regional Offices (DRO) and contracted Refugee Employment Program (REP) offices during the days and hours specified in Exhibit A-4, unless otherwise authorized by the District or Regional Office Director. Language services at co-located sites shall be in accordance with the Exhibit mentioned above and Subsection 7.4, below.

5.7 CLOSURES FOR IN-SERVICE TRAINING

With prior written approval of County, Contractor may close its offices and co-located sites up to three (3) business days per fiscal year for staff training during the term of this Contract as follows:

- a. Contractor shall submit a written request for County approval to close for training at least thirty (30) calendar days in advance of the training date. Contractor shall designate a contact person to be available in the event of an emergency during pre-approved training days consistent with the access hours in Subsection 5.5 above. The advance written notice request to close for training shall specify the name and telephone number of Contractor's contact person;
- b. Such training days may not be adjoining business days, and no more than one training day shall be scheduled in any one week;
- c. Contractor's request to close for training may be a combination of half days or full days, but not to exceed a total of three (3) business days per fiscal year; and the request for half days may only be in increments of contiguous morning or afternoon hours.
- d. If the request to close for training is approved by County, Contractor shall provide written notice to each DRO, Cal-Learn office, REP office, and the Los Angeles County Office of Education (LACOE) at least ten (10) business days before closing for training. In addition, subsequent to County's approval of closure advance notice shall be posted at Contractor's main office and co-located sites before closing for training to alert participants and providers.
- e. Days when Contractor closes its offices or co-located sites a full day for in-service training shall not be considered a "business day" for purposes of completing tasks.

6.0 COUNTY FURNISHED ITEMS

All County furnished items are provided by the County for the duration of the Contract only, and solely for the performance of this Contract. The County shall provide no materials, equipment, and/or services necessary to perform case management, except as identified below.

6.1 ACCESS TO COUNTY COMPUTER APPLICATIONS

County will provide Contractor with access to GEARS, LEADER, LRS, EDMS, and/or ASH Tracking System (ATS) computer applications. Contractor shall request or terminate access for staff to use the GEARS, LRS, LEADER, EDMS, and/or ATS computer applications as follows:

- 6.1.1 Contractor shall request access to each of the computer applications for staff newly assigned to S1CC, within four (4) business days of the assignment, by submitting a completed User Request form and a signed Security Agreement for each computer application. Contractor shall send the forms to the CCA, as appropriate, by fax or e-mail. Contractor shall contact the CCA if a response to the request is not received within ten (10) business days.
- 6.1.2 Contractor shall provide written notice to the CCA, as appropriate, within four (4) business days, when a staff person no longer needs access to County-provided computer applications. County will promptly cancel that person's access to the computer application(s).
- 6.1.3 County will provide Contractor VPN access to allow Contractor access to County's computer applications using the internet through VPN technology as specified in this Statement of Work.
- 6.1.4 Contractor shall report to the CCA, the loss, vandalism or theft of County-provided computer equipment, including but not limited to VPN access key (e.g. Secure ID), within one (1) business day after discovery. Contractor shall also within one (1) business day contact the local law enforcement agency, for stolen County-provided computer equipment and submit a copy of the police report to the CCA within one (1) business day after being made available to Contractor by the police agency.

6.2 SPACE AND FURNISHINGS AT CO-LOCATED SITES

County will provide space and furnishings for Contractor's co-located staff assigned to DROs as follows:

6.2.1 Space

- a. County will provide a work area of enough size to deliver S1CC services to participants; and
- b. County will make every effort to provide parking.

6.2.2 Furnishings

- a. County will provide a workstation furnished with each of the following: desk, chair, telephone, CPU, monitor, mouse, keyboard, and printer or network printer.

- b. County will be responsible for the physical security of County-provided computer equipment and County-provided computer access at the co-located sites specified in Exhibit A-4.
- c. County will provide maintenance, repair or replacement of County-provided equipment because of normal wear and tear.
- d. County will conduct an inventory, at least semi-annually during the term of this Contract of all County equipment provided to Contractor located at Contractor's co-located sites.

6.3 TRAINING

6.3.1 County will provide training to Contractor as follows:

- a. S1CC Program training for Contractor's staff as often as required and as program changes occur, within ninety (90) days of Contractor's request.
- b. GEARS, LEADER, and LRS system training for Contractor's staff as determined necessary by County.
- c. Schedule and arrange the mandatory Civil Rights training for Contractor's staff.

6.3.2 County may arrange training on the following topics for Contractor's staff on an as-needed basis, if available:

- a. Appeals and State Hearings;
- b. CalWORKs Supportive Services;
- c. Domestic Violence Awareness;
- d. Fraud Awareness and Prevention; and
- e. Child and Elder Abuse Awareness.

6.3.3 County may provide cultural awareness and sensitivity training and materials to Contractor staff. If County provides such training, Contractor shall ensure all of Contractor's staff are trained.

6.4 MATERIALS

County will provide for Contractor's use, materials that include but are not limited to the following:

- 6.4.1 A quarterly list of DPSS District and GAIN Regional offices that includes the names and telephone numbers of the District and GAIN Child Care Coordinators (CCCs);
- 6.4.2 A list of County recognized holidays. The County Contract Administrator (CCA) will provide a list of County recognized holidays to Contractor at the beginning of each calendar year during the term of this Contract;
- 6.4.3 At Contractor's request, a copy of materials pertaining to Civil Rights compliance, including the current Civil Rights Training Handbook;
- 6.4.4 A supply of the Civil Rights Complaint of Discriminatory Treatment (PA 607) form, in all the threshold languages, for current CalWORKs participants to report Civil Rights complaints;
- 6.4.5 Civil Rights posters and brochures to be made available in Contractor's lobby;
- 6.4.6 "Welfare Fraud Is A Crime" poster for posting in Contractor's lobby;
- 6.4.7 Updated public awareness materials/posters of the Notice to Employees Regarding the Safely Surrendered Baby Law; and
- 6.4.8 Written translations of all County forms, notices, letters, notifications, and Notices of Action (NOA) into County's current threshold languages, which Contractor is required to use. Contractor is not required to translate County forms, notices, letters, notifications, NOAs; and
- 6.4.9 Access to Stage 1 Child Care policies using various methods of distribution. Methods may include policy written on-line (via multiple systems) or as distributed via U.S. mail or email correspondence.

6.5 LEADER REPLACEMENT SYSTEM (LRS) TRANSITION

The County uses automated systems to process and maintain cases for participants who apply for and receive public assistance programs administered by DPSS.

As the County transitions current systems to LRS, there may be a period of overlap, in which both the current legacy systems (including, GEARS and LEADER) and LRS will be simultaneously operational. During the transitional period, Contractor shall utilize and maintain one or more systems as necessary until the transition period ends and LRS is fully implemented throughout DPSS.

LRS will provide a wide-range of access to view case information for child care determination purposes. Contractor shall work with County and permit flexibility in the event that County encounters unexpected issues that may arise as a result of the LRS transition.

Every effort was made to have similar functionality in LRS as in GEARS and LEADER, which is used to track Stage 1 Child Care caseloads. See Exhibit A-13 for examples of LRS screens that may be comparable to GEARS and LEADER screens.

Contractor may be entitled to receive LRS conversion payments for months during which use of both the legacy system(s) and LRS is required by County during the transition period. LRS conversion payments are contingent upon Contractor's verified use of both LRS and the legacy system(s).

7.0 CONTRACTOR FURNISHED ITEMS

7.1 GENERAL

Contractor shall furnish all necessary personnel, space, furnishings, computer equipment, office equipment, supplies (e.g., paper, printer toner/ink cartridges, etc.) and training, except as provided by County, as specified in this Statement of Work, Section 6.0, County Furnished Items, for the delivery of all S1CC services required by this Contract.

7.2 START-UP DELIVERABLES

Within thirty (30) calendar days of the effective date of this Contract, Contractor shall submit to the CCA the following deliverables. Contractor's failure to submit any of the following deliverables shall constitute a breach of the terms of this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract.

7.2.1 Quality Control Plan

Contractor shall provide a comprehensive Quality Control Plan (QCP), subject to County approval, to assure County that a consistently high level of quality service, and contractual compliance by Contractor is met throughout the term of this Contract. Contractor shall submit revisions to the QCP as changes occur during the term of this Contract. Revisions to the QCP are subject to County approval. The QCP shall include, but is not limited to the following:

- a. A plan to ensure Contractor's staff rendering services is qualified;

- b. A plan to ensure required staffing levels are maintained, including co-located staffing levels;
- c. An internal monitoring system to identify, prevent and correct deficiencies in the quality of service before the level of performance becomes unacceptable. The monitoring system shall identify all of the performance requirements listed in this Statement of Work, Section 9.0, Performance Requirements Summary and Exhibit A-1, Performance Requirements Summary Chart; the monitoring frequency; and the specific S1CC activities that will be monitored;
- d. Written forms to be used, in the internal monitoring, to capture the data needed to identify all errors found, record the description of these errors and corrective actions taken, and the time elapsed between discovery of errors and completion of corrective action;
- e. A resolution process to address a Contract Discrepancy Report (CDR) in compliance with this Statement of Work, Subsection 9.6, Contract Discrepancy Report;
- f. A plan to ensure record keeping is in compliance with confidentiality and civil rights requirements;
- g. A training plan that includes training curriculum for newly hired Contractor's staff and retraining of Contractor's staff who are not performing to County standards;
- h. A plan to ensure customer satisfaction is maintained;
- i. A plan to ensure outreach activities are effective;
- j. A plan to ensure that a complete inventory list of all equipment is updated at least semi-annually; and
- k. A plan to safeguard against Contractor employee fraud by including specific review provisions.

7.2.2 Disaster Recovery Plan

Contractor shall provide a Disaster Recovery Plan (DRP), subject to County approval, to assure Contractor's technology division is enabled to survive a disaster and to resume and/or continue normal business operations. To ensure that the recovery procedures are operational and valid, the DRP shall be tested on an annual basis,

or when significant changes in the operations occur, and revised if necessary. Revisions to the DRP are subject to County approval.

- a. The DRP shall establish clear lines of authority, prioritize work efforts, and shall ensure that:
 1. Electronic and other data and information on participant's eligibility and provider reimbursements are secure and retrievable within specific timeframes designated by County, in the event of a disaster; and
 2. Continuity of services is provided and resources are in place to maintain the ability to make reimbursements to providers accurately and timely in the event of a disaster.
- b. The DRP shall include the following:
 1. Contractor's criticality rating as a guide in determining in what order functions shall be restored;
 2. Contractor's designated senior management support and recovery teams who will be responsible for performing the recovery efforts following a disaster;
 3. Contractor's specific plans identifying each recovery team's critical business operation. Each plan shall contain detailed emergency response, resumption and support, recovery and support responsibilities and tasks as well as notification procedures;
- c. The DRP shall, at a minimum, recover the following elements of computer operations, while assuring security policies are adhered to and ensuring integrity of:
 1. System software to restore data dictionaries and databases, needed for business operations at an alternate site and if necessary, to restore and prepare the data for processing;
 2. Network communication by re-routing messages to a back-up processing center;
 3. Application software to run at a recovery center and provide users with back-up data entry instructions;
 4. Close network operations, if necessary, to operate the critical systems at an alternate site; and

5. Office recovery to restore manual systems associated with critical computer applications.
- d. The DRP shall aim to lessen the impact of a disaster on Contractor's normal business operations and information technology support by:
1. Minimizing the loss of critical data processing systems, assets, and resources;
 2. Establishing a capability to resume processing of critical applications with the least amount of delay;
 3. Preparing a controlled response to emergencies; and
 4. Increasing the safety of personnel in the event of a disaster.

7.2.3 Organizational Chart and Roster

Contractor shall provide a complete organizational chart and roster of all Contractor's staff assigned to S1CC, and a listing of all child care facilities over which Contractor is named as a licensee or has fiscal operational control. Revisions shall be submitted to County as follows:

- a. Contractor shall submit to County an updated roster on a monthly basis with the Monthly Management Report (MMR) as specified in Subsection 8.8.1 below.
- b. Contractor shall submit revisions of the organizational chart and listing of all child care facilities over which Contractor is named as a licensee or has fiscal operational control on a semi-annual basis, each July 15 and January 15 of the contract term, or upon request by County.

7.2.4 Inventory List

Contractor shall provide a complete inventory list of all County-provided equipment and equipment purchased by Contractor with County funds, at Contractor's offices and co-located sites, as described in Section 7.6, herein.

Contractor shall update the equipment inventory list on no less than a semi-annual basis.

7.2.5 Written Complaint Procedures

Contractor shall provide written procedures on handling complaints and customer service as specified in Contract, Subsection 8.5, Complaints.

7.2.6 Cost Allocation Plan

At the start of this Contract, Contractor shall provide its Cost Allocation Plan. The plan shall be prepared in accordance with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related OMB Guidance. The Cost Allocation Plan shall identify the Contractor's general accounting policies; identify direct and indirect costs by category; describe the cost allocation methodology for each category; and is signed by the Contractor's manager who certified the plan.

7.3 STAFFING

7.3.1 Staffing Levels

- a. Contractor shall maintain a staffing level as specified in Exhibit B, Contractor's Budget, needed for the delivery of all S1CC services required by this Contract as specified in Contract, Subsection 5.2, Co-located and Outreach Costs, and Subsection 5.7, Contractor's Budget.
- b. Contractor may amend without prior approval of the County, Exhibit B, Contractor's Budget, to allow for a staffing decrease proportionate to a caseload decrease, with the exception of the staffing levels indicated in the co-located staff portion of the budget. Contractor may also amend without prior approval of the County, Exhibit B, Contractor's Budget, to allow for a staffing increase proportionate to a caseload increase, with the exception of the co-located staff portion of the budget.
- c. Contractor shall demonstrate efforts made to fill budgeted staffing vacancies within ninety (90) calendar days of the creation of a budgeted staffing vacancy or amend Exhibit B, Contractor's Budget, staff as specified in part (b) of this Subsection above and report efforts made on the MMR with verification attached. Contractor shall fill vacancies within a hundred and twenty (120) calendar days of the creation of a budgeted staffing vacancy, with the exception of co-located staff vacancies, as specified in part (e) of this Subsection below.

- d. Contractors providing co-located services shall ensure that staffing levels for co-located staff are maintained at the level specified in Exhibit B, Contractor's Budget.
- e. Contractor shall not be required to provide replacement staff when the minimum co-located staffing level as reflected in Exhibit A-4 is met to ensure the delivery of all S1CC services on a given day or during an absence of less than one (1) week due to illness, vacation, emergency, or training. Contractor shall ensure there is back-up replacement staff available to replace co-located staff, within one (1) business day, whenever a vacancy or an absence of more than one (1) week occurs at a co-located site. Contractor shall ensure that each co-located site has available, at minimum, one staff who has GEARS and LRS computer skills along with a user identification number/password and access to EDMS.
- f. Contractor shall ensure that Contractor's staff providing co-located and swift communication services report to work on time and adhere to all DRO's protocol provided by County, such as professional etiquette and wearing an employee identification badge.
- g. County shall have the authority to request that Contractor replace co-located staff in the event of recurring or serious problems caused by Contractor staff.
- h. County has the right to amend Exhibit A-4, by increasing or decreasing co-located staff at any DRO or contracted REP office, including any office previously not served by co-located staff. County will provide Contractor with a minimum thirty (30) calendar days advance written notice of any such change. Contractor's fixed monthly costs, as specified in Subsection, 5.2.1, for Co-located Staff shall be accordingly increased or decreased whenever such a change occurs, as of the effective date of the change.
- i. Contractor shall ensure there is qualified staff for the delivery of all S1CC services to participants in English, Spanish, and other required threshold languages at its main office and co-located sites to maintain compliance with the language requirements specified in Exhibit A-4.

7.3.2 Contractor's Manager and Alternate

Contractor shall provide a qualified Contract Manager and alternate who will act as primary liaison with County and be responsible for the overall management and coordination of this Contract.

Contractor's Manager and alternate shall be identified in Exhibit F, Contractor's Administration, and in writing any time thereafter a change of Contractor's Manager or alternate is made. Specifically, Contractor's Manager or alternate shall:

- a. Have full authority to act for Contractor on all contract matters relating to the daily operation of this Contract;
- b. Be available between 8:00 a.m. and 5:00 p.m. Monday through Friday, except County recognized holidays;
- c. Be able to read, write, and speak English fluently.

7.3.3 Availability of Key Management Staff

Contractor shall ensure key management staff is readily available to respond to inquiries by County during business hours specified in Subsection 5.5 above. In the event of a vacancy of Contractor's key management staff, an interim replacement shall be made within thirty (30) calendar days of the creation of the vacancy. Contractor shall notify County in writing of any change in key management staff within thirty (30) calendar days of replacement.

7.4 **LANGUAGE SERVICES**

Contractor shall have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in the threshold languages. Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff. Contractor shall provide qualified staff to meet the language needs of participants receiving S1CC services as follows:

7.4.1 Oral Communication

- a. Contractor shall provide S1CC services at its main office in English and Spanish, as specified in Subsection 5.4.a above.
- b. Contractor shall provide S1CC services at its main office in other threshold languages as specified in Subsection 5.4.b above.

- c. Contractor shall provide S1CC services at co-located sites in the languages specified in Subsection 5.6 above.
- d. Contractor shall arrange for an interpreter when the language needs of the participant cannot be readily met. Interpreters may include DPSS staff or Contractor's staff, as appropriate. Contractor shall utilize other options such as contracted interpreters or Avaza Language Services Corporation (AVAZA) in the event that DPSS staff or Contractor's staff are not available to provide these services.
- e. Contractor may give the participant a return appointment at a specific date and time in the event that an interpreter is not readily available. The return appointment shall be scheduled within three (3) business days from the date it was determined that an interpreter was needed. Contractor shall notify the participant either verbally or in writing in the participant's preferred language of the return appointment. If the participant's preferred language is not a threshold language, any written notification issued to the participant shall be in accordance to Paragraph 7.4.2.c below. Contracted over-the-phone interpreters such as AVAZA, may be used for this purpose. All actions taken to meet the language needs of the participant shall be documented in the case notes.
- f. Contractor shall not request the participant to supply an interpreter. The participant retains the right to use his/her own interpreter, but shall never be required to do so. The use of minors as interpreters is strongly discouraged, except in emergency situations and at the participant's request. The circumstances for the use of a minor shall be documented in the case notes.

7.4.2 Written Communication

- a. Contractor shall review the GEARS Case Information Inquiry (ICAS) Screen, LRS Case Summary information, or the Language Designation Form (PA 481), as appropriate, as specified in Paragraph 8.5.3.e below, to ensure that forms and documents are provided to participants in their preferred language, if their preferred language is one of the threshold languages.
- b. Contractor shall review the GEARS Case Information Inquiry (ICAS) Screen LRS Case Summary information or the PA 481, as appropriate, as specified in Paragraph 8.5.3.e below, to

ensure that timely, adequate, and complete County-provided NOAs are issued to participants in their preferred language, if their preferred language is one of the threshold languages. NOAs shall be issued within the timeframes specified in this Statement of Work.

- c. When the participant's preferred language is not one of the threshold languages, Contractor shall provide:
 - 1. County-provided forms, documents, and NOAs in English; and
 - 2. An exact and complete verbal translation using a certified interpreter or other authorized agent such as AVAZA.

7.4.3 American Sign Language Procedures

When the participant is hearing-impaired and/or the preferred language is American Sign Language (AMSLAN) Contractor shall contact the CCA, who will work with County's AMSLAN Coordinator located at DPSS Human Resources Division, for specific instructions on complying with the ADA procedures established by County.

7.4.4 County Material

Contractor shall ensure that all required notices/posters (e.g., Equal Employment Opportunity, State-approved Nondiscrimination in Services, Safely Surrendered Baby Law) and all other required materials are available or posted at Contractor's office as directed by County, where they are easily accessible to Contractor's employees and CalWORKs participants.

7.5 TELEPHONE EQUIPMENT

- 7.5.1 Contractor shall provide sufficient telephone lines at its main office for the purpose of performing work under this Contract and so that participants, providers, and County staff may contact Contractor.
- 7.5.2 Contractor shall have the responsibility for installation, repair, and replacement of telephones and/or lines at Contractor's office.

7.6 COMPUTER EQUIPMENT

- 7.6.1 Contractor shall provide sufficient computer equipment for the purpose of performing work under this contract. Contractor shall also provide internet connection. Contractor shall be responsible for

all costs necessary to access County computer applications at Contractor's main office, using the internet.

7.6.2 County shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract.

7.6.3 All equipment purchased by Contractor and utilizing County applications/network (GEARS, LEADER, MAPPER, LRS, successor computer system, etc.) must be compatible with County's equipment. County equipment shall not be connected or utilized for Contractor's private business and or network unless authorized by County.

7.6.4 The requirements of this Subsection 7.6 apply to all equipment purchased for use under this Contract with a useful life of greater than one year. The requirements apply whether the equipment is purchased with County funds by Contractor or County.

7.6.5 CCA Procedures

7.6.5.1 The CCA shall establish an inventory of all equipment furnished by County to Contractor as of the start of this Contract.

7.6.5.2 The CCA shall conduct inventories of all equipment provided by County to Contractor and all equipment purchased by Contractor using County funds, to meet County inventory control requirements on no less than a semi-annual basis, and throughout the term of the Contract.

7.6.5.3 The CCA shall verify that all equipment purchased by Contractor using County applications/network was approved by the DPSS' Information Technology Division as compatible with County's equipment and/or applications/network requirements. The approval should be completed within 30 days of receipt of a complete and accurate request.

7.6.6 Contractor's Procedures

7.6.6.1 Contractor shall establish and maintain an inventory of all equipment provided by County and all equipment purchased by Contractor using County funds. The inventory shall include the following after the start of this Contract:

- 7.6.6.1.1 Name and phone number of Contractor's contact person where equipment is located;
 - 7.6.6.1.2 Address where equipment is located;
 - 7.6.6.1.3 Type of equipment;
 - 7.6.6.1.4 Brand, model number, and serial number of equipment;
 - 7.6.6.1.5 County bar-code number on equipment, if applicable;
 - 7.6.6.1.6 Date of purchase or delivery; and
 - 7.6.6.1.7 Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
- 7.6.6.2 Contractor shall update the equipment inventory on no less than a semi-annual basis and shall provide County an updated inventory list during the term of this Contract upon request.
- 7.6.6.3 Contractor, as of the effective date of the Contract, shall request and receive authorization from County prior to purchase any equipment necessary to perform services required under this Contract when:
- The per-unit cost is \$5000 or greater [as delineated in 2 CFR Part 200 including but not limited to Section 200.20, Computing devices, Section 200.33, Equipment, Section 200.48, General purpose equipment, Section 200.58, Information technology systems, Section 200.94 Supplies, and Section 200.407 Prior written approval (prior approval)]; and
 - not specified in the Contract Budget.

County shall either approve or deny such request within 30 days of receipt of a complete and accurate request. Should County request additional information or documentation with respect to such request, the request will be considered complete and accurate as of the date Contractor provides the requested information or documentation.

Prior authorization is **not** required for equipment when:

- The per-unit cost is less than \$5,000; or
- The equipment is included in the Contract Budget.

7.6.6.4 Unless applicable federal or State law requires otherwise, County shall be the sole owner of all rights, title, and interest in any and all equipment purchased by Contractor with one hundred (100) percent of County funds and equipment furnished by County to Contractor, pursuant to this Contract.

7.6.6.5 Upon termination or expiration of this Contract, all Contractor equipment purchased with County funds and equipment provided by County shall be retrieved by County with an appropriate notice to Contractor.

7.7 SECURITY

7.7.1 Contractor shall provide all security for County-provided computer equipment and County-provided computer access located at its office to ensure that the equipment and access are secure and that the confidentiality of participants' records is maintained.

7.7.2 Contractor shall provide adequate security to protect all County data in any media. Equipment must be secured to work stations in a locked space. Electronic data must be password protected to ensure only authorized staff have access.

7.8 EMPLOYEE IDENTIFICATION BADGE

Contractors providing co-located and swift communication services shall provide staff providing these services identification badges to wear in compliance with DPSS/County building security measures.

7.9 TRAINING CONTRACTOR STAFF

7.9.1 Contractor shall provide training for new staff and ongoing training for existing staff needing retraining. Contractor shall ensure employee attendance to training by providing attendance logs upon County request.

7.9.2 Contractor shall ensure that staff attends the mandatory Civil Rights training every two (2) years. Contractor's staff must pass the post-test with a score of seventy percent (70%) or better. Contractor's staff who does not pass the post-test must repeat the training. If

any of Contractor's staff does not pass the post-test after three (3) attempts taken within thirty (30) days of training completion, County may request that said staff be reassigned from performing work under this Contract.

8.0 SPECIFIC TASKS

Contractor shall complete all tasks required as outlined below.

8.1 PERFORM OUTREACH ACTIVITIES

8.1.1 Contractor shall perform outreach activities on a monthly basis for S1CC to inform families of the availability of child care and how to access these services to the extent allowed by the outreach fixed cost specified in Exhibit B, Contractor's Budget, as follows:

- a. Contractor shall maintain listings in the 411 Information Directory as required for Contractor's main office; and
- b. Outreach activities may include, but are not limited to, the distribution of materials; presentations to community groups; participation in community events such as job fairs and health fairs; presentations to social agencies; radio announcements; and print media advertising.

8.1.2 Contractor shall outline the outreach activities and the cost for the outreach activities on the Monthly Management Report (MMR).

8.1.3 Contractor shall invoice County for outreach activities as specified in Contract, Section 5.0, Contract Sum, and provide copies of all receipts and/or verification of outreach expenditures.

8.2 PROVIDE CHILD CARE PRESENTATIONS AT DPSS OFFICES

Contractor shall provide County-approved presentations during GAIN group orientations at GAIN Regional offices and designated OJC sites, in coordination with other presenters. The presentations shall include, but are not limited to:

8.2.1 An explanation of the S1CC program, the various types of child care available to participants, including licensed and license-exempt child care, and parental choice rights;

8.2.2 An explanation of the TrustLine Registry and Health and Safety Certification requirements for appropriate license-exempt providers or exemptions from TrustLine and Health and Safety requirements;

- 8.2.3 An explanation of the provider reimbursement process, including retroactive child care reimbursements;
- 8.2.4 Distribution of the CalWORKs S1CC Request (ST1-01) form, other DPSS approved or required child care material, and information on where or how to apply for child care.

8.3 PROVIDE CO-LOCATED AND SWIFT COMMUNICATION SERVICES

Contractor's co-located staff shall be responsible for the delivery of S1CC services to participants at the assigned DROs and contracted REP offices specified in Exhibit A-4. At a minimum, these services shall include the following:

8.3.1 Swift Communication Services

Contractors providing co-located services shall provide swift communication services to the managers, supervisors, District and GAIN CCCs, GAIN Services Workers (GSWs) and Eligibility Workers (EWs) at the assigned DROs and contracted REP offices. Contractor shall:

- a. Provide each DPSS and contracted staff referenced above, a telephone number, a fax number, and e-mail address that allows for ready accessibility to Contractor's Manager and staff providing S1CC services.
- b. Conduct prearranged routine weekly visits, of no less than one hour, for purposes of coordination and effective communication at the assigned DROs and contracted REP offices as specified in Exhibit A-4, unless a shorter visit is mutually agreed upon with the District, Regional, or REP Office Director. The prearranged weekly visits shall be conducted by a Contractor staff person, perhaps Floater Staff.

8.3.2 Co-located Services

Contractors providing co-located services shall provide those services on a daily basis to all participants seeking S1CC services at their assigned co-located sites, regardless of whichever S1CC Contractor will provide case management services. Contractor shall:

- a. Determine presumptive eligibility for S1CC within four (4) business days from the update date on GEARS' MCCR screen, LRS Request screen, or the receipt of a CalWORKs Stage 1 Child Care Request (ST1-01) from a participant and/or

County. Within the same four (4) business days, Contractor shall provide in person or mail to the participant either a Confirmation of Request of Your CalWORKs Child Care Request (ST1-10) notifying them of presumptive eligibility, which includes the name, address and phone number of Contractor to which the application is being forwarded; or a Child Care Denial NOA (ST1-11) denying child care. Certification of presumptive eligibility shall be based on the following factors: 1) The case is an approved CalWORKs case, or an approved CalWORKs case with a sanctioned participant, or the participant is in a Specialized Supportive Services component; 2) The participant is employed or in a County-approved WtW activity/self-initiated program, or there is an authorized GAIN component on GEARS with an actual or expected start date; 3) The participant is between jobs, or County-approved WtW activity/self-initiated program, for no more than 30 calendar days and is using a licensed child care provider and 4) The participant has at least one eligible child.

- b. Issue an ineligibility to CalWORKs Child Care (ST1-16) to a person who submits a CalWORKs S1CC Request and is not a CalWORKs participant. The co-located staff person shall refer the person to the appropriate resource and referral program for any other child care assistance they may need.
- c. Explain S1CC services; the various types of childcare available (including licensed and license-exempt child care); parental choice rights; availability of referrals to licensed child care providers; the consequences of providing inaccurate or incomplete information; the provider reimbursement system; retroactive child care; the requirements for authorization/reauthorization of child care; and answer any questions.
- d. Arrange for an interpreter to meet the language needs of non-English speaking participants as specified in Subsection 7.4.1 above. Interpreters may include available DPSS staff or Contractor's staff to facilitate the timely delivery of services.
- e. Provide written information to non-English speaking participants in their preferred language as specified in Subsection 7.4.2 above.
- f. Provide enhanced referrals, as specified in Paragraph 8.4.3.3 below.

- g. Provide ST1-05 forms and related information to participants who are being referred to a Contractor with co-located services for case management. The ST1-05 may, at Contractor's discretion, be provided from Contractor's main office. Co-located staff shall not provide ST1-05 forms to participants being referred to any other S1CC Contractor for case management services.
- h. Maintain and replenish County-approved brochures and other printed materials in the lobby of DROs. County will provide a rack for the materials or a space for a Contractor-provided rack.
- i. Conduct on-site S1CC presentations during GAIN group orientations at GAIN Regional offices and/or at designated OJC sites as outlined in Subsection 8.2 above.
- j. Conduct one-on-one or group presentations in the GAIN Regional office for CalWORKs participants identified with a child care need to provide and explain the S1CC application packet, and assist them with completing the forms. Times shall be mutually agreed upon by the GAIN Regional office and Contractor.
- k. Forward the application file via fax, courier or first class mail on the same day presumptive eligibility is determined to the appropriate S1CC Contractor for ongoing case management. The application file shall include: a completed and signed ST1-01, a copy of the GEARS MCCR screen, or a screen print of the LRS Request, and a copy of the ST1-10 acknowledging presumptive eligibility and any other relevant information. The appropriate Contractor is determined by a provider's zip code. If provider is not yet known, the appropriate Contractor is determined by participant's zip code of residence.
- l. Forward child care denial NOAs (ST1-11) issued by co-located staff to Contractor's main office for retention in a denial file.
- m. Timely process all ST1-01 forms, if co-located staff is unable to process all requests timely, co-located staff will first process all requests that will be forwarded to another S1CC Contractor, and may then process forms for participants who will receive case management services from the co-located staff's agency. These forms may be processed at the agency's main office providing case management services.

- n. Maintain a single log of all CalWORKs S1CC Request forms received, including the case name, case number, provider zip code (if known), date of receipt of the form, who submitted the form, whether presumptive eligibility was determined, and for approvals, the Contractor to which the case was forwarded for case management and the date of forwarding. This log shall be maintained at the co-located office for one year after the end of the current fiscal year for inspection by the DPSS office manager, by Contract Management Division staff, or Child Care Program Section staff, or by any other S1CC Contractor; after which the logs shall be maintained at the main office of the Contractor for the period required by Contract, Subsection 8.38, Record Retention and Inspection/Audit Settlement, of this Contract. Contractor shall not be required to maintain any case files at its co-located offices.

8.4 PROCESS CHILD CARE REQUEST

8.4.1 Certification of Presumptive Eligibility at Contractor's Main Office

Contractor may certify presumptive eligibility for CalWORKs S1CC Request (ST1-01/GEARS Request/LRS Request) forms received at its main office, or return such forms to co-located staff employed by the same Contractor for certification if Contractor will be providing case management services. If Contractor will not be providing case management services, it must forward a CalWORKs S1CC Request to the main office of the other appropriate S1CC Contractor. Contractor's main office staff shall meet all requirements for processing a CalWORKs S1CC Request forms per Subsection 8.3.2 above.

8.4.2 S1CC Services for Children Not Known to GEARS, LEADER, or LRS

- a. Contractor shall provide S1CC services, as appropriate, to eligible children not known to GEARS, LEADER, or LRS born to former CalWORKs participants. These children are not known to GEARS, LEADER, or LRS because they were born after CalWORKs cash aid was terminated.
- b. Contractor shall refer participants who request S1CC for a child not known to GEARS, LEADER, or LRS to the GAIN CCC at the GAIN Regional office serving Contractor, within ten (10) business days of the participant's request, consistent with CalWORKs requirements.

- The GAIN CCC will verify the child's identity, update GEARS and/or LRS with the child's information, and notify Contractor via a ST1-07A or via an LRS alert that the child was added to GEARS and/or LRS.
 - The GAIN CCC will also notify Contractor via a ST1-07A within ten (10) business days of receiving a referral, if the participant does not comply with providing the needed documents and/or request to see child.
- c. Contractor shall follow current GAIN Policy established by County, regarding former CalWORKs participants eligible to child care whose children are not on GEARS, LEADER, or LRS, to provide all required data when making entries to the County's GEARS and/or LRS system to facilitate payments made to Contractor and for County data collection on these cases.

8.4.3 Authorization of Child Care Services

Contractor shall complete all of the tasks outlined below to either approve or deny child care services, within thirty (30) calendar days from the child care request update date captured on the GEARS MCCR screen or the LRS Child Care Request screen, unless an extension was granted as specified in Subparagraph 8.4.3.4.e or there is County-caused delay as specified in Paragraph 8.4.3.11 below. The authorization process shall include the following steps:

8.4.3.1 GEARS MCCR Screen/LRS Child Care Request Screen

If the participant requests S1CC services directly from Contractor or Contractor receives a manual ST1-01 form, Contractor shall update all child care requests on the GEARS MCCR screen and/or the LRS Child Care Request screen within one (1) business day of receipt of the request for child care. In the event that GEARS or LRS is down, Contractor shall complete the electronic ST1-01 within one (1) business day of GEARS or LRS becoming operational. Contractor shall also document in the case notes when GEARS or LRS is down.

8.4.3.2 Parental Choice and Consumer Education Information

Contractor shall provide each participant with comprehensive consumer education on parents' child care options, quality, availability of assistance, and other

early learning programs within four (4) business days of the child care request, including:

- a. Information on the various types of child care available (including licensed and license-exempt child care), and parental choice rights;
- b. Information on the full range of child care services available so as to help the participant choose quality child care that meets the needs of the child(ren) and the family;
- c. Information regarding the availability of financial, technical, and other assistance to maximize parents' options and empower parents to make informed choices about child care services;
- d. Information regarding other child care services, early learning, and child care related programs provided in the State for which the family may be eligible.

Contractor shall provide parental choice rights and consumer education information to participants through an "introductory letter", and may also provide this information through other means, at the discretion of Contractor. Contractor shall document compliance with this section by making appropriate case notes.

8.4.3.3 Referrals for Licensed Child Care (Enhanced Referrals)

- a. If Contractor has been alerted by County or a participant of the following: 1) that the participant is in a WtW activity or employed or that a WtW activity or employment will begin within ten (10) calendar days; and 2) that the participant does not have a child care provider; and 3) that the participant needs referrals for licensed child care, the Resource and Referral (R&R) Contractor shall, within three (3) business days initiate enhanced referrals as follows:
 1. Provide the participant at least four (4) referrals upon meeting all criteria listed above to licensed child care providers with confirmed available open spaces and which meet the needs of the child(ren) and family. This includes providing referrals for cases that will be managed by the following three (3) non-R&R Contractors: City of

Norwalk, Drew Child Development Corporation (Drew CDC), and International Institute of Los Angeles (IILA). No more than one (1) of the four (4) referrals may be for a child care center over which Contractor is named as the licensee or has fiscal operational control.

2. Complete the “CalWORKs Stage 1 Referrals for Licensed Child Care” (ST1-09) form, to issue the referrals and file a copy in the case folder. The ST1-09 shall include the following information:
 - Contractor’s name;
 - Contractor’s staff’s name and telephone number;
 - Child care provider’s and business’ name, provider’s contact person’s name and telephone number; and
 - Vacancy dates.
 3. Inform the participant that he/she has ten (10) business days from the date the ST1-09 is provided to select a provider and return the completed CalWORKs S1CC Services Application (ST1-05).
 4. Attempt to locate appropriate child care for children with disabilities, exceptional needs children, or families with transportation problems.
- b. Referrals for licensed child care shall be provided by co-located staff or case management staff, if not provided by co-located staff; however, co-located staff shall always provide the initial referrals for cases that will be forwarded to one of the three (3) non-R&R Contractors referenced in Subparagraph 8.4.3.3.a.1 above.
 - c. If the participant requests additional referrals, because child care arrangements were not made from the initial set of referrals or the participant wishes to change child care providers, the R&R Contractor shall, within three (3) business days to provide the participant four (4) additional referrals for

licensed child care providers with confirmed available open spaces. This includes providing additional referrals for the three (3) non-R&R Contractors referenced in Subparagraph 8.4.3.3.a.1 above in the geographic area needed by the participant, at no charge.

- d. In instances when there are fewer than four (4) referrals with open spaces available which meet the needs of the child(ren) and family, Contractor shall be in compliance by providing all such referrals (initial or additional referrals) to the participant. If fewer than four (4) referrals are available and appropriate child care is unavailable, Contractor shall document the attempts to locate child care in the case notes. Contractor shall report non-availability of child care on Contractor's MMR.
- e. Contractor shall update the "Enhanced Referral" field on the GEARS MCCR screen or equivalent LRS screen, when referrals for licensed child care are provided to the participant via the ST1-09, within three (3) business days of providing the initial or additional referrals to the participant.

8.4.3.4 CalWORKs S1CC Participant-Provider Services Application (ST1-05)

- a. Within four (4) business days from the update date on the MCCR, LRS Request screen or receipt of the ST1-01 which has been determined presumptively eligible, Contractor shall:
 - 1. Provide the ST1-05 and CalWORKs Stage 1 Checklist (ST1-10A) to the participant;
 - 2. Instruct the participant to complete the ST1-05 with the provider and to return the form along with all the required documents, allowing ten (10) business days from the date of the ST1-10A. Contractor shall use the 10th business day as the due date for the documents, including the ST1-05;
 - 3. Inform the participant that the ST1-05 must be signed by the participant and provider; and

4. Inform the participant that completion of the ST1-05 does not automatically authorize the start of child care, or commit Contractor to reimburse for child care.
- b. After the ten (10) business day period, if the participant does not return the ST1-05 and all the required documents, Contractor shall:
 1. Contact the participant by telephone or mail to determine if the participant continues to need child care or if the participant needs assistance in locating a provider and/or completing the ST1-05.
 2. Make at least three (3) attempts to contact the participant, as needed. At least one (1) attempt shall be made by mail. Contractor does not need to make three (3) attempts, if the participant or County notifies Contractor that child care is no longer needed. Contractor shall document the dates of the contact attempts and the results in the case notes.
 - c. If the information on a returned ST1-05 is incomplete and the missing/incomplete information does not affect child care eligibility, reimbursement to the provider (such as missing rates for license-exempt providers) or the “under penalty of perjury” statement, Contractor shall:
 1. Contact the participant and/or provider to obtain the missing information; and
 2. Document in the case notes what information was obtained, from whom and when.

Contractor shall not alter the information reported on the ST1-05 with the exception of highlighting the sections that need clarification or completion.
 - d. In all other instances, when the ST1-05 is incomplete, Contractor shall:
 1. Return the ST1-05 to the participant along with a ST1-10A identifying the missing information and/or documents;

2. Mark the “Missing Documents/Case Pending” box on the ST1-10A and request the participant to return the completed ST1-05 and/or missing documents within ten (10) business days; and
3. Make the number of attempts specified in Subparagraph 8.4.3.4.b.2.

Contractor shall not alter the information reported on the ST1-05, with the exception of highlighting the sections that need to be completed. When the incomplete documents have been returned, Contractor shall date stamp the document(s) and ensure the documents are complete.

- e. Contractor shall grant an extension period of ten (10) business days for the return of the ST1-05 and/or any other required provider documents, if Contractor reasonably believes that such extension of the thirty (30) calendar days processing timeline specified in Subsection 8.4.3 above will result in an approval of child care services. Contractor shall document the extension in the case notes and must authorize child care services upon receipt of all required verifications by issuing a Child Care Approval NOA (ST1-12) to the participant and CalWORKs S1CC Provider Notification (ST1-06) to the provider within the four (4) business day timeline specified in Subparagraph 8.4.3.10.b below.

8.4.3.5 TrustLine

Contractor shall not delay approval due to TrustLine clearance. Contractor shall approve a child care request when all required documents are received, per existing procedures and timelines, including the issuance of the ST1-12.

Contractor shall ensure license-exempt providers (excluding license-exempt child care centers) meet the TrustLine requirements as follows:

- a. Contractor shall notify participants, selecting a license-exempt provider (who is not the aunt, uncle or grandparent by blood, marriage, or court decree of the child) of the TrustLine registration process and

shall provide the participant with a TrustLine Registry package. The participant or provider shall return the completed TrustLine Registry package to Contractor within ten (10) business days from the date on the ST1-10A.

- b. Contractor shall also notify participants, selecting a license-exempt provider and who is subject to TrustLine registration requirements, to have the provider:
 1. Complete the "TrustLine Registry Application" (TLR 1) and the "TrustLine Registry Criminal Record Statement" (TLR 508) forms;
 2. Schedule a fingerprinting appointment with either a Community Care Licensing Live Scan vendor or a local Department of Justice Live Scan site; and
 3. Take the completed TLR 1 and TLR 508 forms to the scheduled fingerprinting appointment.
- c. Contractor shall determine the license-exempt provider's eligibility and take appropriate action to approve or deny the provider within four (4) business days of written notification from the California Resource and Referral Network of the TrustLine Registry application's disposition.
- d. License-exempt providers who are not exempt from TrustLine registration requirements must be TrustLine-registered before any S1CC reimbursements can be made.
- e. Contractor shall follow the policies and procedures in current GAIN Policy and shall annotate in the case notes all actions related to the TrustLine registration process and file all documentation necessary to verify the registration process.
- f. If the provider is the aunt, uncle, or grandparent of the child by blood, marriage, or court decree, the participant and provider shall complete and return to Contractor a Declaration of Exemption from TrustLine Registration and Health and Safety Self-Certification (CCP 1) form.

8.4.3.6 Health and Safety

Contractor shall ensure license-exempt providers (excluding license-exempt child care centers) meet the Health and Safety requirements as follows:

- a. Contractor shall notify participants, selecting a license-exempt provider (who is not the aunt, uncle or grandparent by blood, marriage, or court decree of the child) to complete the Health and Safety Self-Certification (CCP 4) form with the provider and return it to Contractor within ten (10) business days from the date of the ST1-10A.
- b. If the provider is the aunt, uncle or grandparent of the the child by blood, marriage, or court decree, the participant and provider shall complete and return the CCP 1 form instead of the CCP 4.

8.4.3.7 Information for License-Exempt In-Home Providers

Prior to the authorization of child care services, Contractor shall provide an In-Home Affidavit (ST1-22) form to participants selecting a license-exempt provider who will care for the child(ren) in the participant's home.

- a. Contractor shall instruct the participant to:
 1. Complete and sign the ST1-22 acknowledging that he/she is the provider's employer and is responsible for compliance with employer tax and labor laws;
 2. Return the ST1-22 form within ten (10) business days from the date of the ST1-10A;
- b. Contractor shall retain the original, signed ST1-22 form in the case folder, provide copies of the form to the participant and provider, and document in the case notes that copies were provided to the participant and provider.

8.4.3.8 Participant Verifications

Contractor shall follow the procedures outlined in Subparagraph 8.4.3.10.a below when requesting

documents from the participant. Contractor shall ensure that forms/documents sent or received by electronic means, including e-mail or fax, are either sent to a secure location or received at a secure location to safeguard personally identifying information. Upon Departmental implementation of e-mail encryption, Contractor must initiate secure e-mail correspondence utilizing County encryption software or alternative software that is compatible with County systems and meets minimum requirements, as stipulated by County.

a. GAIN Activity Expected Start Date vs. Actual Start Date

1. When Contractor seeks to authorize child care services after a participant has already started an eligible WtW activity and has already obtained child care, but GEARS or LRS has an expected activity start date instead of an actual activity start date, Contractor shall request an actual start date from the CCC by either faxing or e-mailing a ST1-07, making a telephone request, sending a GEARS MCCC or LRS alert (only one notification/request is required). Contractor may accept either a verbal statement of the actual start date from the CCC, or confirm that an actual start date has been entered into GEARS or LRS. In either case, Contractor shall document the actual start date in the case notes. If the CCC does not respond within two (2) business days of the request, Contractor shall follow current GAIN Policy, Requests for DPSS Case Information and Documents.
2. When Contractor seeks to authorize child care for a participant who is scheduled to start an eligible component in the future, Contractor shall authorize not more than thirty (30) calendar days of child care starting on the expected component start date. Contractor shall request an actual start date from the CCC using one of the methods listed in part (a)(1) of this Subparagraph 8.4.3.8. If the CCC does not respond within twenty (20) calendar days, Contractor shall check GEARS or LRS to verify whether an actual start date has been entered. If the actual start date

was entered into GEARS or LRS, continued child care shall be authorized for the remaining of the WtW activity period, but not more than twelve (12) months from the date that child care services were initially authorized. If the actual start date was not entered into GEARS or LRS, Contractor shall contact the CCC to request that the actual start date be provided within two (2) business days. If the CCC does not respond within two (2) business days of the request, Contractor shall follow current GAIN Policy, Requests for DPSS Case Information/Documents. Continued child care cannot be authorized by Contractor until an actual start date is obtained from GAIN. When obtained, continued child care services shall be authorized from the end of the thirty (30) calendar day initial period or from the actual start date, whichever is later.

b. Employment and/or Training Verification

1. Contractor shall contact the CCC or GSW to obtain a completed Request for Employment Verification (ST1-20) and/or training verification such as a completed Self-Initiated Program Verification (GN6005) or Services Provider Referral (GN6006) for participants referred to school or training.
2. If the CCC or GSW cannot provide the verification because it is not available, Contractor shall provide a copy of the ST1-20 and/or training verification form to the participant and instruct the participant to have the form(s) completed by the employer and/or training institution or have the participant sign the section of the ST1-20 form that authorizes the release of information. Contractor shall then mail, e-mail, or fax, the ST1-20 and/or training verification form to the employer and/or training institution.
3. In lieu of a completed ST1-20, Contractor may, upon receipt of written authorization by the participant, verify employment via a phone contact to a valid work number and acceptance of most current pay stubs.

4. Contractor may accept the participant's self-declared schedule of hours for the first 30 days of employment and/or WtW activity which must be signed under penalty of perjury and completed in person or completed in the GAIN Regional office. If the self-declaration is completed at a GAIN Regional office, a copy shall be obtained by Contractor via the CCC.
5. Contractor shall authorize child care services for not more than thirty (30) calendar days upon receipt of a self-declared schedule from the participant. Third party verification for the self-declared schedule must be received by Contractor within thirty (30) calendar days of the authorization of child care services. Upon receipt of third party verification, Contractor shall authorize child care services for the remainder of the employment and/or WtW activity component on GEARS or LRS, but for no more than twelve (12) months from the date child care was initially authorized. The participant may use this self-declaration option no more than two times per fiscal year.
6. Contractor may accept from the employer and/or training institution a faxed or e-mailed copy of the ST1-20 and/or training verification form.
7. If the ST1-20, pay stubs and/or training verification form appear to be altered or suspicious or the information on the forms do not reasonably match the information on the ST1-05, Contractor shall contact the employer and/or training institution to verify if the information on the employment and/or training verification forms is accurate and accept the verified information as the basis for the authorization for child care services and document in the case notes all outreach efforts taken.
8. Contractor shall have the discretion to determine when the days and hours listed on the ST1-05 and the employer or training verification forms reasonably match. If there is a discrepancy in the days and/or hours of the employment and/or

training, Contractor shall contact the CCC consistent with current GAIN Policy, Requests for DPSS Case Information/Documents, and ask DPSS staff to confirm the days and/or hours of the employment and/or training.

c. Child's School Hours and School Days Schedule

1. Contractor shall obtain verification of the regular hours/days of school attendance for the participant's child(ren) from one of the following sources: EDMS, the CCC, the school, or the parent. The method of verification shall be documented in the case notes. This requirement applies for all children enrolled in grades K-12.
2. Contractor may keep school calendars, including track schedules, in a central file or a database, and shall document in the case notes that the school calendar is either in the central file or database. For schools on multi-track schedules, Contractor may obtain the child's specific track schedule from one of the following sources: EDMS, the CCC, the school, or the parent. The method of verification shall be documented in the case notes. The school calendars in the central file shall be retained for five (5) years after the term of this Contract or for five (5) years following the last date of service or until all audits started are completed and settled, whichever is later as specified in Subsection 8.9.3 below. If Contractor does not have the school's calendar on file, Contractor shall obtain the child's school calendar, including track schedules (if applicable), from one of the sources mentioned above, and file the documents accordingly. This requirement applies for all children enrolled in grades K-12.

d. Variable Schedules Verification

Variable schedules shall be reimbursed on the basis of actual hours of care, rather than a preauthorized rate, up to the approved hours of care.

1. Contractor shall ensure that the provider shall only be reimbursed for actual hours of work, training, counseling, or other County-approved activity by the participant, plus approved travel time, and only after receipt of either: a) the preferred Monthly Variable Schedule Calendar (ST1-21) from the employer, training agency representative, or school counselor, or if the ST1-21 cannot be obtained; b) other acceptable documentation as specified in Subparagraph 8.4.3.8.d.5 below, verifying the participant's actual daily hours in an approved activity.
2. Contractor shall ensure the ST1-12 or ST1-15 and the ST1-06 indicate that the provider shall only be reimbursed for verified actual hours of work, training, counseling, or other County-approved activity by the participant.
3. Contractor shall obtain the ST1-21 from the participant signed by the employer, training agency representative, or school counselor on a monthly basis, for participants on variable employment and/or WtW activity schedules.
4. Contractor shall ensure that the ST1-21 is complete. The ST1-21 shall be considered complete if the actual hours of work/training/counseling or other County-approved activity for the month are documented on the form and the ST1-21 is signed.
5. If Contractor cannot first obtain the completed ST1-21, Contractor may verify a participant's actual hours of work/training/counseling or other County-approved activity using other acceptable documentation including:
 - i. An employer-generated record or printout from a verified source listing the actual days and daily hours of the participant's work/training/counseling or other County-approved activity during the month;
 - ii. Pay stub(s), if the pay stub(s) reflect the actual days and hours worked;

- iii. A participant's self-declaration of his/her actual daily hours of work, signed under penalty of perjury, and attached with pay stub(s), if pay stub(s) do not reflect the actual days and hours worked;
 - iv. In the event that the ST1-21 or required verification from the employer, training agency representative, or school counselor cannot be obtained using any of the aforementioned methods and Contractor has documented that verification could not be obtained using these methods, Contractor may accept a child care provider's sign-in/sign-out sheet or other reasonable documentation verifying the child(ren)'s actual daily attendance and specific hours child care was provided; the sign-in/sign-out sheet must be signed by the participant.
6. Contractor shall compare the participant's actual hours of work/training/counseling or other County-approved activity on the ST1-21 or other acceptable documentation as specified above to the claimed hours of work/training/counseling or other County-approved activity documented on the PPR.
7. Contractor shall not be deemed to have received a complete PPR until verification is received of a participant's actual hours of work/training/counseling or other County-approved activity on a ST1-21 or other acceptable documentation as specified above.
8. Contractor shall reimburse the provider only for the participant's actual hours of work/training/counseling or other County-approved activity, as claimed by the provider on the PPR, plus approved travel time, but not to exceed the authorized hours of work/training/counseling or other County-approved activity.

8.4.3.9 Provider Verifications

Contractor shall follow the procedures outlined in Subparagraph 8.4.3.10.a below when requesting documents from the provider. At a minimum, Contractor shall obtain the following information and/or documents from the participant and/or provider to determine the provider's eligibility:

- a. A licensed provider's current license from Community Care Licensing Division;
- b. Request for Taxpayer Identification Number and Certification W-9 form, or Social Security number, as appropriate. Contractor may request to view the Social Security card, but is not required to copy the card;
- c. For license-exempt providers, proof that the provider is at least 18 years old. Acceptable documentation are: a passport, a valid California driver's license or photo I.D. or document issued by a federal, state, or local government agency which reflects the date of birth. The documentation must be valid (non-expired) at the time proof of age is established. Proof of age shall only be requested at the initial enrollment of a provider;
- d. For license-exempt providers (excluding license-exempt child care centers) specified in Subparagraph 8.4.3.5.a, verification of TrustLine registration;
- e. For license-exempt providers (excluding license-exempt child care centers) specified in Subparagraph 8.4.3.6.a, a completed CCP 4;
- f. For license-exempt providers (excluding license-exempt child care centers and TrustLine-exempt providers) two character references which include the name, addresses, telephone numbers, and relationship to provider, for each reference.
- g. For a license-exempt provider who is the aunt, uncle, or grandparent of the child, a completed CCP 1;

- h. For license-exempt providers who will care for the children in the participant's home, a completed ST1-22;
- i. A declaration by licensed providers and license-exempt centers via a ST1-05 that the rates and registration fees (if any) charged for CalWORKs participants do not exceed the rates charged to the general public;
- j. A declaration by the provider via a signed ST1-05 that he/she is not the parent or legal guardian of the child(ren), or a member of the CalWORKs assistance unit.
- k. For all providers, ensure that the rates charged to Contractor by the provider do not exceed the current Regional Market Rate (RMR) ceilings for Los Angeles County for the type of care and age category, per RMR regulations.

Contractor shall review the ST1-05 to ensure that it is complete; follow up with a contact to the provider if any of the provider's documents indicate that the provider is not authorized to work in the United States; and ensure that copies of the documents in this Subparagraph 8.4.3.9 are filed in the case folder prior to the approval of a child care provider. If the provider cannot provide documentation that verifies he/she is authorized to work in the United States or fails to provide any of the required documents, Contractor shall not authorize child care with that provider and request the participant to choose another provider.

8.4.3.10 Disposition of Child Care Request

a. Process Required Documents

1. Contractor shall view all original documents with the exception of those listed below. Copies of the original documents shall be made and annotated to include that originals were seen, the name of Contractor's staff who viewed the original documents, and the date the original documents were seen.
2. Contractor shall retain original forms with the exception of those listed below. Forms shall be

stamped with the date the form was received by Contractor.

3. Contractor may accept copies of the following documents/forms, which do not affect program integrity, without having to view the originals:
 - Provider's License from Community Care Licensing Division;
 - School and Track Information (ST1-26) form;
 - Information Notice of Child Care Fraud (ST1-34);
 - Statement of Incapacity (if the GSW or EW has the original);
 - Request for Taxpayer Identification Number and Certification (W-9) form; and
 - Original forms kept by the GSW or EW.
4. Upon receipt of the required documents and forms, Contractor shall file the documents and forms (copies and/or originals) in the participant's case folder. Provider documents and forms (copies and/or originals) shall be filed either in a separate provider's folder or in the participant's case folder, at Contractor's discretion.

b. Child Care Approvals

Within four (4) business days of Contractor's receipt of a completed ST1-05 and verification of all required documents, Contractor shall approve child care services and take the following actions:

1. Approve child care services by issuing an adequate, complete and timely Child Care Approval NOA (ST1-12) to the participant in the participant's threshold language and a CalWORKs S1CC Provider Notification (ST1-06) to the approved provider;
2. As applicable, search the GEARS Maintain All Stage 1 Child Care Providers (MACC) directory

or the LRS Resource Data Bank (RDB) for the child care provider information. If the child care provider information does not exist in the GEARS MACC directory or LRS RDB, or provider information is not current, enter or update the applicable system with the child care provider's information;

3. As applicable, update the GEARS Maintain Alternate Payment Provider Stage 1 Child Care (MAOC) screen or LRS Child Care Authorization Detail screen, upon approval of S1CC services; and
4. Send the following information to the provider with the approval ST1-06 and document in the case notes that this information was provided:
 - Requirements and procedures of the Provider Payment Request (PPR) form, including completion and submission of the PPR form; and
 - Timeline for provider reimbursements.

Contractor shall provide the information above to licensed providers once, but shall not be required to send this information again when additional S1CC children are authorized with the same provider.

5. Contractor shall approve retroactive child care reimbursement up to 30 calendar days prior to the child care request date on the ST1-01, MCCR screen, or the LRS request screen if requested by the participant at the time the child care request was made.

c. Child Care Denials

Within four (4) business days of a denial determination, but no later than thirty (30) calendar days from the child care update date on the GEARS MCCR screen or LRS Child Care Request screen, or the 10th business day if a ten (10) business day extension was granted, Contractor shall deny child care services, as follows:

1. Reasons for denial of child care services include, but are not limited to:
 - Participant states he/she no longer needs or wants child care.
 - Participant fails to return a completed ST1-05 along with all required documents within the specified timeline in Subsection 8.4.3 above.
 - Participant does not cooperate in completing a child care arrangement.
 - Child care is not available. Reasons for non-availability of child care shall include, but are not limited to:
 - Lack of sufficient child care options to exercise parental choice;
 - Geographic access limiting parental choice; and
 - Available child care is not appropriate for child's needs, including special needs.
2. Contractor may deny the use of a provider for failure to provide a required document, failure to meet all eligibility criteria, or when placement of the child(ren) with a provider would violate any law or regulation. However, these reasons should not be a basis for denial of child care services to the participant, unless the participant does not cooperate with completing child care determination process within the specified timeline in Subsection 8.4.3 above, after he/she was given the opportunity to select another provider.
3. Contractor shall issue an adequate, complete and timely ST1-11 to the participant in the participant's threshold language and a ST1-06 to the prospective provider, if known.

8.4.3.11 County Caused Delay

If a delay in authorization, change in authorization, or re-authorization of S1CC services of any child care case is caused by County's failure to update GEARS, LRS, or provide information or documents in a timely manner, regardless of the County-caused reason, Contractor shall not be assessed a penalty for not meeting the performance requirements.

8.5 PROVIDE CASE MANAGEMENT SERVICES

Case management services include all management of a case after presumptive eligibility determination, as described in Subsection 8.4.1 above, until the case is closed or transferred to another Contractor, other than provider reimbursement services and appeals/hearings. These services are provided at Contractor's main office(s).

8.5.1 Maintain Participant Case Folder

Contractor shall maintain a case folder for each applicant and participant currently being served by Contractor.

- a. Contractor shall ensure that the case folder is organized and identifiable by applicant's or participant's name and case number.
- b. Contractor shall maintain up-to-date records by making case note entries and including required documents and forms (copies and/or originals) which contain pertinent information in the case folder. Copies of original documents shall be properly annotated as specified in Subparagraph 8.4.3.10.a above. Case records shall be retained for the amount of time specified in Subsection 8.9.3 below.
- c. Contractors who choose to maintain a provider folder separate from the participant's folder, shall maintain the records in the provider folder up-to-date as specified in part (b) of this Subsection.
- d. Each case folder shall include the following documents or forms, as appropriate:
 1. Copies of the following GEARS screens for both parents, as appropriate: MCCR, IPCA, MCAT, ICAC, IPRC, MCAP, MACC, MAOC, and MCCC and/or equivalent LRS screens for both parents, as appropriate;

2. GEARS ICAS Screen, PA 481, or LRS language designation screen, as appropriate, as specified in Subparagraph 8.5.3.e below.
3. CalWORKs S1CC Participant-Provider Services Application (ST1-05);
4. CalWORKs S1CC Provider Notification (ST1-06);
5. CalWORKs Stage 1 Referrals for Licensed Child Care (ST1-09);
6. CalWORKs Stage 1 Participant and Provider Checklist (ST1-10A);
7. Copies of NOAs such as the Child Care Approval NOA (ST1-12), Change of Child Care Services NOA (ST1-14), Child Care Payment Change NOA (ST1-15), and any other NOAs provided to the participant;
8. Family Size and Income Information (ST1-19);
9. Request for Employment Verification (ST1-20);
10. In-Home Affidavit (ST1-22);
11. School and Track Information Form (ST1-26);
12. Provider documents (e.g., license, W-9, etc.);
13. Health and Safety Self-Certification (CCP 4), as appropriate;
14. Declaration of Exemption from TrustLine Registration and Health and Safety Self-Certification (CCP 1) form, as appropriate;
15. Provider Payment Request (PPR) form(s);
16. Copies of all documents provided by the participant and/or provider as specified in Subparagraphs 8.4.3.8 and 8.4.3.9 above;
17. Copies of all forms which have been signed and issued to the participant and/or provider;
18. Other pertinent information, at Contractor's discretion;

19. Training Verification (ST1-20A); and
20. Informing Child Care – General Information (PA 129)
21. Case notes as specified in this Subsection below.

e. Maintain Case Notes

Contractor shall maintain case notes as follows:

1. Contractor shall not be required to duplicate information on documents and/or forms filed in the case folder. A brief entry in the case notes that a document and/or form, was placed in the case folder shall be included in the case notes to meet the requirement.
2. Contractor's case notes may be brief, provided that they include: the name or initials and the title of Contractor's staff making the entry; the date of contact or the date action was taken; the name of the participant, provider, GAIN CCC or any other party with whom contact was made; the title and organization of "other party"; relevant information provided or type of action taken; and statement specified in Subparagraph 8.5.3.b below, as appropriate.
3. Contractor shall make clear and concise entries in the case notes to substantiate actions and decisions made by the Case Manager, and shall be in sufficient detail for the reader to readily understand the basis for Contractor's decision. Contractor may be required to explain any action or decision during monitoring reviews. Examples of actions taken that require case notes entries include, but are not limited to:
 - Attempts to contact participants;
 - Determination of non-availability of child care;
 - Participant's choice of a provider;
 - Deadline extension granted;
 - For CalWORKs cash aid-terminated families only, calculation of family fee or statement that no calculation is required (as appropriate);

- Status of TrustLine Registration;
 - Corrective action taken on a specified problem;
 - Clarification and reason for a case action;
 - Dates documents were received;
 - Contacts with the CCC; and
 - Special instructions from DPSS Child Care Program staff.
4. Contractor may maintain case notes in electronic form in chronological order rather than in the case folder. However, Contractor shall provide a hard copy of the case notes upon County's request and for monitoring reviews.

8.5.2 Maintain S1CC Cases with Domestic Violence (DV) Components

To facilitate a domestic violence victim's access to child care, Contractor shall:

- a. Designate DV Case Manager(s)/Liaison(s) to manage all S1CC cases that have an open DV Services 2 component on the GEARS Participant Component Selection (IPCA) screen or an open DV component on LRS, regardless of the session type (002, 002FL, 002IL).
- b. Maintain all DV cases, per location, in one child care case management file and ensure that a back-up case manager is available when the primary case manager/liaison is unavailable.
- c. Maintain cases with a DV component in the S1CC program for as long as the participant has an open DV component on GEARS or LRS and is eligible for CalWORKs S1CC.
- d. Authorize child care for DV victims to attend DV activities such as case management and/or legal services (for themselves or for any of the children), employment, concurrent GAIN activities, and appointments for legal matters related to DV issues, such as court appointments.

8.5.3 Ensure Compliance with Civil Rights Requirements

- a. Contractor shall provide language services in the participant's preferred language as specified in Subsection 7.4 above.
- b. Contractor shall document how language services will be provided to non-English speaking participants in their preferred language in the case notes, at first contact with participant, at the annual re-evaluation, at any time the participant requests a change in either verbal or written language preference, and at any time the case is re-assigned to another certified bilingual staff. The case notes shall include the following statement:

“On (full date), I (staff name), was assigned (participant's full name) S1CC case. Language services will be provided in his/her preferred language, (participant's language), as verified on GEARS, LRS, or on his/her completed PA 481. I am a Contractor certified bilingual staff in (language).”
- c. When the participant's language needs cannot be readily met and Contractor cannot provide services in the language listed on the GEARS ICAS screen or the LRS Case Summary screen, Contractor shall obtain a certified interpreter or other authorized agent such as AVAZA. If the participant chooses to use his/her own interpreter, Contractor shall have the participant complete the Interpreter Service Statement/Interpreter Confidentiality (PA 481-A) form indicating how interpreter services were provided.
- d. Contractor's failure to properly document in the case notes how language services were provided, including how interpreter services were provided, may result in a discrepancy finding during a Civil Rights audit.
- e. When the participant requests language services in a language other than the one listed on the GEARS ICAS screen or the LRS Case Summary screen, Contractor shall have the participant complete a new PA 481 and retain a copy in the participant's case folder. Contractor shall also refer the participant to the EW (if applicable) in order to update the preferred language on LEADER.
- f. Monitoring Conducted by DPSS Civil Rights Section (CRS)
 1. CRS will notify Contractor in writing thirty (30) calendar days prior to the monitoring visit. A copy of the notice will also be sent to the CCA.

2. The notice will indicate the documents, case files, etc., that Contractor must have available for the monitoring visit.
3. CRS will conduct the monitoring visit and will notify Contractor and the CCA of the findings.
4. Contractor shall comply with all necessary corrective actions to ensure compliance with civil rights responsibilities, under the guidance and assistance of the CCA and/or CRS, as appropriate.

8.5.4 Process Reported Changes

County will notify Contractor in writing via a S1CC Change Transmittal Fax – Time Sensitive (ST1-07A) or via an LRS alert within five (5) business days of any change which would affect the participant's eligibility for child care services, including the days or hours care is needed. Within four (4) business days of receiving notification from a participant or County of a change in circumstances, action must be initiated as follows:

- a. Contractor shall extend a current authorization of child care services as a result of receiving a WtW activity actual start date or if County extends the end date of an existing WtW activity by sending the participant a Change of Child Care Services NOA (ST1-14) and sending the provider a ST1-06. Copies of the NOA and notification must be filed in the case folder accordingly. Such extension must not authorize child care services for more than twelve (12) months from the date the existing authorization was granted. A new ST1-05 would only be required if there are changes as specified in part (e) & (f) of this Subsection 8.5.4.
- b. Contractor shall annotate changes in the participant's address in the case notes. If the participant is using an in-home license-exempt child care provider, Contractor shall require the participant to provide a new CCP 1 or CCP 4, as appropriate. A new ST1-05 is not required until the next child care re-authorization period is due or until other changes as specified in part (d) & (e) of this Paragraph require completion of a new ST1-05.
- c. Contractor shall update the GEARS Maintain All Stage 1 Child Care Providers (MACC) Screen and/or the LRS RDB screen, with any changes in a provider's mailing address and service

address. Contractor shall require the participant to provide the following documents, as appropriate:

1. A new CCP 1, CCP 4, or a TrustLine change of address form.
2. A current provider's facility license for the new location.

A new ST1-05 is not required until the next child care reauthorization period is due or until other changes as specified in part (d) & (e) of this Subsection require completion of a new ST1-05.

- d. Contractor shall process changes affecting provider reimbursements as specified in Subsection 8.6.10 below.
- e. Contractor shall require the participant to complete a new ST1-05, which include the signatures of both the participant and provider, if it involves a change in providers and shall request provider verifications as outlined in Subparagraph 8.4.3.9 above. Contractor shall not be required to reevaluate the participant's eligibility (e.g. by requesting employment and/or training verifications, etc.) when there is no change in employment and/or training.
- f. Contractor shall re-evaluate the participant's eligibility to S1CC services as a result of receiving notification via the GEARS Maintain Stage 1 Alerts (MASO) screen or an LRS alert that the participant's CalWORKs cash aid will terminate. Contractor shall review the GEARS IPRC and ICAS or the equivalent LRS screens to determine the effective date of the CalWORKs cash aid termination and take action, as appropriate:
 1. If Contractor determines that the participant remains eligible to S1CC services, no action is necessary until the next annual re-authorization is due.
 2. If Contractor determines that the participant is no longer eligible to S1CC services, Contractor shall send a ST1-13 to the participant and a ST1-06 to the provider at least ten (10) calendar days prior to the CalWORKs cash aid termination date. The ST1-13 shall specify the reason(s) for the termination of S1CC services. During a thirty (30) calendar day period from the effective date of the CalWORKs cash aid termination, the participant may again become eligible to CalWORKs cash aid, at which

time Contractor will be notified via the GEARS MASO screen or an LRS alert. Contractor shall evaluate the circumstances and resume S1CC authorizations, if appropriate. If at the end of thirty (30) calendar days the participant's CalWORKs cash aid remains terminated, S1CC shall also remain terminated.

3. If Contractor determines that the participant's S1CC case shall be transferred to Stage 2 or Stage 3, Contractor shall promptly transfer the case as specified in Subsection 8.5.13 below.
- g. Contractor shall make clear and concise entries in the case notes regarding the actions taken to process any reported change.

8.5.5 Re-authorization of Child Care Services

Contractor shall re-evaluate and re-authorize a participant's child care services annually as follows:

- a. Contractor shall have the participant provide any required documents and a new ST1-05 or complete an Addendum to Extend ST1-05 Participant-Provider Services Application (ST1-05 Addendum), which must include the signatures of both the participant and the provider, if there are no changes that require a new ST1-05.
- b. Contractor shall re-authorize child care benefits for up to twelve (12) months but no longer than the WtW activity component end date on GEARS or LRS. If Contractor has current verification that the WtW activity will continue past the component end date on GEARS or LRS, Contractor may authorize child care services for up to thirty (30) calendar days as specified in Subparagraph 8.4.3.8.a.2 above. If Contractor has current verification that the participant is employed, Contractor may authorize child care services without an open Earned Income Component (EIC) on GEARS or an employment component on LRS. Contractor shall forward the verification to the GSW and/or CCC.
- c. The new twelve (12) month authorization period for child care services starts from the date Contractor issues a ST1-12 to the participant in the participant's preferred language and a ST1-06 to the provider.

- d. If a participant completes a new ST1-05 or a new ST1-05 Addendum, and Contractor re-evaluates the participant's S1CC eligibility, this action starts a new authorization period.
- e. Contractor shall request participant verifications as outlined in Subparagraph 8.4.3.8 above.

8.5.6 Assess Family Fees for CalWORKs Cash Aid-Terminated Families

- a. Contractor shall assess Family Fees for CalWORKs cash aid-terminated families, as appropriate, in accordance with current State regulations and County policy and procedures.
- b. Contractor may charge a Family Fee by using one of two options, as follows:
 - 1. Collect the Family Fee from the CalWORKs cash aid-terminated family and report such reimbursement as appropriate, on the MMR, and Contractor's Monthly Invoice.
 - 2. Require the CalWORKs cash aid-terminated family to pay the Family Fee directly to the provider, and report such action, as appropriate, on the MMR and Contractor's Monthly Invoice.
- c. Contractor shall have the flexibility to determine which option to use, but must notify County in writing within thirty (30) calendar days of the start of this Contract which Family Fee option Contractor will implement. If during the term of this Contract, Contractor changes from one Family Fee option to another, Contractor shall notify County, in writing, within thirty (30) calendar days of the change.
- d. Contractor shall invoice County only for the amount Contractor reimbursed to the provider.

8.5.7 Reopen Child Care Cases as Appropriate

- a. Contractor may, at Contractor's discretion, reopen a previous child care case by either reopening the previous case or by opening a new case. Whenever Contractor opens a new case, Contractor may use any documentation that is still valid from the previous case.
- b. Contractor may, at Contractor's discretion, use the previous ST1-05 when Contractor elects to reopen a closed child care

case and determines that the ST1-05 is still valid and meets all of the following criteria:

1. The participant's case has been closed, terminated, or denied within thirty (30) calendar days of the participant's current request for child care;
2. The previous ST1-05 has been signed and completed less than twelve (12) months from the participant's current request for child care;
3. The information (excluding start, effective, and authorization dates) on the ST1-05 has not changed;
4. Using the previous ST1-05 does not conflict with Subparagraphs 8.5.4.d and 8.5.4.e above; and
5. The case record shall be clearly and accurately documented.

The ST1-05 is valid for no more than twelve (12) months from the oldest signature date on either form. Usage of the previous case ST1-05, in lieu of obtaining a new ST1-05, requires that Contractor authorize child care services for no more than the period of time for which the ST1-05 remain valid, or for no longer than twelve (12) months from the signature dates on the forms, as defined above.

- c. If the participant's approved WtW activity was less than 30 calendar days and Contractor did not send an ST1-13, "Termination of Child Care Services" notification to the participant, Contractor shall reopen the case as appropriate, within 30 calendar days of the effective date of termination.

8.5.8 Process Child Care During Breaks in Activities

- a. Contractor shall allow participants who have been authorized for licensed child care to request and continue to receive licensed child care for up to thirty (30) calendar days between components of a WtW activity, employment, or a combination of both WtW activity and employment, to ensure the continuity of licensed child care, and to hold the space for the child in the licensed child care facility. The thirty (30) calendar days rule may be extended to no more than sixty (60) calendar days for a student's semester break, but only if he/she is not changing schools, WtW activities, or provider.

- b. Contractor shall allow child care for participants to cover breaks between WtW activities during the course of the day as long as there is no impact on the current authorized reimbursement rate for the provider. If there is additional cost, Contractor shall allow a maximum of four (4) hours (excluding travel time) for licensed and license-exempt child care.

8.5.9 Process Child Care During a Sanction Month

Contractor shall reimburse child care for S1CC participants who are sanctioned, as long as they are employed, pursuant to CDSS Eligibility and Assistance Standards, Division 47, CalWORKs Child Care, Section 47-220.32. Contractor will receive an alert via the GEARS MASO screen or an LRS alert indicating when the participant was deregistered from GAIN.

8.5.10 Process Limited Term Service Leave

Contractor may grant a Limited Term Service Leave (LTSL) for a S1CC case if the participant will temporarily not need S1CC services. A LTSL shall not exceed twelve (12) consecutive weeks in duration. If Contractor grants a LTSL, the following applies:

- a. The participant's S1CC case shall not be closed;
- b. The ST1-05 shall indicate that child care services will not be provided during the participant's LTSL period;
- c. Contractor shall not claim reimbursement for Operational and Administrative Costs from County during the participant's LTSL period; and
- d. The GEARS MAOC screen and/or the LRS Child Care Authorization screen shall not have any child care authorizations listed during the participant's LTSL period.

8.5.11 Process Transfers Between S1CC Contractors

- a. Contractor shall transfer a child care case to the appropriate S1CC Contractor when families move their child care from one Contractor's service area to another. Contractor shall collaborate with other S1CC Contractors when transferring S1CC cases to ensure there is no disruption or break in child care services.
- b. Within three (3) business days from the date the participant completes all information, Contractor shall transfer the

participant's case folder (while retaining a copy) to the receiving S1CC Contractor. In turn, the receiving Contractor shall immediately accept all such transfers from any other S1CC Contractor. The receiving Contractor must update GEARS and/or LRS with the new information within three (3) business days of the effective date of the transfer. Contractor shall annotate in the case notes the reason for the transfer and the date of transfer.

- c. In the event that a family has moved their child care from one Contractor's service area to another and communicates a reasonable and compelling reason to remain with current Contractor, if Contractor is informed of this request in writing, Contractor may retain the child care case in Contractor's service area, upon approval from the DPSS Child Care Program Section.

8.5.12 Process Inter-County Transfers (ICT) of S1CC Services

- a. Upon receiving information from a participant that he/she has moved or will be moving from Los Angeles County to another county in California, Contractor shall inform the participant in writing of the responsibility to apply for child care in the new county to avoid a break in child care services.
- b. Contractor shall notify the receiving county of the pending transfer via the Inter-County Transfer Letter (ST1-28). If Contractor receives a signed release of information form from the participant, Contractor shall contact the appropriate CalWORKs provider in the receiving county and make available information and documents to assist the participant to receive CalWORKs child care without delay.

8.5.13 Process Seamless Transfers from Stage 1 to Stage 2 or Stage 3

- a. Contractor shall promptly transfer participants to Stage 2 or Stage 3 Child Care, as appropriate, consistent with the California Department of Education rules and regulations, including California Code of Regulations (CCR), Title 5, Division 1, Chapter 19.5, when any of the following conditions exists:
 - 1. A current CalWORKs participant is stable, as defined by County;
 - 2. A current CalWORKs participant is transitioning off cash aid, and is otherwise eligible for Stage 2 or Stage 3;

3. A former CalWORKs participant utilizes in-home license-exempt child care because the waiver requirement was met and has been off cash aid for two years.
 - Contractor shall notify the participant in writing at the time they are terminated from CalWORKs cash aid that Contractor does not reimburse for in-home license-exempt child care in Stage 2.
 - Three (3) months prior to reaching the S1CC two-year time limit, Contractor shall re-notify in writing the participant and the provider of the effective date when S1CC will be terminated, and inform the participant of alternatives to continue subsidized child care services.
- b. Contractor shall notify the participant in writing and issue a ST1-06 to the provider to inform them that the S1CC case is being transferred to Stage 2 or Stage 3.
- c. Contractor shall update the GEARS Maintain Child Care Stage 2 (MSTC) screen and/or the LRS Program Status Detail screen and the Child Care Authorization Detail screen upon completion of the transfer of the S1CC case to Stage 2.
- d. Contractor shall comply with California Department of Education (CDE) rules and regulations, including CCR, Title 5, Division 1, Chapter 19.5, Section 18409 (d); which requires Stage 1 agencies to transfer CalWORKs participants to Stage 2 regardless of CDE contracting funding level, until CDE directs the agency in writing to stop transferring cases to Stage 2.

8.5.14 Process Termination of Child Care Services Due to TrustLine Report

- a. Upon receipt of a TrustLine report indicating that a provider's application has been denied or that TrustLine registry is revoked, Contractor shall take the following actions within two (2) business days:
 1. Advise the participant of the need to select another provider for child care or of the need to discontinue the use of a provider for child care by sending a ST1-14 to the participant. Contractor shall also send a ST1-06 to the provider, including a ten (10) calendar day advance notice of termination of child care reimbursements.

2. Update GEARS with information regarding the license-exempt provider's denial of the TrustLine registry application or with information that TrustLine registry was revoked.
 3. Send a ST1-10A with a new ST1-05 to the participant to determine the prospective provider's eligibility.
- b. If the participant does not cooperate in completing a child care arrangement, Contractor shall terminate child care services and send a ST1-13 to the participant. The ST1-13 shall indicate the reason for the termination. Contractor shall update GEARS and/or LRS accordingly and document the details and the reason child care is being denied or terminated in the case notes.

8.5.15 Process Termination of Child Care Services Due to Community Care Licensing Division Action

- a. Upon receipt of notification that a provider's license has been revoked or suspended, Contractor shall take the following actions within two (2) business days:
1. Concurrently terminate reimbursement to the licensed provider and advise the participant of the need to select another provider by sending a ST1-14 to the participant. Contractor shall also send a ST1-06 to the provider informing him/her that child care reimbursements have been terminated and the reason for the termination.
 2. Remove the licensed provider from the Contractor's referral list and notify all the other appropriate S1CC Contractors to remove the provider from their referral list. Update the LRS RDB with the change in provider status and add comment if additional clarification is warranted.
 3. Send a ST1-10A with a new ST1-05 to the participant to determine the prospective provider's eligibility.
- b. If the participant does not cooperate in completing a child care arrangement, Contractor shall terminate child care services and send a ST1-13 to the participant. The ST1-13 shall indicate the reason for the termination. Contractor shall update GEARS accordingly and document the details and the reason child care is being terminated in the case notes.

- c. Upon notification that a licensed provider is on probation, Contractor shall take the following actions within two (2) business days:
 1. Notify the participant in writing that his/her provider's child care license has been placed on probation.
 2. Inform the participant in writing of the option to use an alternate child care provider or continue to use the same provider without risk that the child care reimbursements to the provider will be terminated.

8.5.16 Process Termination of Child Care Services Due to Change in Participant Eligibility or Participant Lack of Need

Upon receipt of notification from County via a GEARS or LRS alert that the participant is no longer eligible for child care or a verbal or written notification from the participant that he/she no longer needs child care, Contractor shall take the following actions within two (2) business days:

- a. Terminate child care services and send a ST1-13 to the participant and a ST1-06 to the provider, including a ten (10) calendar day advance notice of termination of child care reimbursements. The ST1-13 shall indicate the reason for the termination.
- b. Update GEARS and/or LRS accordingly and document any verbal notification from the participant that child care is no longer needed and the reason why child care is being terminated in the case notes.

8.5.17 Process Termination of Child Care Services at the End of Authorized Period

If the child care need is ending concurrently with the end of the current authorization period, Contractor shall take the following actions:

- a. Terminate child care services and send a ST1-13 to participant and a ST1-06 to the provider, including a ten (10) calendar day advance notice of termination of child care reimbursements. The ST1-13 shall indicate the reason for the termination. If the participant's approved WtW activity is less than 30 calendar days, Contractor does not need to send a ST1-13 to the participant.

- b. Update GEARS and/or LRS accordingly and document the details and the reason why child care is being terminated in the case notes.

8.5.18 Close Child Care Cases

S1CC cases shall be closed if one of the following events occurs:

- a. Child care has been denied.
- b. Child care has been terminated.
- c. Participant's case is transferred to another S1CC Contractor, county, subsidized child care program, or Stage 2 or Stage 3 Child Care.
- d. Participant is terminated from CalWORKs cash aid and does not have a current authorization for child care, or a S1CC request being processed, at the time the participant is terminated from CalWORKs cash aid.
- e. Participant has been terminated from CalWORKs cash aid for two (2) years and has been receiving S1CC for two (2) years, at which time the participant is no longer eligible for S1CC.
- f. Participant is terminated from CalWORKs cash aid, is using a license-exempt in-home provider and does not have an approved ST1-38, 'In-Home Child Care Waiver Request' on file.

8.5.19 Notify County of Changes in Participant's Information

Contractor shall notify County within four (4) business days via a ST1-07 or MCCC GEARS/LRS alert, of any information relating to income, assets, and/or household composition changes provided to Contractor by a CalWORKs participant in the normal course of interaction with the participant, that could affect the CalWORKs cash aid grant amount or eligibility. This is not to be interpreted to mean that Contractor is to determine eligibility for any other program other than S1CC.

8.6 PROVIDE PROVIDER REIMBURSEMENT SERVICES

8.6.1 Basic Reimbursement System – S1CC Provider Reimbursements

Contractor shall use its own reimbursement system, not GEARS or LRS, for generating and processing all S1CC Provider

Reimbursement Requests and issuing all child care reimbursements. Contractor's reimbursement system shall:

- a. Have the ability to issue replacement reimbursements, supplemental reimbursements, retroactive reimbursements, advance reimbursements, and reimbursements in arrears.
- b. Have the ability to stop reimbursements on lost or stolen checks at Contractor's bank.
- c. Have the ability to reimburse for child care provided during the current fiscal year and the immediate prior fiscal year.
- d. Have the ability to reimburse the different types of child care rates: hourly, daily, weekly or monthly rates.

8.6.2 Electronic Data Transfer

Contractor shall upload provider reimbursement data into the GEARS and/or LRS database by using the electronic data transfer system, which DPSS has approved, as follows:

- a. Contractor shall enter reimbursement data into the electronic data transfer system at least once per week. Reimbursement data must be entered into the electronic data transfer system no later than the last business day of the week following the week in which the corresponding reimbursement was issued.
- b. The following reimbursement data shall be transmitted for each reimbursement made:
 - Case Number;
 - Participant ID (PID) or Person ID;
 - Child ID (CID);
 - Reimbursement Start Date;
 - Reimbursement End Date;
 - Provider ID;
 - Child Care Agency ID Number;
 - Reimbursement Amount; and
 - Reimbursement Date.

c. Reimbursement Adjustments

Within five (5) business days of discovery and verification of error, Contractor shall issue the supplemental reimbursement and enter the reimbursement adjustment into the GEARS Maintain Stage 1 Accruals (MSOA) and/or LRS Child Care Authorizations Reimbursements Detail screen directly, rather than into the electronic data transfer system.

d. Rejected Reimbursement Entries

Contractor may re-enter reimbursement data which has been rejected by the electronic data transfer system either by entering the reimbursement data into the GEARS MSOA and/or LRS Child Care Authorizations Payment Detail screen directly or re-entering the reimbursement data into the electronic data transfer system. For manual re-entries of rejected reimbursements using the GEARS MSOA and/or LRS Child Care Authorizations Reimbursement Detail screen, reimbursement entry must be made before 5:00 p.m. on the last business day of the month.

e. GEARS/LRS Problem Reporting Log

1. Contractor shall immediately notify the CCA in the event of any GEARS or LRS problems listed below:
 - Slow response time for inquiry and data entry and the resulting impact to production; and
 - Down time at Contractor's site and the resulting impact on production.
2. If the problem continues for more than thirty (30) minutes, Contractor shall also notify the DPSS Information Technology Division (ITD) via the Technical Support Center/Help Desk.
3. Contractor shall log all problems reported, including responses from the GEARS or LRS Contractor and/or ITD using the GEARS/LRS Problem Log, Exhibit A-6. Contractor shall submit the GEARS/LRS Problem Log to County as specified in Subsection 8.8.1 below.

8.6.3 Provider Payment Request (PPR) Form

The PPR form shall be a standardized form for all of the S1CC Contractors, except for the space at the bottom of the form where Contractor's specific information may be included.

a. PPR Packet

Contractor shall send a PPR packet to each provider providing child care services, prior to the beginning of each month or the child care authorization period. The packet shall include the following:

1. The PPR form;
2. A self-addressed return envelope;
3. A County-approved information sheet that includes, at a minimum:
 - Instructions for completing the PPR;
 - Instructions directing the provider to return the PPR after the end of the month, but no later than 60 calendar days after the last day of the service month for which the PPR was issued;
 - A statement advising providers not to complete any portion of the PPR, prior to the actual delivery and conclusion of child care services.
4. Contractor's schedule for making reimbursement to providers.

b. Receipt of PPR

Contractor shall process the PPR upon receipt as follows:

1. Review PPR for Completeness and Accuracy

Upon receipt of the PPR, Contractor shall date stamp the PPR and review the form for completeness and accuracy. The PPR shall be considered complete when the following information is contained on the PPR:

- The number of days and total hours child care was provided for each week in the report month;

- The amount the provider is invoicing;
- The signatures of the participant and provider; and
- For participants on a variable activity schedule, a Monthly Variable Schedule Calendar (ST1-21).

2. Return Incomplete or Improperly Completed PPRs

Contractor shall return incomplete or improperly completed PPRs to the provider along with a rejection notice within five (5) business days of receipt. The notice shall clearly explain the reason for rejection and request the provider to return the properly completed PPR.

3. Contact Provider and/or Participant to Clarify Discrepancies

Contractor shall contact the provider and/or participant for clarification, if Contractor is uncertain about an entry made on the PPR. Contractor shall annotate in the case notes that a contact was made with the provider and/or participant to clarify the discrepancy and the clarification received from the provider.

4. Handle Unavailability of Participant to Sign PPR

In instances when the participant has removed the child(ren) from the care of the provider and the participant is unavailable to sign the PPR, the provider may annotate on the PPR the reason for the participant's unavailability to sign. Contractor shall attempt to contact the participant to obtain the participant's signature. If unable to obtain participant's signature, Contractor shall transmit the PPR to the GAIN CCC, who will facilitate efforts to obtain the participant's signature. If the participant's signature cannot be obtained, once the CCC is able to verify that the child care service dates on the PPR can be reasonably aligned to the participant's activities/dates on GEARS, the CCC shall sign such PPR on behalf of the participant to satisfy the participant signature requirement, and transmit the PPR to Contractor for processing. If the PPR is returned to the Contractor unsigned by the CCC, the PPR shall be considered incomplete and Contractor shall not issue reimbursement.

c. Non-Receipt of PPR

Contractor shall conduct follow-up contacts whenever a provider fails to submit a PPR for reimbursement within the period between 90 to 150 days after PPR issuance. Contractor shall make at least three (3) attempts to contact the provider, as needed. At least one (1) attempt shall be made by mail. Contractor does not need to make three (3) attempts if the provider notifies Contractor that child care was not provided during the service month. Contractor shall document in the case notes the dates of the contact attempts and the results of the outreach efforts.

8.6.4 Provider Reimbursement Amount

Contractor shall determine the provider's reimbursement, including retroactive reimbursements for retroactive child care authorized by County, as follows:

- a. Using the authorized reimbursement rate schedule on the ST1-06 as the basis for determining the reimbursement amount to the provider;
- b. Comparing the invoiced amount being claimed by the provider on the PPR to the authorized amount on the ST1-12 and ST1-06; and if applicable to the ST1-21;
- c. Reimbursing the lesser amount if the invoiced amount is different than the authorized amount;
- d. Reducing any invoiced amounts that exceed the authorized amount for any part of the authorized period; and
- e. Disregarding any invoiced amounts for periods when care was not authorized.

8.6.5 Authorization and Issuance of Provider Reimbursement

- a. Contractor shall authorize and issue reimbursement to providers by mail or electronic means, for the month or a shorter authorized period, within ten (10) business days from the date that a complete PPR was received, with the following exception:

If a government agency or court has placed a garnishment on reimbursements to a provider, Contractor shall have fourteen (14) calendar days to process and issue reimbursement by

mail to the provider from the date a complete PPR is received, as appropriate.

- b. City of Norwalk and Pomona Unified School District (PUSD) shall authorize and issue reimbursement to providers by mail or electronic means, for the month or a shorter authorized period, within fifteen (15) business days from the date a complete PPR was received, with the following exception:

If a government agency or court has placed a garnishment on reimbursements to a provider, City of Norwalk and PUSD shall have nineteen (19) calendar days to process and issue reimbursement by mail to the provider from the date a complete PPR is received, as appropriate.

8.6.6 Reimbursement Using Alternative Methods

If Contractor has the capability, Contractor may make reimbursements by direct deposit, pay card, or other electronic means to the provider's bank account as an alternative to mailing the reimbursements to the provider. The Contractor shall be responsible for setting up any alternative means of reimbursement.

For direct deposits, the provider shall be responsible for setting up the direct deposit with their financial institution for this purpose. Within ten (10) business days from the date a complete PPR was received, Contractor shall transmit reimbursement for that PPR through direct deposit.

8.6.7 Guidelines for Issuance of Provider Reimbursements

- a. Contractor shall reimburse providers in arrears.
- b. Contractor shall ensure that all provider reimbursements are made in compliance with California Code of Regulations sections governing reimbursements under the Regional Market Rate system of child care reimbursements; CDSS issued All-County Letters provided to Contractor by County; County written directives such as Administrative Directives; GAIN Policy; and Provider Reimbursement Rules provided by DPSS Child Care Program (CCP) Section or as otherwise instructed in writing by CCP Section staff.
- c. Contractor shall comply with federal IRS reporting requirements for reimbursements made to independent Contractors.

- d. Contractor shall only authorize and issue reimbursement for PPRs for child care services provided during current fiscal year and the immediate prior fiscal year.

8.6.8 Issuance of Duplicate PPRs

Within two (2) business days of a provider's request for a duplicate PPR, Contractor shall either mail a duplicate PPR to the provider or give out the form in person, upon the mutual agreement that a provider will pick up the duplicate PPR at Contractor's office.

8.6.9 Retention of PPRs for Audit Trail

Contractor shall maintain original PPRs that have been processed for reimbursement, as an audit trail for five (5) years after the term of this Contract or for five (5) years following the last date of service or until all audits started are completed and settled, whichever is later as specified in Subsection 8.9.3 below.

8.6.10 Reported Changes Affecting Provider Reimbursements

- a. Within four (4) business days of receiving notification from a participant or County of a change in circumstances, Contractor shall initiate action as follows:
 - 1. Evaluate the change to determine whether the reimbursement to the provider will be affected.
 - 2. Have the participant complete a new ST1-05, which must include the signatures of both the participant and provider, when the change will result in a change of the reimbursement to the provider and the new rate is not already on the ST1-05 on file.
 - 3. Obtain any additional required information and/or documents needed to determine the new reimbursement rate to the provider. Contractor shall not be required to reevaluate the participant's eligibility (e.g. by requesting employment and/or training verifications, etc.) when there is no change in employment and/or training.
- b. Within four (4) business days from the date all required information and/or documents are received, Contractor shall determine the new reimbursement rate for the provider and issue a Child Care Payment Change NOA (ST1-15) to the participant and an ST1-06 to the provider.

- c. When it is determined that a change in circumstances results in a higher reimbursement rate, the higher rate will go into effect as of the effective date of the change. The affected month's provider reimbursement issuance amount will be adjusted accordingly and a supplemental check will be generated.
- d. When it is determined that a change in circumstances result in a lower reimbursement rate, the lower rate shall be effective ten (10) calendar days after the date of the mailing of the ST1-15 and ST1-06.
- e. Contractor shall make clear and concise entries in the case notes regarding the actions taken to process the reported change and in determining the new reimbursement rate for the provider.

8.6.11 Non-Use of Child Care

Contractor shall conduct follow-up contacts whenever non-use of child care is identified. A follow-up contact shall be made to the participant, to determine if child care is still needed, on child care cases that have providers who were issued PPRs but who have not requested reimbursement within 60 calendar days after the last day of the service month for which the PPR was issued, or if a provider notifies Contractor that the participant is not utilizing the child care services authorized.

- a. If the participant reports that less child care hours are needed, Contractor shall:
 - 1. Reduce the authorized reimbursement rate as specified in Subparagraph 8.6.10.d above.
 - 2. Document in the case notes the details and specific reason why child care is being reduced.
- b. If the participant reports that child care is no longer needed, Contractor shall:
 - 1. Verify the last day child care was provided.
 - 2. Terminate child care services and issue a Termination of Child Care NOA (ST1-13) to the participant and a ST1-06 to the provider at least ten (10) calendar days prior to the termination date. The ten (10) calendar day advance notice may be waived with a completed/signed ST1-39

Waiver of 10-Day Advance NOA Requirement form. The ST1-13 shall indicate that the termination is at the participant's request.

3. Update GEARS and document in the case notes that the participant verbally notified Contractor that child care is no longer needed.
- c. If Contractor is unable to reach the participant or if the participant indicates a need to continue child care but the pattern of non-use continues for two (2) consecutive months, Contractor shall notify County and wait for County's response as follows:
1. If participant is receiving CalWORKs cash aid, Contractor shall notify the GAIN CCC via a CalWORKs S1CC Notification to County – Time Sensitive (ST1-07) notice (e-mailed or faxed to a secure location to safeguard personally identifying information), via a Maintain Child Care Change (MCCC) GEARS alert, or via an LRS alert.
 2. If participant is no longer receiving aid, Contractor shall notify the CCA.

In both situations above, Contractor shall not discontinue reimbursement to the provider until Contractor receives instructions from County. If notified by County to terminate child care services, Contractor shall immediately issue a ST1-13 to the participant and a ST1-06 to the provider at least ten (10) calendar days prior to the termination date.

8.6.12 Replacement Checks

Contractor shall process replacement checks after the first five (5) business days have elapsed, after the mailing of any provider reimbursement check, as follows:

- a. Within four (4) business days of a request from a provider or participant for replacement of a lost/non-received/stolen check, Contractor shall initiate an affidavit process. The affidavit process shall include the following activities:
 1. Mail or give a cover letter and affidavit to the provider. The cover letter must include instructions on how to complete the affidavit.

2. Upon receipt of the affidavit, review the completed affidavit for completeness, accuracy, and signature under penalty of perjury.
 3. Return an incomplete or inaccurate affidavit to the provider for correction.
 4. If the affidavit is complete and accurate, complete the Contractor section of the affidavit, approve and issue the replacement check.
 5. File the completed, signed affidavit form, any related documentation, and annotate the actions taken in the case notes.
- b. If Contractor can place a stop payment on the original lost/non-received/stolen check, and confirm that the original check has not already been paid by Contractor's bank, Contractor may eliminate steps 1 through 5 in part (a) of this Subsection (affidavit process) and initiate steps to issue a replacement check.
 - c. Contractor may establish a reasonable timeframe, but within fifteen (15) business days, for issuing a replacement check based on Contractor's bank waiting periods and Contractor's processing time.
 - d. In the event that both the original check and the replacement checks are cashed by the provider, Contractor shall attempt to obtain repayment of the duplicate reimbursement from the provider.
 - e. If Contractor is unable to obtain repayment of the overpayment from the provider, Contractor shall report this duplicate reimbursement on the Contractor's Monthly Invoice as a separate attachment.
 - f. If County determines that Contractor has followed steps 1 through 5 in part (a) of this Subsection or part (b) of this Subsection and has attempted to recover the overpayment, County will reimburse Contractor for both reimbursements. Contractor shall also make a suspected fraud referral as specified in Subsection 8.12 below.

8.6.13 Overpayments

- a. Overpayment Determination

Within five (5) business days of Contractor's discovery that an overpayment occurred, Contractor shall take the appropriate actions outlined below.

1. Contractor shall determine if the cause of the overpayment was due to one of the following reasons:
 - Administratively-caused by County's error.
 - Participant-caused error;
 - Provider-caused error; or
 - Administratively-caused by Contractor's error.
2. Contractor shall take action to obtain the information and/or documents needed to determine if an overpayment occurred.
3. Contractor shall document any contacts with the participant and/or provider regarding the overpayment in the case notes, and file in the case folder all supporting documents, e.g., PPRs, overpayment computations, overpayment notices to the participant and provider, etc.

b. Participant-Caused Overpayment

Contractor shall request voluntary repayment of any overpayment caused by a participant's failure to report information or failure to report accurate information, in accordance with CDSS policies and procedures.

c. Provider-Caused Overpayment

Contractor shall request voluntary repayment of any overpayment caused by a provider's failure to report information or failure to report accurate information, in accordance with CDSS policies and procedures.

Contractor shall take immediate action to collect a provider-caused overpayment from a reimbursement due to the provider and issue a notice to the provider of the intended adjustments from future reimbursements to collect the overpayment.

- d. After Contractor determines that a participant-caused or provider-caused overpayment will not be voluntarily repaid, Contractor shall report to the CCA, on an attachment to the

Contractor's Monthly Invoice for the month following discovery that the overpayment will not be repaid and that Contractor does not have the ability to deduct the overpayment from a future reimbursement to the provider.

e. Contractor or County-Caused Overpayment

If Contractor erroneously or negligently caused an overpayment to a child care provider or an overpayment was caused as a result of a County administrative error, Contractor shall handle such overpayment as follows:

1. If the overpayment is an amount that is not owed to the provider, Contractor may collect the overpayment from the provider as specified in part (e) of this Subsection 8.6.13.
2. If the overpayment is an amount that is not owed to the provider and cannot be collected from the provider, it shall be counted as an "uncollected overpayment."
3. Contractor shall be allowed an uncollected overpayment error rate of two (2) percent of all overpayments for the fiscal year with no repayment obligation to County. Contractor shall be responsible to repay County for all uncollected overpayments which exceed the allowable error rate of two (2) percent. Overpayments described in part (b) and (c) of this Paragraph 8.6.13 should not be counted as overpayments for purposes of this Subparagraph 8.6.13.e.3.
4. Contractor shall notify the CCA of all collected or uncollected overpayments, identified by case, on the Contractor's Monthly Invoice including the year-to-date amount of uncollected overpayments.
5. Within sixty (60) calendar days of the end of each fiscal year, Contractor shall reimburse County for all uncollected overpayments which exceed the allowable error rate of two (2) percent per fiscal year.

8.6.14 Underpayments

If Contractor erroneously caused an underpayment to a child care provider, Contractor shall issue a supplemental reimbursement as specified in Subparagraph 8.6.2.c above and annotate the reason in the case notes why an underpayment occurred.

8.7 MANAGEMENT AND ADMINISTRATIVE TASKS

Contractor shall be responsible for providing managerial and administrative staff for the administration of S1CC. Contractor's Manager, or designee, shall be responsible for ensuring Contractor's staff comply as follows:

- 8.7.1 Provide S1CC services by performing the tasks outlined in this Contract and Exhibit A, Statement of Work.
- 8.7.2 Adhere to the provisions in this Contract, and all current and future applicable federal, state, and local laws, rules and regulations, GAIN Policy, and all administrative releases relating to S1CC as specified in Exhibit A-11.
- 8.7.3 Utilize County-wide standardized procedures which have been approved by County, when applicable. These procedures shall include, but are not limited to, provider payment rules, inter-agency transfers, and public complaint procedures. Contractor shall work with other S1CC Contractors to develop draft standardized procedures for County consideration whenever Contractor identifies a value in such standardization.
- 8.7.4 Utilize County-wide standardized forms and notifications for participants and providers which have been approved by County, when applicable. Contractor shall work with other S1CC Contractors to develop draft common forms for County approval whenever Contractor identifies a value in countywide standardization of a S1CC form or notification. Documents provided to a participant should be in the participant's preferred language as specified in Subsection 7.4.2 above.
- 8.7.5 Prepare timely, adequate, and complete NOAs for participants, using County-provided NOAs in the participant's preferred language as specified in Subsection 7.4.2 above.
- 8.7.6 Attend meetings as needed to review the progress and integrity of the S1CC program as well as to resolve any problem identified by either Contractor or County which may arise during the term of this Contract. County will notify Contractor of the need to attend such meetings with at least five (5) business days advance notice. Contractor may request meetings with County as needed with at least five (5) business days advance notice. The advance notice may be waived with the mutual consent of both Contractor and County.

- 8.7.7 Provide accurately reconciled invoices with all supporting back-up documentation as specified in this Contract, Section 5.0, Contract Sum.
- 8.7.8 Provide complete and accurate reports in a timely manner as specified in Subsection 8.8 below.
- 8.7.9 Cooperate fully in assisting County in its monitoring responsibilities. Contractor shall provide all S1CC cases requested by the County Contract Program Monitor and shall ensure that all appropriate paperwork is filed in the case folder. Failure to provide the requested S1CC case may, at a minimum, be deemed an "error" and may adversely affect Contractor's performance.
- 8.7.10 Comply with Civil Rights requirements described throughout this Contract and Exhibit A, Statement of Work.
- 8.7.11 Cooperate with DPSS' Appeals and State Hearings (ASH) Section as specified in Subsection 8.11 below.
- 8.7.12 Adhere to County's welfare fraud reporting responsibilities and make fraud referrals as specified in Subsection 8.12 below.
- 8.7.13 Provide County certificates of insurance prior to commencing services under this Contract and each year thereafter upon expiration as specified in Contract, Subsection 8.24, General Provisions For All Insurance Coverage and Subsection 8.25, Insurance Coverage Requirements.

8.8 REPORTING TASKS

As required by County, Contractor shall provide the following reports and/or data concerning its activities as they affect Contract duties and procedural plans describing Contractor's plan of action on handling various required tasks.

8.8.1 Monthly Management Report (MMR)

- a. Contractor shall submit an electronic MMR, Exhibit A-5, to the DPSS Child Care Program Manager with a copy to the monitoring CCA by the tenth (10th) calendar day of the month following the month of service. In the event that the tenth (10th) calendar day of the month falls on a weekend, or County recognized holiday, or County non-working day, the MMR shall be submitted by noon the following business day.

- b. The MMR (Exhibit A-5) shall be submitted separately from Contractor's Monthly Invoice and back-up documentation. The MMR and its attachments (Exhibits A-6 through A-9) shall be sent in an envelope addressed directly to the CCA via postal service, or may be submitted via e-mail or hand-delivered.
- c. The MMR shall include the following, as appropriate:
 - 1. GEARS/LRS Problem Reporting Log (Exhibit A-6).
 - 2. Monthly Complaint Log (Exhibit A-7).
 - 3. Appeals and State Hearings (Exhibit A-8).
 - 4. Fraud Referrals (Exhibit A-9).
 - 5. A monthly listing of the types of outreach activities and the cost for the outreach activities as specified in Subsection 8.1.2 above.

8.8.2 Child Care Monthly Reports: CalWORKs Families (CW 115) and Two-Parent Separate State Program (CW 115A)

- a. Contractor shall ensure that data required for County to compile and complete the CalWORKs Families (CW 115) and Two-Parent Separate State Program (CW 115A) child care monthly reports for submission to the California Department of Social Services, is updated to GEARS or LRS by the second (2nd) business day of the month following the report month.
- b. Contractor shall ensure that the S1CC data for Part A, items 8-10 of the reports, that is generated to County manually, reaches County by the tenth (10th) calendar day of the month following the report month. If the 10th calendar day is on a weekend or other non-business day, the S1CC data for Part A, items 8 - 10 shall be due the previous business day.

8.8.3 Monthly CalWORKs Reports

Contractor shall ensure that S1CC children, families, and expenditure data required for County's mandated report to the Los Angeles County Board of Supervisors, reaches County by the twenty-fifth (25th) calendar day of the month following the report month.

8.8.4 Ad Hoc Reports

Contractor shall provide requested child care data or other information on an ad hoc report that may be requested by the Department, Board of Supervisors, the State, or other government agencies or entities for budgetary or other purposes on an as-needed basis. Contractor shall provide the requested data to County within a mutually agreed upon timeline.

8.8.5 Data Fields for Data Mining System (DMS)

a. Upon notification from County, Contractor shall capture and provide the following employment and/or WtW activity data from the ST1-20 and/or the ST1-20A for each S1CC participant and thereafter at the time of approval and as cases are recertified. The following data shall be transferred to DPSS/DMS by using the electronic data transfer system:

1. Case Number
2. PID
3. Activity
4. Activity Start/End Date, Daily Start/End Time, and Total Number of Weekly Hours
5. Child Care Authorization Start/End Date, Daily Start/End Time, and Total Number of Weekly Hours
6. Travel Time
7. Employer/Company Name
8. Employer Address
9. Employer Phone Number
10. Date of Hire

b. Contractor shall provide data that reflects the quarter prior by the following due dates: October 15th (for July 1 - September 30), January 15th (for October 1 - December 31), April 15th (for January 1 - March 31), and July 15th (for April 1 - June 30).

8.8.7 TrustLine Reports

Contractor shall provide a monthly report reflecting the status and disposition of all child care providers that were submitted for TrustLine registration during the report month.

8.9 **RECORD KEEPING TASKS**

8.9.1 Contractor shall maintain the ability to retrieve the physical S1CC case folder for each participant and provider served by Contractor.

8.9.2 Contractor shall be responsible to maintain ongoing, up-to-date monthly control records, which are subject to County monitoring review for tracking purposes, on such activities as, but not limited to: AVAZA usage, DPSS hotline complaints, welfare fraud referrals, and customer complaints, etc.

8.9.3 When S1CC services end and the case is closed, Contractor shall follow the procedures specified in this Contract, Subsection 8.38, Record Retention and Inspection/Audit Settlement, regarding record retention and storage and Subsection 9.15, Shredding of Documents, regarding the disposal of case records. Contractor shall not dispose of case records or any document containing a participant's information, in any manner outside of County policies, without DPSS approval.

8.10 **HANDLING COMPLAINTS**

8.10.1 Hotline Complaints

- a. County refers all S1CC related complaints received by the Child Care Hotline to Contractor for resolution. Inquiry calls are not considered complaints and are not referred to Contractor for resolution.
- b. Contractor takes action to resolve the complaint received by the Child Care Hotline.
- c. When Contractor has resolved the complaint, Contractor annotates in the case notes the actions taken to resolve the complaint or the reason why resolution is pending and provides written notification to County of the resolution.
- d. County prepares a monthly listing of all S1CC related complaints received by the Child Care Hotline that were referred to Contractor for resolution.

8.10.2 Contractor Received Complaints

- a. Contractor shall resolve all complaints related to S1CC received directly by Contractor about providers, the CalWORKs program, or Contractor.
- b. Contractor shall log all complaints received along with the resolution using the Monthly Complaint Log, Exhibit A-7. Contractor shall submit the Monthly Complaint Log to County as specified in Paragraph 8.8.1 above.
- c. Contractor shall notify the Department of Children and Family Services or the Department of Community and Senior Services immediately or within one (1) business day from the receipt of complaints relating to abuse, neglect or exploitation of children or the elderly, as appropriate.

8.10.3 Civil Rights Complaints

Contractor shall implement the following procedures for receiving and responding to civil rights complaints made by participants.

- a. Contractor shall provide and, if requested by a participant, assist with completing a Complaint of Discriminatory Treatment (PA 607) form in the participant's preferred language.
- b. Contractor shall maintain a Civil Rights complaints log.
- c. Contractor's Manager (CM) shall act as the Civil Rights Liaison (CRL) between Contractor, the CCA, and CRS.
- d. CM/CRLs must forward all PA 607s to the CCA within two (2) business days.
- e. CM/CRLs shall not attempt to investigate Civil Rights complaints made by participants. These investigations are handled by CRS.
- f. Contractor may obtain a supply of PA 607s from the CCA.
- g. Upon receipt of the completed PA 607, the CCA will immediately forward the PA 607 to CRS at the following address for investigation:

Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Attention: Civil Rights Coordinator

8.11 APPEALS AND STATE HEARINGS

Contractor shall:

- 8.11.1 Be well informed of current GAIN Policy, Appeals and State Hearings.
- 8.11.2 Participate in conciliation, grievance, State or other public hearings upon request of County, including attendance by Contractor's staff to any hearings listed above.
- 8.11.3 Provide records and documents to the DPSS Appeals and State Hearings (ASH) Section, necessary for review and resolution of the issues for which the participant has requested a State hearing, within two (2) business days of request.
- 8.11.4 Be responsive to ASH's requests and/or instructions by responding in a timely manner. When State hearing decisions are rendered by CDSS or a Correction Memo (ASH 411) is issued by ASH, adhere to the mandate in such documents and implement the required action immediately and/or by the due date.
- 8.11.5 Maintain a monthly listing of State hearing decisions processed including ASH 411s and include this data in the MMR.
- 8.11.6 Be notified by County of the following:
 - a. Any conciliation, grievance, State or other public hearings at least three (3) business days prior to such hearings.
 - b. Pending litigation on any case. Child care cases in litigation must be retained by Contractor for at least three (3) years after the case is settled by the courts or five (5) years after the term of this Contract or for five (5) years following the last date of service or until all audits are completed and settled, whichever is later.
 - c. Instructions and timeline information, for implementing mandates of a State hearing decision or ASH 411, and reporting requirements to County.

8.12 WELFARE FRAUD PREVENTION AND INVESTIGATIONS

8.12.1 Fraud Referrals

Contractor shall:

- a. Make fraud referrals to the DPSS Welfare Fraud Prevention and Investigations (WFP&I) Section pursuant to current GAIN Policy, Child Care Fraud, and any supplements or other issuances subsequently released.
- b. Make a fraud referral to WFP&I within three (3) business days, in instances when County requests that a referral be made. Contractor shall include a list of all fraud referrals submitted each month with the MMR.
- c. Take appropriate action to terminate child care cases/reimbursements and make a fraud referral when the participant or child care provider admits to fraudulent activity that makes the case ineligible to S1CC.
- d. In all other suspected fraud situations, Contractor shall make a fraud referral, provide all records to County, and wait for the County's direction on appropriate action to take on the child care case.

8.12.2 Processing Requests for Case Information/Documents

Contractor shall adhere to policy and procedures outlined in Administrative Directive 4857, dated June 30, 2010.

8.13 **GREEN INITIATIVES**

8.13.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

8.13.2 Contractor shall notify County's CCA of Contractor's new green initiatives prior to the contract commencement.

8.14 **CASELOAD TRANSITION TASKS**

In the event of S1CC contract termination, Contractor insolvency, merger or acquisition, Contractor shall complete the following tasks to facilitate transition of child care cases from Contractor to designated successor agency(ies). These actions are necessary to prevent an interruption of child care services to impacted participants and/or child care providers.

Contractor shall:

- a. Meet with DPSS and the designated successor R&R/APP agencies to discuss transition of cases and assist in the development of an appropriate transition plan, taking into account the specific circumstances and issues related to the situation (i.e. APP closure, contract

cancellation/expiration, merger etc.). At minimum, the transition plan shall include a timeline with target dates, issues that must be resolved prior to contract termination, and a section detailing specific responsibilities for Contractor.

- b. Assist in determining how outstanding Provider Payment Requests (PPRs) will be processed by successor agency(ies).
- c. Provide DPSS with a detailed listing of all pending/unreimbursed PPRs
- d. Assist DPSS in verifying all invoice(s) in question, at County's discretion; Contractor to provide all relevant documents to assist DPSS in reconciling invoice(s) in question.
- e. Notify County of any anticipated merger or acquisition between Contractor and another agency, as well as the circumstances precipitating stated merger/acquisition. See Contract, Section 8.2, Assignment and Delegation.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

9.1 INTRODUCTION

This Performance Requirement Summary (PRS) lists the minimum required services and performance measures that will be monitored by the County during the term of the Contract. It indicates the required services, the standards for performance, the monitoring methods and the potential liquidated damages for exceeding the Acceptable Quality Level (AQL). It also outlines the quality assurance and monitoring methods the County may use to measure the Contractor's performance.

All listings of required services or standards used in this PRS are intended to be completely consistent with the terms and conditions of this Contract and are not meant in any case to create, extend, revise or expand any obligation of the Contractor beyond that defined in the terms and conditions of this Contract and Statement of Work (SOW). In any case of apparent inconsistency between required services or standards as stated in the terms and conditions of the Contract, the SOW and this PRS, the terms and conditions of the Contract and the SOW will prevail. If any required service or standard seems to be created in this PRS which is not clearly forthrightly set forth in the terms and conditions of the Contract or in the SOW, that apparent required service or standard will be null and void and place no requirement on the Contractor and will not be the basis of the assignment of any unsatisfactory performance.

Because the provision of child care services for DPSS participants is critical to the mission of DPSS, the County expects a high standard of performance

by the Contractor. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the CCA by the Contractor before the AQL should occur. However, it is the Contractor's responsibility to provide the services set forth in the SOW and summarized in this PRS and monitor them as described in Subsection 7.2.1, Quality Control Plan.

9.2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

The PRS chart in Exhibit A-1 displays the minimum services of the SOW that the County will monitor during the term of this contract. County will also monitor other contract provisions that are not outlined in the PRS chart.

In summary, the PRS chart outlines the following:

9.2.1 Required Service: The contract requirements and performance measures considered most critical to acceptable contract performance.

9.2.2 Standard Performance: The standard level of service the Contractor is to perform for each required service and performance measure.

9.2.3 Monitoring Methods: The monitoring methods the County will use to evaluate the Contractor's performance in meeting the contract requirements.

9.2.4 Acceptable Quality Level (AQL): Maximum degree of deviation from the standard performance before the County can invoke liquidated damages.

9.2.5 Deduction for Exceeding AQL: The liquidated damages which can be deducted from the contract payment for unacceptable performance that exceeds the AQL as outlined in Subsection 9.10, Determination of Financial Assessments.

9.3 QUALITY ASSURANCE

The County will monitor Contractor's performance no less than annually using a County Quality Assurance Monitoring Plan (QAMP). The County may monitor quarterly and more frequently if needed due to performance issues. The County may use a variety of monitoring methods to evaluate the Contractor's performance. The methods of monitoring that may be used are (but are not limited to):

9.3.1 Random sampling in which County has the option to select a case sample size for monitoring the Contractor's performance based on the number of child care transactions occurring during the monitoring period.

9.3.2 Random inspections of files, reports, and invoices submitted to County and those maintained by the Contractor.

9.3.3 On-site evaluations.

9.3.4 Interviews/surveys with participants and providers.

9.3.5 Review of complaints.

These examples of monitoring techniques are illustrations only and do not preclude the use of other measurements (i.e., review for proper invoicing by Contractor).

9.4 MONITORING

Contractor shall fully cooperate with County to complete monitoring. Contractor's failure to provide case files and all appropriate documents at the time of monitoring may result in an error.

9.4.1 County's Notification to Contractor: County shall notify Contractor at the start of the monitoring period of the scheduled dates the County will conduct on-site monitoring.

9.4.2 County's Selection of Cases for Review: Within four (4) business days prior to on-site monitoring, County shall provide Contractor a list of cases to be reviewed.

9.4.3 Contractor's Receipt List of Case for Review: Upon receipt of the list of cases to be reviewed, Contractor shall prepare and make available all of the case files by the date monitoring is to begin. The case files shall include but not be limited to the following:

- a. All case documents with documentation and up-to-date case notes;
- b. Notices of Action and Provider Notifications,
- c. GEARS and/or LRS screen printouts, as specified in Subsection 8.5.1, including reimbursement information for reimbursements made on cases selected for a monitoring review.
- d. Copies of PPRs.

9.5 NOTICES OF AND RESPONSE TO COUNTY REVIEW FINDINGS

Upon completion of the monitoring reviews, Contractor and County shall take the following actions:

- 9.5.1 County shall provide Contractor a notice of the findings within five (5) business days, to include Contract Discrepancy Report [CDR] (Exhibit A-2) when errors are found.
- 9.5.2 Contractor shall have ten (10) business days to respond to the findings, in writing, including any CDRs issued. The ten (10) business days will begin upon receipt of the findings by Contractor. The CDR will require the Contractor to explain in writing the reasons for unacceptable performance and how performance will be returned to an acceptable level and how recurrence of the problem will be prevented.
- 9.5.3 County shall review the Contractor's response and issue a final written response including errors that were sustained, within 15 business days.
- 9.5.4 Contractor shall provide a Corrective Action Plan (CAP) in ten (10) business days, as outlined in Subsection 9.8 below.
- 9.5.5 County shall have ten (10) business days to respond to Contractor's CAP.

9.6 CONTRACT DISCREPANCY REPORT (CDR)

- 9.6.1 County shall issue a CDR at any time during the contract term whenever it is discovered that Contractor has not adhered to a contract provision.
- 9.6.2 Contractor shall respond within ten (10) business days to a CDR. Contractor shall return the CDR with a written explanation, on the CDR and using additional pages, if necessary, of the reasons for not meeting contract requirements and provide a CAP (Exhibit A-12).
- 9.6.3 If Contractor's response is not acceptable to County, County shall have the option to provide Contractor another opportunity to respond, or to assess a financial deduction.

9.7 REMEDY OF DEFECTS

- 9.7.1 Regardless of findings of errors exceeding the AQL or other unsatisfactory performance, Contractor must, within a reasonable time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

9.7.2 When errors are detected, the CDR shall cite the reason for the error, indicate the violated contract section as referenced on the PRS, and indicate the timeframe for correcting the errors.

9.7.3 Contractor shall review the errors cited, provide proof of corrective measures taken and provide attached supporting documentation by the due date specified

9.8 CORRECTIVE ACTION PLAN (CAP)

When Contractor's performance falls below the AQL listed in the PRS, Contractor shall provide County with a CAP, Exhibit A-12.

The CAP shall include a description of what actions Contractor has taken, or will take, to meet contract requirement(s), how recurrence of the problem will be prevented, and proof of the corrective action taken (if corrective action was already completed). For any corrective action to be taken, Contractor shall provide a date as to when corrective action will be completed.

9.9 OUTCOME MEASURES

The Contractor shall meet the following Outcome Measures:

9.9.1 Case approvals and provider reimbursements shall be processed accurately and timely for 85% of Stage 1 Child Care cases.

9.9.2 92.5% of enhanced referrals shall be processed within three (3) business days.

9.9.3 Case transfers shall be processed accurately and timely for 85% of participants no longer eligible to Stage 1 Child Care.

9.10 DETERMINATION OF FINANCIAL DEDUCTIONS

9.10.1 When performance of a service is unacceptable as determined by County and the unacceptable performance was not caused by County, Contractor shall be assessed a financial deduction (liquidated damages) for a monitoring period where the Contractor's errors have exceeded the AQL, as follows:

9.10.1.1 For Approval/Reimbursement Cases – Contractor shall be assessed a financial deduction of 0.5% of O/A paid to the Contractor for O/A expenses for the period monitored when more than 15% of cases have timeliness or accuracy errors for case approvals or provider reimbursements.

- 9.10.1.2 For Cases With Enhanced Referrals – Contractor shall be assessed a financial deduction of the per-case rate from the O/A invoiced amount for each case with untimely enhanced Stage 1 Child Care referrals.
- 9.10.1.3 For Transfer Cases to Stage 2 or 3 – Contractor shall be assessed a financial deduction of \$200 for each case over the AQL no longer eligible to Stage 1 Child Care, not transferred to Stage 2 or 3, per review period.
- 9.10.1.4 For Maintain Required Hours of Operation – Contractor shall be assessed a financial deduction of \$500 per occurrence when office hours are not maintained in compliance with the Contract.

9.11 ROLE OF CHILD CARE ALLIANCE OF LOS ANGELES

The Stage 1 Child Care (S1CC) Contractors established an operational agreement with the Child Care Alliance of Los Angeles (CCALA) to enhance communication and collaboration with the Department as follows:

- 9.11.1 The Department will copy CCALA on written communications (including correspondence and email) sent to all S1CC Contractors regarding requests and concerns relative to CalWORKs child care impacting all S1CC Contractors.
- 9.11.2 CCALA may provide input in response to such Departmental communications.
- 9.11.3 CCALA will continue to submit monthly reports on behalf of the S1CC Contractors' data for the CW 115 and CW 115A reports.
- 9.11.4 These operational practices do not affect any terms or conditions of the S1CC contracts between the County of Los Angeles and the S1CC Contractors.

**STAGE 1 CHILD CARE SERVICES CONTRACT
PERFORMANCE REQUIREMENTS SUMMARY CHART**

Service Category	Required Service (a)	Standard of Performance (b)	Monitoring Methods (c)	Acceptable Quality Level (AQL) (d)	Action Required and Deductions for Exceeding AQL (e)
1.	Approval - Process Child Care Request Statement of Work, Subsection 8.4	<p><u>Timeliness Standards:</u> Contractor completes all tasks to approve S1CC services within thirty (30) calendar days from the child care request update date captured on the GEARS MCCR screen, unless an extension is granted per Subparagraph 8.4.3.4.e or there is a County-caused delay per Paragraph 8.4.3.11 AND within four (4) business days of Contractor's receipt of a completed ST1-05 and verification of all required documents and provider is met, Contractor takes the appropriate action to approve child care services. The Child Care Approval NOA (ST1-12) to participant and CalWORKs S1CC Provider Notification (ST1-06) to provider are completed timely. (Reference: Subparagraphs 8.4.3.10.b)</p> <p><u>Accuracy Standards:</u> Contractor makes eligibility determinations to S1CC services accurately by obtaining the required participant and provider documents from the participant and/or provider during the initial determination process. The Child Care Approval NOA (ST1-12) to participant and CalWORKs S1CC Provider Notification (ST1-06) to provider are completed accurately. (Reference: Subsections 8.4.1 through 8.4.3)</p>	Case Reviews	85% of all cases sampled.	<p>Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed. County will also assess fiscal deductions as follows:</p> <ul style="list-style-type: none"> 0.5% of O/A paid to Contractor for the time period monitored (e.g. quarter) will be deducted from Contractor's invoice for exceeding the AQL.

**STAGE 1 CHILD CARE SERVICES CONTRACT
PERFORMANCE REQUIREMENTS SUMMARY CHART**

2.	<p>Reimbursement - Process Provider Reimbursements</p> <p>Statement of Work, Subsection 8.6</p>	<p><u>Timeliness Standards:</u> Contractor* authorizes and issues reimbursements to providers within ten (10) business days from the date the Contractor receives a complete and correct PPR. If reimbursement is being garnished, Contractor authorizes and issues the provider reimbursement within fourteen (14) calendar days from the date the Contractor receives a complete and correct PPR.</p> <p>*City of Norwalk and PUSD authorize and issue reimbursements to providers within fifteen (15) business days from the date they receive a complete and correct PPR. If reimbursement is being garnished, City of Norwalk and PUSD authorizes and issues the provider reimbursement within nineteen (19) calendar days from the date a complete and correct PPR is received. (Reference: Subsections 8.6.5).</p> <p>Contractor enters the required provider reimbursement data into the electronic data transfer system at least once per week; reimbursement data must be entered into the electronic data transfer system no later than the last business day of the week following the week in which the corresponding reimbursement was issued. (Reference: Paragraph 8.6.2.a).</p> <p><u>Accuracy Standards:</u> Contractor reimburses provider accurately according</p>	Case Reviews	85% of all cases sampled.	<p>Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed. County will also assess fiscal deductions as follows:</p> <ul style="list-style-type: none"> 0.5% of O/A paid to Contractor for the time period monitored (e.g. quarter) will be deducted from Contractor's invoice for exceeding the AQL.
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**STAGE 1 CHILD CARE SERVICES CONTRACT
PERFORMANCE REQUIREMENTS SUMMARY CHART**

		<p>to: California Code of Regulations governing reimbursements under the RMR system of child care reimbursements; CDSS issued ACLs provided to Contractor by County; County Administrative Directives; GAIN Policy, Provider Payment Rules provided by DPSS Child Care Program (CCP) or as otherwise instructed by CCP staff. (Referenced in Paragraph 8.6.7).</p>			
<p>3.</p>	<p>Process Enhanced Referrals Statement of Work, Subsection 8.4</p>	<p><u>Timeliness Standards:</u> Upon Contractor being alerted by the County or a participant of the following: 1) that the participant is in a WtW activity or employed or that a WtW activity or employment will begin within ten (10) calendar days; and 2) that the participant does not have a child care provider; and 3) that the participant needs referrals for licensed child care, Resource and Referral contractors provide participants with at least four (4) referrals for licensed child care, with confirmed available open space, which meet the need of a participant's child and family. The Contractor provides the referral(s) within three (3) business days of the participant's or County's request. (Referenced in Paragraph 8.4.3.3).</p>	<p>Case Reviews</p>	<p>92.5% of all cases sampled.</p>	<p>Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed. County will deduct a financial deduction equal to the per-case rate from the O/A invoiced amount for each case over the AQL with untimely enhanced referrals.</p>
<p>4.</p>	<p>Process Transfer From Stage 1 Child Care to Stage 2 or Stage 3</p>	<p>Performance Measure: Contractor transfers 100% of participants no longer eligible to Stage 1 Child Care to Stage 2 or Stage 3, as appropriate, consistent with CDE and CalWORKs rules and regulations. All case</p>	<p>Case Reviews</p>	<p>85% of all cases sampled.</p>	<p>Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed.</p>

**STAGE 1 CHILD CARE SERVICES CONTRACT
PERFORMANCE REQUIREMENTS SUMMARY CHART**

	Statement of Work, Section 8.5	transfers shall be processed accurately and timely. (Referenced in Subsection 8.5.13).			County will also deduct \$200 from the Contractor's O/A invoiced amount for each case over the AQL not transferred due to no longer being eligible to Stage 1 Child Care per review period.
5.	Customer Satisfaction	<u>Performance Measure:</u> Contractor provides Satisfactory or better service to participants and providers 90% of the time, as shown by results to Customer Satisfaction Survey.	Customer Satisfaction Surveys to participants and providers.	90%	Contractor shall develop a formal corrective action plan for not providing Satisfactory or better services to providers 90% of the time per review period.
6.	Maintain Required Hours of Operations Statement of Work, Section 5.0	<u>Administrative Standard:</u> Contractor maintains office hours as outlined in Subsections 5.1 through 5.7.	Site visits and complaints.	100%	Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed. County will also assess a financial deduction of \$500 per occurrence from the Contractor's O/A invoiced amount when office hours are not maintained in compliance with the contract.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared/Sent to Contractor: _____

Returned by Contractor: _____

Corrective Action Completed: _____

DISCREPANCY OR PROBLEM:

Signature of CCA

Report Date: ___/___/___

Return Due Date: ___/___/___

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contract Manager

Response Date: ___/___/___

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Acceptable: [] YES [] NO

If **NOT** acceptable, reason: _____

COUNTY'S ACTION: _____

CONTRACTOR NOTIFICATION DATE: : ___/___/___

Return Due Date: ___/___/___

Signature of CCA

CONTRACTOR'S AFFIRMATION

Signature of Contract Manager

Response Date: ___/___/___

**SAMPLE SIZE CHART FOR RANDOM SAMPLING AND AQL
FOR CHILD CARE REQUESTS AND PROVIDER PAYMENTS, CASE TRANSFERS, AND ENHANCED REFERRALS**

	Small Agency	Medium Agency	Large Agency
Monthly average number of authorized cases	249 or less	250-999	1,000 or more
Compliance with monitoring standards and sample size (AQL)	Combined: 1. Child Care Requests 2. Provider Payments	85%	85%
	3. Transfers	85%	85%
	4. Enhanced Referrals	92.5%	92.5%
	Combined: 1. Child Care Requests 2. Provider Payments	15 cases	18 cases
Number of Cases Reviewed Quarterly	3. Transfers	15 cases or 50% of all transfers in sample, whichever is smaller	27 cases
	4. Enhanced Referrals	15 cases or 50% of all enhanced referrals given in sample, whichever is smaller	27 cases or 50% of all enhanced referrals given in sample, whichever is smaller
* Quarterly review cases will be based on the size of agency.			
* Fiscal deductions will be assessed for cases with errors above the AQL			
* The Fiscal deduction for 1 and 2 will be 0.5% of O/A paid to Contractor for the time period monitored.			
* The Fiscal deduction for 3 will be \$200 for each case over the AQL.			
* The Fiscal deduction for 4 will be \$170 for each case over the AQL.			
* AQL and Fiscal deductions for other requirements in the PRS are not impacted by this proposal.			

STAGE 1 CHILD CARE CONTRACT

ALLOCATED CO-LOCATED STAFF

AND

**CO-LOCATED AND SWIFT COMMUNICATION STAFF
WORK HOURS AND LOCATIONS**

AND

LANGUAGE AVAILABILITY CHARTS

ALLOCATED CO-LOCATED STAFF			
Agency	Staff	Agency	Staff
Norwalk	0	IILA	0
Connections	0	MAOF	*3
CCRC	*7	Options	*3
Crystal Stairs	**13	Pathways	0
Drew	0	PUSD	2

* Includes 1 Floater Staff, as specified in Paragraph 8.3.1.b.

** Includes 2 Floater Staff.

STAGE 1 CHILD CARE CONTRACT

CO-LOCATED DPSS WORK LOCATIONS

DPSS DISTRICT	PRIMARY SERVICING AGENCY/STAFF		BILINGUAL REQUIREMENTS	DAYS	HOURS*
#17 Florence 1740 E. Gage Avenue Los Angeles 90001	Crystal Stairs	1	English/Spanish	M-F	8:30 a.m. - 5:30 p.m.
#34 Lancaster 349-B E. Avenue K-6 Lancaster 93535 GAIN REGION II - Antelope Valley Sub-Office 349 C East Ave., K-6 Lancaster 93535	CCRC	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION I 5200 W. Century Blvd. Los Angeles 90045	Crystal Stairs	2	English/Spanish	M-F	8:30 a.m. - 5:30 p.m.
GAIN REGION II 21415 Plummer Street Chatsworth 91311	CCRC	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
#82 West Valley 21415 Plummer Street Chatsworth, 91311					
GAIN REGION II Palmdale Sub-Office 1050 E. Palmdale Blvd. Palmdale 93350	CCRC	2	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.

STAGE 1 CHILD CARE CONTRACT

CO-LOCATED DPSS WORK LOCATIONS

DPSS DISTRICT	PRIMARY SERVICING AGENCY/STAFF		BILINGUAL REQUIREMENTS	DAYS	HOURS*
GAIN REGION III 3216 N. Rosemead Blvd. El Monte 91731	Options	2	English/Spanish English/Vietnamese	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION III Pomona Sub-Office 2255 N. Garey Avenue Pomona 91767	Pomona	2	English/Spanish	M-F	8:00 a.m.- 5:00 p.m.
GAIN REGION IV Exposition Park 3965 S. Vermont Avenue Los Angeles 90037	Crystal Stairs	3	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION V 2959 Victoria Street Rancho Dominguez 90221	Crystal Stairs	5	English/Spanish English/Vietnamese	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VI 5460 Bandini Blvd. Bell 90201	MAOF	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VI Belvedere Sub-Office 5445 E. Whittier Blvd. Los Angeles 90022	MAOF	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VII 3307 N. Glenoaks Blvd. Burbank 91504	CCRC	2	English/Armenian	M-F	8:00 a.m. - 5:00 p.m.

*Assigned hours may vary as directed by DPSS Office Head.

STAGE 1 CHILD CARE CONTRACT

WEEKLY VISITS - DPSS WORK LOCATIONS

DPSS DISTRICT	PRIMARY VISITING AGENCY
#02 Glendale 4680 San Fernando Road Glendale 91204	CCRC
#03 Pasadena 955 N. Lake Avenue Pasadena 91104	Options
#04 El Monte 3350 Aerojet Avenue El Monte 91731	Options
#06 Cudahy 8130 S. Atlantic Avenue Cudahy 90201	MAOF
West Los Angeles #09 11390 W. Olympic blvd. Los Angeles 90064	Crystal Stairs
#11 East Valley 14545 Lanark Street Panorama City 91402	CCRC
#12 Exposition Park 3833 S. Vermont Avenue Los Angeles 90037	Crystal Stairs
#13 Metro Family 2615 S. Grand Avenue Los Angeles 90007	Crystal Stairs
#15 Metro East 2855 E. Olympic Boulevard Los Angeles 90023	MAOF

STAGE 1 CHILD CARE CONTRACT

WEEKLY VISITS - DPSS WORK LOCATIONS

DPSS DISTRICT	PRIMARY VISITING AGENCY
#20 San Gabriel 3352 Aerojet Avenue El Monte 91731	Options
#26 Compton 211 E. Alondra Boulevard Compton 90220	Crystal Stairs
#27 South Central 10728 S. Central Avenue Los Angeles 90059	Crystal Stairs
#31 South Family 17600 "A" S. Santa Fe Avenue Rancho Dominguez 90221	Crystal Stairs
#36 Pomona 2040 W. Holt Avenue Pomona 91768	Pomona USD
#38 Metro North 2601 W. Wilshire Boulevard Los Angeles 90057	MAOF
#40 Norwalk 12727 Norwalk Boulevard Norwalk 90650	Crystal Stairs
#51 Santa Clarita 27233 Camp Plenty Road Canyon Country 91351	CCRC
#62 Paramount 2961 East Victoria Rancho Dominguez 90221	Crystal Stairs
#66 Lincoln Heights 4077 N. Mission Road Los Angeles 90032	MAOF
#83 Southwest Family 8300 S. Vermont Avenue Los Angeles 90044	Crystal Stairs

STAGE 1 CHILD CARE CONTRACT

**CO-LOCATED STAFF
WEEKLY MONDAY VISITS – ORIENTATION JOB CLUB**

OJC SITE	SERVICING AGENCY	LANGUAGE REQUIREMENTS AND SCHEDULES *
West County GAIN Office (Airport) Region I 5200 West Century Boulevard Los Angeles 90045	Crystal Stairs	English – every week Spanish – every other week All Non-English, Non-Spanish – Every two months
Chatsworth GAIN Office Region II 21415 Plummer Street Chatsworth 91311	CCRC	English – every week Spanish – every other week
Lancaster LACOE Job Club Site Region II 1817 West Avenue K, Suite #309 Lancaster 93534	CCRC	English – every other week
Palmdale GAIN Sub-Office Region II 1050 East Palmdale Boulevard, Suite 207B Palmdale 93550	CCRC	English – every other week Spanish – every other week
Santa Clarita LACOE Job Club Site Region II 20730 Soledad Street Santa Clarita 91351	CCRC	English – every three weeks
EI Monte LACOE Job Club Site Region III 10656 Valley Boulevard EI Monte 91731	Options	English – every other week Spanish – every other week All Non-English, Non-Spanish – Every two months

STAGE 1 CHILD CARE CONTRACT

**CO-LOCATED STAFF
WEEKLY MONDAY VISITS – ORIENTATION JOB CLUB**

OJC SITE	SERVICING AGENCY	LANGUAGE REQUIREMENTS AND SCHEDULES *
Pomona LACOE Job Club Site Region III 2249 North Garey Avenue Pomona 92767	PUSD	English – every week Spanish – every other week
San Gabriel Valley GAIN Office Region III 3216 Rosemead Boulevard El Monte 91731	Options	English – every other week
Downtown LACOE Job Club Site Region IV 1625 West Olympic Boulevard, Suite 900 Los Angeles 90015	Crystal Stairs	English – every week Spanish – every other week All Non-English, Non-Spanish – Every two months
Carson LACOE Job Club Site Region V 1299 E. Artesia Boulevard, Ste.130 Carson 90746	Crystal Stairs	English – every week Spanish – every other week All Non-English, Non-Spanish – Every two months
Downey LACOE Job Club Site Region VI 9525 Imperial Highway Downey 90242	MAOF	English – every week Spanish – every other week All Non-English, Non-Spanish – Every two months

STAGE 1 CHILD CARE CONTRACT

**CO-LOCATED STAFF
WEEKLY MONDAY VISITS – ORIENTATION JOB CLUB**

OJC SITE	SERVICING AGENCY	LANGUAGE REQUIREMENTS AND SCHEDULES *
<p>East Los Angeles LACOE Job Club Site Region VI</p> <p>5400 Olympic Boulevard, Suite 245 Los Angeles 90022</p>	<p>MAOF</p>	<p>English – every week Spanish – every other week</p>
<p>Burbank/North Hollywood GAIN Office Region VII</p> <p>6736 Laurel Canyon Boulevard, Suite 300 North Hollywood 91606</p>	<p>CCRC</p>	<p>English – every week Spanish – every other week</p> <p>REP – every week</p> <p>All Non-English, Non-Spanish – Every two months</p>

* Schedules are subject to change.

STAGE 1 CHILD CARE CONTRACT

**REFUGEE SERVICES PROVIDERS FOR REP PROGRAM
FOR SWIFT COMMUNICATION**

REFUGEE EMPLOYMENT PROGRAM CONTRACTORS	PRIMARY VISITING AGENCY
<p>Armenian Relief Society 517 West Glenoaks Boulevard Glendale, CA 91202</p> <p>Armenian Relief Society (ARS) 740 E. Washington Blvd. Pasadena, CA 91104</p> <p>Service Area 4</p>	<p>CCRC</p> <p>Options</p>
<p>Catholic Charities of Los Angeles (CCLA) 4322 San Fernando Road Glendale, CA 91205</p> <p>Catholic Charities of Los Angeles 21600 Hart Street Canoga Park, CA 91303</p> <p>Service Area 1</p>	<p>CCRC</p> <p>CCRC</p>
<p>Community Enhancement Services (CES) 401 South Glenoaks Blvd., Suite #211 Burbank, CA 91502</p> <p>Community Enhancement Services 218 S. Brand Blvd. San Fernando, CA 91340</p> <p>Service Area 2</p>	<p>CCRC</p> <p>CCRC</p>

<p>Episcopal Diocese of Los Angeles (EDLA) 3624 Brunswick Avenue Los Angeles, CA 90039</p> <p>Episcopal Diocese of Los Angeles 2563 Foothill Blvd. La Crescenta, CA 91214</p> <p>Service Area 3</p>	<p>Pathways</p> <p>CCRC</p>
<p>Jewish Vocational Service (JVS) 6505 Wilshire Boulevard, Suite 200 Los Angeles, CA 90048</p> <p>Jewish Vocational Service 301 E. Glenoaks Blvd., Suite #2 Glendale, CA 91207</p> <p>Jewish Vocational Service 15130 Ventura Blvd., Suite #314 Sherman Oaks, CA 91403</p> <p>Service Area 5</p>	<p>Pathways</p> <p>CCRC</p> <p>CCRC</p>

Refugee Service Providers are subject to change.

STAGE 1 CHILD CARE CONTRACT

CONTRACTOR MAIN OFFICE LANGUAGE AVAILABILITY:

Each CONTRACTOR shall maintain the following language capabilities at its main office for this Contract, including telephone access, as specified below. English and Spanish availability is required during all public access hours, as specified in the Statement of Work, Sections 5.1 and 5.2. Other language capabilities listed below are required from 8:00 a.m. to 5:00 p.m., Monday through Friday. See Subsection 7.4 for additional requirements for services to Non-English/Limited English speaking participants.

CCRC

- English
- Spanish
- Armenian

Pathways

- English
- Spanish
- Korean
- Armenian

MAOF

- English
- Spanish

Connections

- English
- Spanish

Crystal Stairs

- English
- Spanish
- Cambodian

Options

- English
- Spanish
- Vietnamese
- Cantonese
- Mandarin

City of Norwalk

- English
- Spanish

Pomona USD

- English
- Spanish

Drew CDC

- English
- Spanish

International Institute of Los Angeles

- English
- Spanish

**STAGE 1 CHILD CARE CONTRACT
MONTHLY MANAGEMENT REPORT**

Agency Name: _____ Contract Number: _____

Report Month/Year: _____ Date: _____

I. CASELOAD/CHILDREN ACTIVITY IN THE REPORT MONTH

A. CASES:

1.	Number of cases approved ¹	
2.	Number of cases denied ²	
3.	Number of cases terminated ³	
4.	Number of cases transferred to Stage 2 Child Care ⁴	
5.	Number of cases off-aid receiving Stage 1 In-Home Care Services because waiver requirement was met ⁵	

B. CHILDREN:

1.	Number of children approved ¹	
2.	Number of children terminated ³	
3.	Number of children transferred to Stage 2 Child Care ⁴	
4.	Number of children off-aid receiving Stage 1 In-Home Care Services because waiver requirement was met ⁵	

C. NUMBER OF ELIGIBLE CHILDREN BY AGE NOT RECEIVING S1CC SERVICES⁶:

Age Groups	Under 1	1	2	3-4	5-10	11-12	13-18	TOTAL
-- No Provider								
-- Non-Traditional Work Hrs.								
-- No Funding Available								
-- No Transportation								
-- Other								

Comments:

¹ Number of cases/children newly approved in the report month irrespective of the request date.

² Number of cases/children denied in the report month irrespective of the request date.

³ Number of cases/children previously authorized that were terminated in the report month. Do not include cases that were transferred.

⁴ Number of cases/children that were successfully transferred to Stage 2 Child Care.

⁵ Number of cases/children no longer receiving CalWORKs cash-aid that were not transferred to Stage 2 because they had a medical waiver on file.

⁶ Number of children that should have received Stage 1 Child Care services but did not due to the reasons stated on the chart. If any value appears on the chart, provide more details under the comments section.

**STAGE 1 CHILD CARE CONTRACT
MONTHLY MANAGEMENT REPORT**

Agency Name: _____ Contract Number: _____

Report Month/Year: _____ Date: _____

II. MONTHLY TRUSTLINE REPORT

A. REFERRALS:

1.	Number of new TrustLine referrals made in the report month	
----	--	--

B. DISPOSITIONS:

1.	Number of referrals approved (cleared/registered)	
2.	Number of referrals denied	
3.	Number of referrals revoked	
4.	Number of referrals that were closed	
5.	Number of referrals that remain pending	

INSTRUCTIONS FOR COMPLETING THE REPORT

- Completion of the Monthly TrustLine Report is applicable to Resource and Referral/Alternative Payment Program (R&R/APP) Agencies only.
- Do not leave any spaces blank. Enter zero (0) if the response is none.
- Do not include the Number of new TrustLine Referrals (A1) in the Pending count (B5).
- You may complete the report in Excel. Contact the Child Care Program Section's TrustLine liaison to request the Excel file.
- Complete the *TrustLine Report Tracking Sheet*. Note: the number reported on the *TrustLine Report* should equal the number of cases listed on the *Tracking Sheet*.
- The number of referrals that are pending disposition should include those that are pending from previous months. Likewise, the Tracking Sheet should be an accumulation of all TrustLine referrals.

Comments:

Name of person completing the TrustLine report (print)

Email address and phone number

STAGE 1 CHILD CARE CONTRACT
TRUSTLINE REPORT TRACKING SHEET

REPORTING AGENCY: _____
 REPORT MONTH: _____ YEAR: _____ STAFF PERSON COMPLETING REPORT: _____ DATE UPDATED: _____

	Case name		Case number	Date referral was sent to CDSS	Date of the final disposition (leave blank if pending)	New referral in the report month?		Dispositions				Referrals that remain pending (mark with an x)	Number of calendar days pending
	Last Name	First Name				Yes	No	Approved	Denied	Revoked	Closed		
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													
11.													
12.													
13.													
Total Number:													

Note: The Total Number reported on the last row of the Tracking Sheet must equal the number reported on the TrustLine Report. Refer the TrustLine Report for further instructions.

**STAGE 1 CHILD CARE CONTRACT
MONTHLY MANAGEMENT REPORT**

III. FULL TIME EQUIVALENT STAFFING REPORT

- A. Total current full-time equivalent positions assigned to this Contract: _____
- B. Current full-time equivalent employees assigned to this Contract: _____
- C. Current full-time equivalent positions temporarily vacant for which new staff is being recruited (attach to the MMR verification of efforts made to fill vacancies. Also, list names of the former employees who filled those vacant positions, and the vacant position): _____
- D. Number of Contractor employees paid by Contract funds: _____

IV. FAMILY FEES FOR FORMER CALWORKS PARTICIPANTS WITH AN APPROVED WAIVER ON FILE

A. Collection Option

Indicate your current Family Fee collection option (Check 1. Or 2.)

- 1. Contractor collects Family Fee from Participant (Contract Option A) _____
- 2. Participant pays Family Fee directly to the Provider (Contract Option B) _____

B. Current Report Month (Both Contract Option A & B are to report the following):
If #2 (Contract Option B) in Section A was selected, enter zero in #4 and #5 in Section B

- 1. Number of all cases assessed a Family Fee: _____
- 2. Number of cases assessed a Retroactive Family Fee: _____
- 3. Amount of all Family Fees assessed: _____
- 4. Number of cases where Family Fee was collected: _____
- 5. Amount of all Family Fees collected: _____

V. CONTRACTOR ROSTER (Attach an updated roster of all staff assigned to S1CC along with organizational chart and a listing of all child care facilities.)

**STAGE 1 CHILD CARE CONTRACT
MONTHLY MANAGEMENT REPORT**

Check if no data
is being reported
for the report
month

VI. GEARS/LRS PROBLEM REPORTING LOG (Exhibit A-6) _____

VII. MONTHLY COMPLAINT LOG (Exhibit A-7) _____

VIII. APPEALS AND STATE HEARINGS (ASH) (Exhibit A-8) _____

IX. FRAUD REFERRALS (Exhibit A-9) _____

X. OUTREACH ACTIVITIES

A. Types of outreach activities:

B. Total cost for outreach activities _____

PLEASE SUBMIT ALL COMPLETED EXHIBITS WITH THE MONTHLY MANAGEMENT REPORT, UNLESS NO ACTIVITY WAS REPORTED FOR A CATEGORY IN THE REPORT MONTH (AND IT IS CHECK MARKED ABOVE).

PERSON COMPLETING REPORT: _____ Date _____

REVIEWED BY: _____ Date _____

STAGE 1 CHILD CARE CONTRACT
GEARS/LRS PROBLEM LOG

REPORTING AGENCY: _____

REPORT MONTH: _____ YEAR: _____ STAFF PERSON COMPLETING REPORT: _____ DATE COMPLETED: _____

Date of problem	GEARS / LRS problem		Time down am/pm	Time up am/pm	Total down time Hrs/min	Reported to CMD? Yes/No	Description of problem and impact on operations
	System down	Slow response time					

STAGE 1 CHILD CARE CONTRACT

MONTHLY COMPLAINT LOG

REPORTING AGENCY: _____

REPORT MONTH: _____ YEAR: _____ STAFF PERSON COMPLETING REPORT: _____ DATE COMPLETED: _____

Date	Time Of Call	Complainant's Name	Provider I.D. No.	Preferred Language	Explain Problem	Resolution	Staff Person	Time Spent
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							

STAGE 1 CHILD CARE CONTRACT
APPEALS AND STATE HEARINGS (ASH)

REPORTING AGENCY: _____

REPORT MONTH: _____ YEAR: _____ STAFF PERSON COMPLETING REPORT: _____ DATE UPDATED: _____

Case name	Case number	State hearing decision (mark with an x)	Correction memo/ASH 411 (mark with an x)	Date of compliance
Total processed in report month:				

STAGE 1 CHILD CARE CONTRACT

FRAUD REFERRALS

REPORTING AGENCY: _____

REPORT MONTH: _____ YEAR: _____ STAFF PERSON COMPLETING REPORT: _____ DATE UPDATED: _____

	Case name	Case number	Date of referral
1.			
2.			
3.			
4.			
5.			

Total number of Fraud Referrals submitted to WFP&I in the report month _____

**CalWORKs CHILD CARE
ZIP CODE LIST OF AREAS SERVED BY
ALTERNATIVE PAYMENT PROGRAM AGENCIES**

1. CHILD CARE RESOURCE CENTER

20001 Prairie Street
Chatsworth, CA 91311

SERVICE AREA BY ZIP CODES

91020, 91040, 91042, 91046, 91200, 91201, 91202, 91203, 91204, 91205,
91206, 91207, 91208, 91209, 91210, 91214, 91301, 91302, 91303, 91304,
91305, 91306, 91307, 91308, 91309, 91310, 91311, 91313, 91316, 91321,
91322, 91323, 91324, 91325, 91326, 91328, 91330, 91331, 91333, 91335,
91340, 91341, 91342, 91343, 91344, 91345, 91346, 91350, 91351, 91352,
91353, 91354, 91355, 91356, 91360, 91361, 91362, 91364, 91365, 91367,
91371, 91376, 91380, 91381, 91383, 91384, 91385, 91386, 91387, 91390
91401, 91402, 91403, 91404, 91405, 91406, 91407, 91408, 91409, 91410,
91411, 91412, 91413, 91416, 91423, 91436, 91501, 91502, 91503, 91504,
91505, 91506, 91507, 91510, 91523, 91601, 91602, 91603, 91604, 91605,
91606, 91607, 91608, 91609, 91615, 91616, 93243, 93510, 93532, 93534,
93535, 93536, 93539, 93543, 93544, 93550, 93551, 93552, 93553, 93563,
93591.

2. CONNECTIONS FOR CHILDREN

2701 Ocean Park Blvd., Suite 253
Santa Monica, CA 90405

SERVICE AREA BY ZIP CODES

90024, 90025, 90034, 90035, 90045, 90049, 90064, 90066, 90067, 90073,
90077, 90080, 90081, 90082, 90083, 90094, 90095, 90230, 90231, 90232
90245, 90254, 90263, 90264, 90265, 90266, 90267, 90272, 90274, 90275,
90277, 90278, 90290, 90291, 90292, 90293, 90294, 90295, 90296, 90401,
90402, 90403, 90404, 90405, 90406, 90501, 90502, 90503, 90504, 90505,
90506, 90507, 90508, 90509, 90510, 90717

3. CRYSTAL STAIRS, INC.

5110 West Goldleaf Circle, Suite 150
Los Angeles, CA 90056

SERVICE AREA BY ZIP CODES

90007, 90008, 90009, 90015, 90016, 90018, 90037, 90043, 90044, 90047, 90056, 90058, 90062, 90220, 90221, 90222, 90247, 90248, 90249, 90250, 90260, 90261, 90301, 90302, 90303, 90304, 90305, 90701, 90703, 90704, 90706, 90707, 90710, 90712, 90713, 90715, 90716, 90731, 90732, 90744, 90745, 90746, 90747, 90801, 90802, 90803, 90804, 90805, 90806, 90807, 90808, 90810, 90813, 90814, 90815, 90822, 90840, 90846.

4. DREW CHILD DEVELOPMENT, INC.

1770 East 118th Street
Los Angeles, CA 90059

SERVICE AREA BY ZIP CODES

90001, 90002, 90003, 90011, 90059, 90061, 90262

5. INTERNATIONAL INSTITUTE OF LOS ANGELES

3845 Selig Place
Los Angeles, CA 90031

SERVICE AREA BY ZIP CODES

90031, 90033, 91755.

6. MEXICAN AMERICAN OPPORTUNITY FOUNDATION

401 North Garfield Avenue
Montebello, CA 90640

SERVICE AREA BY ZIP CODES

90022, 90023, 90032, 90040, 90063, 90201, 90239, 90240, 90241, 90242, 90255, 90270, 90280, 90640, 90660, 90670, 90723, 91754.

7. CITY OF NORWALK

11929 Alondra Boulevard
Norwalk, CA 90650

SERVICE AREA BY ZIP CODES

90650, 90651

8. OPTIONS

13100 Brooks Drive, Suite 200
Baldwin Park, CA 91706

SERVICE AREA BY ZIP CODES

90601, 90602, 90603, 90604, 90605, 90606, 90607, 90608, 90631, 90638, 90639, 91001, 91006, 91007, 91010, 91011, 91016, 91024, 91030, 91101, 91103, 91104, 91105, 91106, 91107, 91108, 91124, 91125, 91126, 91702, 91706, 91731, 91732, 91733, 91770, 91775, 91776, 91780, 91801, 91803.

9. PATHWAYS

3550 West 6th Street, Suite 500
Los Angeles, CA 90020

SERVICE AREA BY ZIP CODES

90004, 90005, 90006, 90010, 90012, 90013, 90014, 90017, 90019, 90020,
90021, 90026, 90027, 90028, 90029, 90036, 90038, 90039, 90041, 90042,
90046, 90048, 90057, 90065, 90068, 90069, 90071, 90210, 90211, 90212.

10. POMONA UNIFIED SCHOOL DISTRICT

1460 East Holt Blvd., Suite 130A
Pomona, CA 91767

SERVICE AREA BY ZIP CODES

91711, 91722, 91723, 91724, 91740, 91744, 91745, 91746, 91747, 91748,
91749, 91750, 91765, 91766, 91767, 91768, 91773, 91789, 91790, 91791,
91792, 91793

COMPLIANCE WITH LAWS, RULES, ORDINANCES AND DIRECTIVES

Applicable federal, State and local laws, rules, regulations, ordinances and directives and all provisions required, but not limited to:

Laws, Rules, Ordinances	Issue Date	Title
All-County Letter No. 84-01	01/03/84	<u>King v. McMahon</u>
All-County Letter No. 97-73	10/29/97	CalWORKs Implementation - Child Care
All-County Letter No. 98-08	2/18/98	Child Care Providers Exempt from Health & Safety Self-Certification Requirements and TrustLine Exemptions
All-County Letter No. 98-46	07/01/98	Publication of CalWORKs Child Care Regulations
All-County Letter No. 99-63	09/07/99	Publication of CalWORKs Child Care Regulations
All-County Letter No. 01-22	03/14/01	Use of Public Recreation Programs for Providing CalWORKs Child Care
All-County Letter No. 05-10	05/24/05	Licensed Child Care Providers Whose License Has Been Placed on a Temporary Suspension Order, Revocation, or Probation
All-County Letter No. 08-04	01/15/08	New Regulations for TrustLine Registry and Requirements for License-Exempt Child Care Providers
All-County Information Notice I-86-80	08/15/80	Translation to new Notice of Action Series
All-County Information Notice I-19-09	03/05/09	Child Care Programs – Internal Revenue Service Inquiries and Determination of Employment Status for Child Care Providers, Federal Employment Taxes, and Employer Responsibilities
All-County Information Notice I-18-10	03/30/10	Revised Child Care Services Notice of Action (NA 832) in the CalWORKs Program
DPSS Administrative Directive 4857	06/30/10	R&R/APP Child Care Case Record and Document Review

COMPLIANCE WITH LAWS, RULES, ORDINANCES AND DIRECTIVES

Laws, Rules, Ordinances	Issue Date	Title
Management Bulletin 14-03	07/01/14	Revised Child Care and Development Fee Schedule
CDSS Regulations, Division 22, Chapter 22-000 (in entirety)		State Hearing - General
CDSS Regulations, Division 10, Section 10-116		Notice of Action
All-County Letters and All-County Information Notices released by CDSS	Various	Various
California Code of Regulations Title 5 (5 CCR)		Various
California Department of Social Services (CDSS) Manual of Policies and Procedures	Various	Various
California Welfare and Institutions Code		
Clean Air Act (Section 306, 42 USC 1857 (h))		
Clean Water Act (Section 508, 33 USC 1368)		
Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)		
GAIN Policy		
Social Security Act		
State Energy and Efficiency Plan Title 24, California Administrative Code)		

* Contractor is required to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives relating to Stage 1 Child Care stated above, those in effect but not listed and any future laws, rules, regulations, ordinances and directives.

**SAMPLE CORRECTIVE ACTION PLAN
 CONTRACTOR'S NAME
 STAGE 1 CHILD CARE CORRECTIVE ACTION PLAN**

REPORT MONTH: _____

REFERENCE NO.	SERVICE	SUMMARY OF ERRORS	CORRECTIVE ACTION PLAN	TARGET COMPLETION DATE	STATUS
1.	PROCESS CHILD CARE REQUEST				
2.	PROCESS PROVIDER REIMBURSEMENTS				
3.	PROCESS ENHANCED REFERRALS				
4.	PROCESS TRANSFERS FROM STAGE 1 CHILD CARE TO STAGE 2 OR STAGE 3				
5.	CUSTOMER SERVICE				
6.	HOURS OF OPERATION				

LRS SCREENS COMPARABLE TO GEARS SCREENS

Examples of LRS screens that may be comparable to GEARS screens include, but are not limited, to the following:

LRS Screens

Child Care Request Search
 Child Care Request Detail
 Child Care Request Status Detail
 Child Care Authorization List
 Child Care Authorization Detail

 Child Care Authorization Payment Detail

 Case Summary
 Resource Data Bank
 Alerts

GEARS Screens

Select Child Care Request (SCCR)
 Maintain Child Care Requests (MCCR)
 Child Care Request Status
 Maintain Alternate Payment Provider (MAOC)
 Maintain Alternate Payment Provider (MAOC/ Maintain
 Child Care Stage 2 (MSTC)
 Maintain Stage 1 Accruals (MSOA) Associated With
 Maintain Alternate Payment Provider (MAOC)/Maintain
 Child Care Stage 2 (MSTC)
 Case Information Inquiry (ICAS)
 Maintain All Stage 1 Child Care Providers (MACC)
 Various GEARS alert screens

EXHIBIT B

CONTRACTOR'S BUDGET

BUDGET SUMMARY

PROJECT NAME:	STAGE 1 CHILD CARE		
CONTRACTOR:			
CONTRACT PERIOD:	July 1, 2015 - June 30, 2018		
CONTACT PERSON:			
TITLE:			
PHONE NUMBER:			
	w	x	y
	FY 15-16	FY 16-17	FY 17-18
			z = w + x + y
			Total
CASE MANAGEMENT			
	a		
CO-LOCATED STAFF			
	b		
OUTREACH ACTIVITY			
	c		
TOTAL			
	d = a + b + c		
Office supplies, EDP equipment, etc. for Co-located staff is included in the case management budget.			

**LINE ITEM BUDGET
CASE MANAGEMENT COST**

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR: _____

FISCAL YEAR¹: FY 15-16

DIRECT COSTS²

		Monthly Cost	12-Month Cost
Administrative Staff (Personnel Schedule A)			
Salaries	a		
Fringe Benefits	b		
Total	c = a + b		
Case Management Staff (Personnel Schedule B)			
Salaries	d		
Fringe Benefits	e		
Total	f = d + e		
Operating Costs			
Computer, Printer & Software ³	g		
Equipment	h		
Maintenance	i		
Mileage (\$0. per mile x estimated mileage) ⁴	j		
Office Supplies	k		
Postage	l		
Printing	m		
Legal Fees	n		
Rent	o		
Utilities	p		
Telephone	q		
Dues & Memberships	r		
Licenses/Permits/Fees	s		
Consultants/Professional fees	t		
Liability & other insurance	u		
Rent/storage	v		
Personnel Advertising	w		
Conferences/Meetings	x		
Staff Training	y		
Total	z = add g thru y		
Total Direct Costs	aa = c + f + z		

INDIRECT COSTS

Indirect Costs ab = rate X (a + d)
 (Indirect Cost Rate X Administrative and Case Management Staff Salaries Only)
 (If the rate is 10% or higher, attach a current approval letter for the Indirect Cost Rate Proposal)

CASE MANAGEMENT COST ac = aa + ab

Footnotes

- ¹ Fiscal year (July 1 through June 30) budget amounts may be prorated to match the actual term of the contract (i.e. effective date).
- ² All costs must be necessary, reasonable, and justifiable. Include only costs that apply to Stage 1 Child Care.
- ³ DPSS prior approval is required for purchase of any Information Technology (IT) equipment. Attach EDP Equipment Schedule and Justification Form.
- ⁴ Contractor will be reimbursed at the County's rate. Excludes driving between home and primary work location.

NUMBER OF MONTHLY PROJECTED TRANSACTIONS ad
NUMBER OF 12-MONTH PROJECTED TRANSACTIONS ae = ad X 12
COST PER CASE COUNT⁶ af = ac / ae

⁵ Includes authorizations, referrals, retroactive authorizations, adjustments.
⁶ A single case is counted more than once for the same accrual month.

**LINE ITEM BUDGET
CASE MANAGEMENT COST**

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR: _____

FISCAL YEAR¹: FY 16-17

DIRECT COSTS²

			Monthly Cost	12-Month Cost
Administrative Staff (Personnel Schedule A)				
Salaries		a		
Fringe Benefits		b		
Total		c = a + b		
Case Management Staff (Personnel Schedule B)				
Salaries		d		
Fringe Benefits		e		
Total		f = d + e		
Operating Costs				
Computer, Printer & Software ³		g		
Equipment		h		
Maintenance		i		
Mileage (\$0. per mile x estimated mileage) ⁴		j		
Office Supplies		k		
Postage		l		
Printing		m		
Legal Fees		n		
Rent		o		
Utilities		p		
Telephone		q		
Dues & Memberships		r		
Licenses/Permits/Fees		s		
Consultants/Professional fees		t		
Liability & other insurance		u		
Rent/storage		v		
Personnel Advertising		w		
Conferences/Meetings		x		
Staff Training		y		
Total		z = add g thru y		
Total Direct Costs		aa = c + f + z		

INDIRECT COSTS

Indirect Costs ab = rate X (a + d)

(Indirect Cost Rate X Administrative and Case Management Staff Salaries Only)

(If the rate is 10% or higher, attach a current approval letter for the Indirect Cost Rate Proposal)

CASE MANAGEMENT COST ac = aa + ab

Footnotes

- ¹ Fiscal year (July 1 through June 30) budget amounts may be prorated to match the actual term of the contract (i.e. effective date).
- ² All costs must be necessary, reasonable, and justifiable. Include only costs that apply to Stage 1 Child Care.
- ³ DPSS prior approval is required for purchase of any Information Technology (IT) equipment. Attach EDP Equipment Schedule and Justification Form.
- ⁴ Contractor will be reimbursed at the County's rate. Excludes driving between home and primary work location.

NUMBER OF MONTHLY PROJECTED TRANSACTIONS ad

NUMBER OF 12-MONTH PROJECTED TRANSACTIONS ae = ad X 12

COST PER CASE COUNT⁶ af = ac / ae

⁵ Includes authorizations, referrals, retroactive authorizations, adjustments.

⁶ A single case is counted more than once for the same accrual month.

**LINE ITEM BUDGET
CASE MANAGEMENT COST**

PROJECT NAME:	STAGE 1 CHILD CARE			
CONTRACTOR:				
FISCAL YEAR¹:	FY 17-18			
DIRECT COSTS²			Monthly Cost	12-Month Cost
Administrative Staff (Personnel Schedule A)				
Salaries	a			
Fringe Benefits	b			
Total	c = a + b			
Case Management Staff (Personnel Schedule B)				
Salaries	d			
Fringe Benefits	e			
Total	f = d + e			
Operating Costs				
Computer, Printer & Software ³	g			
Equipment	h			
Maintenance	i			
Mileage (\$0. per mile x estimated mileage) ⁴	j			
Office Supplies	k			
Postage	l			
Printing	m			
Legal Fees	n			
Rent	o			
Utilities	p			
Telephone	q			
Dues & Memberships	r			
Licenses/Permits/Fees	s			
Consultants/Professional fees	t			
Liability & other insurance	u			
Rent/storage	v			
Personnel Advertising	w			
Conferences/Meetings	x			
Staff Training	y			
Total	z = add g thru y			
Total Direct Costs		aa = c + f + z		
INDIRECT COSTS				
Indirect Costs	ab = rate X (a + d)			
(Indirect Cost Rate X Administrative and Case Management Staff Salaries Only)				
(If the rate is 10% or higher, attach a current approval letter for the Indirect Cost Rate Proposal)				
CASE MANAGEMENT COST		ac = aa + ab		
Footnotes				
¹ Fiscal year (July 1 through June 30) budget amounts may be prorated to match the actual term of the contract (i.e. effective date).				
² All costs must be necessary, reasonable, and justifiable. Include only costs that apply to Stage 1 Child Care.				
³ DPSS prior approval is required for purchase of any Information Technology (IT) equipment. Attach EDP Equipment Schedule and Justification Form.				
⁴ Contractor will be reimbursed at the County's rate. Excludes driving between home and primary work location.				
NUMBER OF MONTHLY PROJECTED TRANSACTIONS		ad		
NUMBER OF 12-MONTH PROJECTED TRANSACTIONS		ae = ad X 12		
COST PER CASE COUNT⁶		af = ac / ae		
⁵ Includes authorizations, referrals, retroactive authorizations, adjustments.				
⁶ A single case is counted more than once for the same accrual month.				

PERSONNEL SCHEDULE FOR ADMINISTRATIVE STAFF

Schedule A, Page 1

CONTRACTOR:		FISCAL YEAR: FY 15-16					
Employee Name ¹	Payroll Title	Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
SUBTOTAL SALARIES							
MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION							
Health Plan ³						From Other Personnel Schedules	12-Month Cost
Dental Plan							
Retirement							
SUI							
Social Security							
Worker's Compensation:							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
Subtotal							
Total # of Positions by Classification							
TOTAL EMPLOYEE BENEFITS						Monthly	12-Month Cost
Footnotes							
1 State expected filling date for a vacant position. Add more schedules if needed.							
2 Contractors must be in compliance with the County's Living Wage Ordinance.							
3 Indicate if Cafeteria Plan.							

PERSONNEL SCHEDULE FOR ADMINISTRATIVE STAFF

Schedule A, Page 2

CONTRACTOR:		FISCAL YEAR: FY 15-16					
Employee Name ¹	Payroll Title	Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
SUBTOTAL SALARIES							
GRAND TOTAL SALARIES (Page 1 Subtotal + Page 2 Subtotal)							
MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION							
Health Plan ³		Executive	Manager	Coord/Sup	Specialist	Clerical	12-Month Cost
Dental Plan							
Retirement							
SUI							
Social Security							
Worker's Compensation							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
Subtotal							
Total # of Positions by Classification							
TOTAL EMPLOYEE BENEFITS							
TOTAL SALARIES AND EMPLOYEE BENEFITS FOR ADMINISTRATIVE STAFF							
						Monthly	12-Month Cost
Footnotes							
¹ State expected filling date for a vacant position. Add more schedules if needed.							
² Contractors must be in compliance with the County's Living Wage Ordinance.							
³ Indicate if Cafeteria Plan.							

PERSONNEL SCHEDULE FOR ADMINISTRATIVE STAFF

Schedule A, Page 1

FISCAL YEAR: FY 16-17

CONTRACTOR:

Employee Name ¹	Payroll Title	Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
SUBTOTAL SALARIES							

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION

Health Plan ³						From Other Personnel Schedules	12-Month Cost
Dental Plan							
Retirement							
SUI							
Social Security							
Worker's Compensation							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
Subtotal							
Total # of Positions by Classification							
TOTAL EMPLOYEE BENEFITS						Monthly	12-Month Cost

Footnotes

- State expected filling date for a vacant position. Add more schedules if needed.
- Contractors must be in compliance with the County's Living Wage Ordinance.
- Indicate if Cafeteria Plan.

PERSONNEL SCHEDULE FOR ADMINISTRATIVE STAFF

Schedule A, Page 2

CONTRACTOR: Child Care Resource Center		FISCAL YEAR: FY 16-17				
Employee Name ¹	Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
SUBTOTAL SALARIES						
GRAND TOTAL SALARIES (Page 1 Subtotal + Page 2 Subtotal)						
MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION						
Health Plan ³		Executive	Manager	Coord/Sup	Specialist	Clerical
Dental Plan						
Retirement						
SUI						
Social Security						
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Subtotal	a					
Total # of Positions by Classification	b					
TOTAL EMPLOYEE BENEFITS	c = a X b					
TOTAL SALARIES AND EMPLOYEE BENEFITS FOR ADMINISTRATIVE STAFF						
					Monthly	12-Month Cost

Footnotes

- State expected filling date for a vacant position. Add more schedules if needed.
- Contractors must be in compliance with the County's Living Wage Ordinance.
- Indicate if Cafeteria Plan.

PERSONNEL SCHEDULE FOR ADMINISTRATIVE STAFF

Schedule A, Page 1

CONTRACTOR:		FISCAL YEAR: FY 17-18					
Employee Name ¹	Payroll Title	Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
SUBTOTAL SALARIES							
MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION							
Health Plan ³							
Dental Plan							
Retirement							
SU							
Social Security							
Worker's Compensation							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
Subtotal							
Total # of Positions by Classification							
TOTAL EMPLOYEE BENEFITS							
						Monthly	12-Month Cost
Footnotes							
1 State expected filling date for a vacant position. Add more schedules if needed.							
2 Contractors must be in compliance with the County's Living Wage Ordinance.							
3 Indicate if Cafeteria Plan.							

PERSONNEL SCHEDULE FOR ADMINISTRATIVE STAFF

Schedule A, Page 2

CONTRACTOR:						FISCAL YEAR: FY 17-18	
Employee Name ¹	Payroll Title	Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
SUBTOTAL SALARIES							
GRAND TOTAL SALARIES (Page 1 Subtotal + Page 2 Subtotal)							
MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION							
Health Plan ³		Executive	Manager	Coord/Sup	Specialist	Clerical	12-Month Cost
Dental Plan							
Retirement							
SUI							
Social Security							
Worker's Compensation							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
Subtotal		a					
Total # of Positions by Classification		b					
TOTAL EMPLOYEE BENEFITS		c = a X b					
TOTAL SALARIES AND EMPLOYEE BENEFITS FOR ADMINISTRATIVE STAFF							
						Monthly	12-Month Cost

Footnotes

- State expected filling date for a vacant position. Add more schedules if needed.
- Contractors must be in compliance with the County's Living Wage Ordinance.
- Indicate if Cafeteria Plan.

PERSONNEL SCHEDULE FOR CASE MANAGEMENT STAFF

Schedule B, Page 1

FISCAL YEAR: FY 15-16

CONTRACTOR:						FISCAL YEAR: FY 15-16	
Employee Name ¹	Payroll Title	Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
SUBTOTAL SALARIES							
MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION							
Health Plan ³							
Dental Plan							
Retirement							
SUI							
Social Security							
Worker's Compensation							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
Subtotal	a						
Total # of Positions by Classific	b						
TOTAL EMPLOYEE BENEFITS	c = a X b						
						Monthly	12-Month Cost
Footnotes							
1 State expected filling date for a vacant position. Add more schedules if needed.							
2 Contractors must be in compliance with the County's Living Wage Ordinance.							
3 Indicate if Cafeteria Plan.							

PERSONNEL SCHEDULE FOR CASE MANAGEMENT STAFF

Schedule B, Page 1

FISCAL YEAR: FY 16-17

CONTRACTOR:								
Employee Name ¹	Payroll Title/Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost		
SUBTOTAL SALARIES								

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION		From Other Personnel Schedules	12-Month Cost
Health Plan ³			
Dental Plan			
Retirement			
SUI			
Social Security			
Worker's Compensation			
Long-Term Disability			
Holidays			
Sick Leave			
Vacation			
Life Insurance			
Fringe Benefits per Classification			
Subtotal	a		
Total # of Positions by Classific	b		
TOTAL EMPLOYEE BENEFITS	c = a X b	Monthly	12-Month Cost

Footnotes

- State expected filling date for a vacant position. Add more schedules if needed.
- Contractors must be in compliance with the County's Living Wage Ordinance.
- Indicate if Cafeteria Plan.

PERSONNEL SCHEDULE FOR CASE MANAGEMENT STAFF

Schedule B, Page 1

FISCAL YEAR: FY 17-18

CONTRACTOR:

Employee Name ¹	Payroll Title/Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
SUBTOTAL SALARIES						

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION			From Other Personnel Schedules	12-Month Cost
Health Plan ³				
Dental Plan				
Retirement				
SUI				
Social Security				
Worker's Compensation				
Long-Term Disability				
Holidays				
Sick Leave				
Vacation				
Life Insurance				
Fringe Benefits per Classification				
Subtotal	a			
Total # of Positions by Classific	b			
TOTAL EMPLOYEE BENEFITS	c = a X b			

Footnotes	
1	State expected filling date for a vacant position. Add more schedules if needed.
2	Contractors must be in compliance with the County's Living Wage Ordinance.
3	Indicate if Cafeteria Plan.

PERSONNEL SCHEDULE FOR CASE MANAGEMENT STAFF

Schedule B, Page 2

CONTRACTOR:		FISCAL YEAR: FY 17-18				
Employee Name ¹	Payroll Title/Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
SUBTOTAL SALARIES						
GRAND TOTAL SALARIES (Page 1 Subtotal + Page 2 Subtotal)						

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION	Executive	Manager	Coord/Sup/Lead	Technician/specialist	Clerical	12-Month Cost
Health Plan ³						
Dental Plan						
Retirement						
SUI						
Social Security						
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Subtotal	a					
Total # of Positions by Classific	b					
TOTAL EMPLOYEE BENEFITS	c = a X b					
					Monthly	12-Month Cost

TOTAL SALARIES AND EMPLOYEE BENEFITS FOR CASE MANAGEMENT STAFF	12-Month Cost
Footnotes	
<ol style="list-style-type: none"> ¹ State expected filling date for a vacant position. Add more schedules if needed. ² Contractors must be in compliance with the County's Living Wage Ordinance. ³ Indicate if Cafeteria Plan. 	

EDP EQUIPMENT SCHEDULE			
PROJECT NAME:	STAGE 1 CHILD CARE		
CONTRACTOR:			
FISCAL YEAR:	FY 16-17		

Description¹	Quantity	Unit Cost²	Total Cost

TOTAL

DPSS Approval or Denial (Circle one)

Name _____ Remark _____
 Signature _____
 Title: _____
 Date: _____

Footnotes

¹ The cost must be reasonable and necessary for proper and efficient performance and administration of the project.
² EDP equipment over \$5,000 per item is not allowed, as it is 100% claimable during a single fiscal year.

EDP EQUIPMENT JUSTIFICATION FORM

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR:

FISCAL YEAR: FY 15-16

Use additional sheets as needed.

EDP EQUIPMENT JUSTIFICATION FORM

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR:

FISCAL YEAR: FY 16-17

Use additional sheets as needed.

EDP EQUIPMENT JUSTIFICATION FORM

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR:

FISCAL YEAR: FY 17-18

Use additional sheets as needed.

PERSONNEL SCHEDULE FOR CO-LOCATED STAFF

CONTRACTOR:		FISCAL YEAR: FY 15-16				
Employee Name ¹	Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
TOTAL SALARIES						

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION		Supervisor	Specialist	12-Month Cost
Health Plan ³				
Dental Plan				
Retirement				
SUI				
Social Security				
Worker's Compensation				
Long-Term Disability				
Holidays				
Sick Leave				
Vacation				
Life Insurance				
Fringe Benefits per Classification				
Subtotal	a			
Total # of Positions by Classific	b			
TOTAL EMPLOYEE BENEFITS	c = a X b			\$ -

TOTAL SALARIES AND EMPLOYEE BENEFITS FOR CO-LOCATED STAFF		Monthly	12-Month Cost

Footnotes

¹ State expected filling date for a vacant position. Add more schedules if needed.

² Contractors must be in compliance with the County's Living Wage Ordinance.

³ Indicate if Cafeteria Plan.

PERSONNEL SCHEDULE FOR CO-LOCATED STAFF

CONTRACTOR:		FISCAL YEAR: FY 16-17				
Employee Name ¹	Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
Child Care Advisor	Specialist					
Contracts Coordinator	Supervisor					
TOTAL SALARIES						

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION	Supervisor	Specialist	12-Month Cost
Health Plan ³			
Dental Plan			
Retirement			
SUI			
Social Security			
Worker's Compensation			
Long-Term Disability			
Holidays			
Sick Leave			
Vacation			
Life Insurance			
Fringe Benefits per Classification			
Subtotal	a		
Total # of Positions by Classific	b		
TOTAL EMPLOYEE BENEFITS	c = a X b		\$ 0.00

TOTAL SALARIES AND EMPLOYEE BENEFITS FOR CO-LOCATED STAFF	Monthly	12-Month Cost

Footnotes

¹ State expected filling date for a vacant position. Add more schedules if needed.

² Contractors must be in compliance with the County's Living Wage Ordinance.

³ Indicate if Cafeteria Plan.

PERSONNEL SCHEDULE FOR CO-LOCATED STAFF

CONTRACTOR:		FISCAL YEAR: FY 17-18				
Employee Name ¹	Classification	Number of Positions	Monthly or Hourly Salary ²	% Time Allocation	Total Monthly Cost	12-Month Cost
Child Care Advisor	Specialist					
Contracts Coordinator	Supervisor					
TOTAL SALARIES						

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION	Supervisor	Specialist	12-Month Cost
Health Plan ³			
Dental Plan			
Retirement			
SUI			
Social Security			
Worker's Compensation			
Long-Term Disability			
Holidays			
Sick Leave			
Vacation			
Life Insurance			
Fringe Benefits per Classification			
Subtotal	a		
Total # of Positions by Classific	b		
TOTAL EMPLOYEE BENEFITS	c = a X b		0.00
			\$ -
TOTAL SALARIES AND EMPLOYEE BENEFITS FOR CO-LOCATED STAFF			Monthly
			12-Month Cost

Footnotes

¹ State expected filling date for a vacant position. Add more schedules if needed.

² Contractors must be in compliance with the County's Living Wage Ordinance.

³ Indicate if Cafeteria Plan.

BUDGET NARRATIVE

Complete a budget narrative for each separate line item in the budget.

Administrative Staff Salaries						
Benefits						
Case Management Staff Salaries						
Benefits						
Operating Costs						
EDP						
Equipment						
Maintenance						
Mileage						
Office Supplies						
Postage						
Printing						
Legal Fees						
Rent						
Utilities						
Telephone						
Dues and Memberships						
Licenses, permits, fees						
Consultants/Professional Fees						
Liability and other Insurance						
Rent/Storage						
Personnel Advertising						
Conferences/Meetings						
Staff Training						
					FY 15-16 Total Operating Costs	

BUDGET NARRATIVE

Complete a budget narrative for each separate line item in the budget.

Administrative Staff Salaries						
Benefits						
Case Management Staff Salaries						
Benefits						
Operating Costs						
EDP						
Equipment						
Maintenance						
Mileage						
Office Supplies						
Postage						
Printing						
Legal Fees						
Rent						
Utilities						
Telephone						
Dues and Memberships						
Licenses, permits, fees						
Consultants/Professional Fees						
Liability and other Insurance						
Rent/Storage						
Personnel Advertising						
Conferences/Meetings						
Staff Training						
					FY 16-17 Total Operating Costs	

BUDGET NARRATIVE

Complete a budget narrative for each separate line item in the budget.

Administrative Staff Salaries						
Benefits						
Case Management Staff Salaries						
Benefits						
Operating Costs						
EDP						
Equipment						
Maintenance						
Mileage						
Office Supplies						
Postage						
Printing						
Legal Fees						
Rent						
Utilities						
Telephone						
Dues and Memberships						
Licenses, permits, fees						
Consultants/Professional Fees						
Liability and other Insurance						
Rent/Storage						
Personnel Advertising						
Conferences/Meetings						
Staff Training						
					FY 17-18 Total Operating Costs	

STAGE 1 CHILD CARE CONTRACT
CONTRACTOR'S MONTHLY INVOICE

SUMMARY PAGE

Agency Name: _____ Contract No: _____
Report Month/Year: _____ Fiscal Year: _____
Billing Date: _____

- 1. Operational/Administrative Fees (Total from Page 2): \$ _____
- 2. Fixed Monthly Cost for Co-located Staff: \$ _____
- 3. Fixed Monthly Cost for Outreach Activities
(Attach documentation of expense): \$ _____
- 4. Operational/Administrative Adjustments (From Page 4): + \$ _____
Or: - \$(_____)
- 5. **Total Costs for Services** (Sum of 1 through 4) \$ _____

-
- 6. Direct Provider Payment Reimbursement (From Page 3): \$ _____
 - 7. Direct Provider Payment Reimbursement Adjust. (From Page 5): + \$ _____
Or: - \$(_____)
 - 8. **Total Direct Provider Payment Reimbursement**
(Sum of 6 plus 7, or sum of 6 minus 7): \$ _____

FISCAL YEAR RECAP:

OPERATIONAL/ADMINISTRATIVE PAYMENTS: \$ _____

PROVIDER PAYMENTS: \$ _____

Person Completing Invoice: _____ Telephone Number: () _____

Reviewed By: _____ Date Completed: _____

STAGE 1 CHILD CARE CONTRACT
CONTRACTOR CURRENT MONTH

OPERATIONAL/ADMINISTRATIVE INVOICE

Agency Name: _____ Contract No: _____
 Report Month/Year: _____ Fiscal Year: _____
 Billing Date: _____

(a)	(b)	(c)	(d)	(e)	(f)	(g)
Payment Authorizations for Retroactive Approvals^(a)	Payment Authorizations for Delayed (Prior) Month Approvals^(b)	Payment Authorizations for Current Month Approvals^(c)	Enhanced Referral without Approval or Denial for Current Month	Sub-Total	Per Case Rate	Total

GEARS/LRS Cases: _____ + _____ + _____ + _____ = _____

2. EXEMPT Approved Cases - Not on GEARs/LRS: _____ + _____ + _____ + _____ = _____

3. LICENSED Approved Cases - Not on GEARs/LRS: _____ + _____ + _____ + _____ = _____

4. Total for columns a through e _____ + _____ + _____ + _____ = _____ X \$170=\$ _____

5. LRS Conversion Payment \$ _____

6. Background Checks* \$ _____

TOTAL BILLED (Total of 4 and 5): \$ _____

^(a) Retroactive payment authorizations are those authorizations for a time period up to 30 calendar days prior to the date of the Stage 1 child care request.

^(b) Delayed payment authorizations are for applications that are authorized/approved after the 30 day processing period and do not include retroactive authorizations. *Attach a list of those authorizations over 45 days, with an explanation as to why processing timeframe was not met.

^(c) Current month authorizations are for applications approved for the current report month and cases with ongoing approval status.

* Contractor shall attach proof of reimbursement and a list which shall include the following for each employee: name of employee(s)/prospective employee(s), date of background check, date reimbursement was made, and the actual cost.

STAGE 1 CHILD CARE CONTRACT
CONTRACTOR CURRENT MONTH

DIRECT PROVIDER PAYMENT INVOICE

Agency Name: _____
Report Month/Year: _____
Billing Date: _____

Contract No: _____
Fiscal Year: _____

DIRECT PROVIDER PAYMENTS (DPP)	INVOICE AMOUNT
-----------------------------------	-------------------

- 1. Total GEARS/LRS Cases: \$ _____
- 2. Exempt-Approved Cases Not on GEARS/LRS: \$ _____
- 3. Licensed- Approved Cases Not on GEARS/LRS: \$ _____

SUBTOTAL: (Sum of 1 through 3) \$ _____

4. Deduct Family Fee collected from Participants **(Include Retroactive Family Fee Collected) (Option A)** - \$ (_____)

5. Amount of Family Fees assessed to Participant and Deducted from DPP **(Include Retroactive Family Fee Assessed) (Option B)** - \$ (_____)

TOTAL BILLED: (Subtotal minus line 4) \$ _____

NOTE: Include all Direct Provider Payments entered into GEARS/LRS in the Report Month. Include payments made as part of a retroactive authorization.

STAGE 1 CHILD CARE CONTRACT
CONTRACTOR ADJUSTMENT PAGE

OPERATIONAL/ADMINISTRATIVE INVOICE

Agency Name: _____ Contract No: _____
 Report Month/Year: _____ Fiscal Year: _____
 Billing Date: _____

ADDITIONAL RETROACTIVE OR ADJUSTMENTS	Retroactive Authorizations (Total Month)	+/- Adjustments	Total	Per Case Rate	+/- Payment	Total Payment
---	--	--------------------	-------	---------------------	----------------	------------------

1. GEARS/LRS Cases _____ +/- _____ = _____ x \$170 +/- \$ _____
2. Exempt-Approved
Cases Not on GEARS/LRS _____ +/- _____ = _____ x \$170 +/- \$ _____
3. Licensed-Approved
Cases Not on GEARS/LRS _____ +/- _____ = _____ x \$170 +/- \$ _____

TOTAL BILLED: _____ **\$** _____

Notes:

1. **Circle “+” or “-”** on each line.
2. **Attach a separate list, or enter on the Monthly Activity Report, each retroactive authorization or adjustments.** Group by month (i.e., list all January changes then list all February, etc.).
3. Retroactive cases:
Agencies may only bill for one month of retroactive case management.

STAGE 1 CHILD CARE CONTRACT
CONTRACTOR ADJUSTMENT PAGE

DIRECT PROVIDER PAYMENT INVOICE

Agency Name: _____ Contract No: _____
 Report Month/Year: _____ Fiscal Year: _____
 Billing Date: _____

O/P and U/P and CORRECTIONS OF DIRECT PROVIDER PAYMENTS ^(a)	Underpayment and upward adjustments	Overpayments and downward adjustments ^(b)	+/- Payment	Total Payment ^(c)
--	-------------------------------------	--	-------------	------------------------------

1. GEARS/LRS Cases + \$ _____ - \$ _____ = +/- \$ _____

2. Exempt-Approved Cases Not on GEARS/LRS + \$ _____ - \$ _____ = +/- \$ _____

3. Licensed-Approve Cases Not on GEARS/LRS + \$ _____ - \$ _____ = +/- \$ _____

TOTAL BILLED: + \$ _____ - \$ _____ = +/- \$ _____ \$ _____

^(a) Attach a list of all overpayments/underpayments and adjustments. Use the Monthly Activity Report format, but add month and year of each original payment and show original payment, correct payment, increased payments and decreased payments.
^(b) Include adjustments or corrections to retroactive Family Fees and current Family Fees.
^(c) If total is positive (+), COUNTY owes Contractor this amount for direct provider payments. If total is negative (-), Contractor owes COUNTY this amount for overpayments.

STAGE 1 CHILD CARE CONTRACT
MONTHLY ACTIVITY REPORT

Agency Name: _____ Contract No: _____
 Report Month/Year: _____ Fiscal Year: _____
 Billing Date: _____

CHILD CARE PROVIDER ISSUANCES: MONTH _____ YEAR _____

(1) and (2)

(3)

Number	Case Name	Child Name	Provider I.D. Number	Provider Name	Date Paid	Accrual Period	Actual Amount Paid
1							
2							
3							

- Note: 1. Alphabetically list by Section on separate pages: GEARS cases, Exempt-Approved Cases Not on GEARS, Licensed-Approved Cases Not on GEARS, and Enhanced Referrals without Approval or Denial. Subtotal each of the six sections and provide grand total.
 2. In each Section, list alphabetically by parent's last name (Last Name, First Name).
 3. Enter the actual payment amount for the period. If there is a deduction for a prior collectible overpayment, or an addition for a prior underpayment, show all overpayment collections and underpayment additions in a separate Section, on a separate page.
 4. Provide separate reports for cases on GEARS and cases on LRS.

STAGE 1 CHILD CARE CONTRACT
CONTRACTOR'S FINAL FISCAL YEAR INVOICE

SUMMARY PAGE

Agency Name: _____ Contract No.: _____

Report Month/Year: _____ Fiscal Year: _____

Billing Date: _____

1. Increase/Decrease in Operational/Administrative Cost
(From Page 2): \$+/- _____
2. Increase/Decrease in Co-located Staff Cost
(Attach memo explaining and giving details
of any change from monthly invoices): \$+/- _____
3. Increase/Decrease in Outreach Activities
(Attach memo explaining and giving details
of any change from monthly invoices): \$+/- _____
4. **Total Increase/Decrease in Costs for Services**
(Sum of 1 - 3): \$+/- _____
5. **Total Increase/Decrease in Direct Provider Payment
Reimbursement**
(From Page 3): \$+/- _____

- NOTE: 1. Do not leave this page blank, enter "0" if there is no change in
billing from monthly invoices.**
- 2. Circle as appropriate either the (+) / or the (-).**

Person Completing Invoice: _____ Telephone Number: () _____

Reviewed By: _____ Date Completed: _____

STAGE 1 CHILD CARE CONTRACT
CONTRACTOR'S FINAL FISCAL YEAR INVOICE

OPERATIONAL/ADMINISTRATIVE COST CHANGES

Agency Name: _____ Contract No.: _____

Report Month/Year: _____ Fiscal Year: _____

Billing Date: _____

I. Operational/Administrative Cost Changes:

A. Previously Invoiced Amounts:

July	\$	_____
August	\$	_____
September	\$	_____
October	\$	_____
November	\$	_____
December	\$	_____
January	\$	_____
February	\$	_____
March	\$	_____
April	\$	_____
May	\$	_____
June	\$	_____

B. Final Invoice Corrections - Changes not previously reported on a monthly corrections page. Itemize corrections, by month, by attaching copies of revised invoices and "additional cases retroactive corrections page" (Page 6 of Contractor's Monthly Invoice) for each corrected month. Enter "0" if there is no final correction for a month. Enter the amount of increase/decrease ONLY if there is a correction.

July	\$+/-	_____
August	\$+/-	_____
September	\$+/-	_____
October	\$+/-	_____
November	\$+/-	_____
December	\$+/-	_____
January	\$+/-	_____
February	\$+/-	_____
March	\$+/-	_____
April	\$+/-	_____
May	\$+/-	_____
June	\$+/-	_____

Total of all corrections \$+/- _____

REVISED O/A TOTAL (A +/- B): \$ _____

STAGE 1 CHILD CARE CONTRACT
CONTRACTOR'S FINAL FISCAL YEAR INVOICE

DIRECT PROVIDER PAYMENTS

Agency Name: _____ Contract No.: _____

Report Month/Year: _____ Fiscal Year: _____

Billing Date: _____

II. Direct Provider Payment Changes:

A. Previously Invoiced Amounts:

July	\$	_____
August	\$	_____
September	\$	_____
October	\$	_____
November	\$	_____
December	\$	_____
January	\$	_____
February	\$	_____
March	\$	_____
April	\$	_____
May	\$	_____
June	\$	_____

B. Final Invoice Corrections - Changes not previously reported on a monthly corrections page. Attach a revised page 1 for each month in which there is a correction. Also, itemize changes by month by attaching a list of all overpayments, underpayments, corrections or additional provider reimbursements. Use the Monthly Activity Report format, but add month and year of each original reimbursement and show original reimbursement, correct reimbursement and the amount of increase/decrease. Enter "0" if there is no final correction for a month.

July	\$+/-	_____
August	\$+/-	_____
September	\$+/-	_____
October	\$+/-	_____
November	\$+/-	_____
December	\$+/-	_____
January	\$+/-	_____
February	\$+/-	_____
March	\$+/-	_____
April	\$+/-	_____
May	\$+/-	_____
June	\$+/-	_____

Total of all corrections \$+/- _____

REVISED DPP TOTAL (A +/- B): \$ _____

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NUMBER: _____

COUNTY CONTRACT SECTION MANAGER

Name:
Title:
Address:
Telephone:
Facsimile:
E-mail Address:

SUPERVISING COUNTY CONTRACT ADMNISTRATOR

Name:
Title:
Address:
Telephone:
Facsimile:
E-mail Address:

COUNTY CONTRACT ADMNISTRATOR

Name:
Title:
Address:
Telephone:
Facsimile:
E-mail Address:

COUNTY CONTRACT PROGRAM MONITOR

Name:
Title:
Address:
Telephone:
Facsimile:
E-mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NUMBER: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

The individual(s) authorized to bind Contractor in a Contract with the County.

Name:	Name:
Title:	Title:
Address:	Address:
Telephone:	Telephone:
Facsimile:	Facsimile:
E-mail Address:	E-mail Address:

CONTRACTOR'S MANAGER AND ALTERNATE(S)

Name:	Name:
Title:	Title:
Address:	Address:
Telephone:	Telephone:
Facsimile:	Facsimile:
E-mail Address:	E-mail Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO:

Contractor's notices shall be sent to Contractor's corporate address. Please enter Contractor's corporate address as indicated on Contractor's certified Statement of Information. The designated contact person below will receive all correspondence related to this Contract.

Contact Person:
Title:
Address:
Telephone:
Facsimile:
E-mail Address:

**STAGE 1 CHILD CARE
FELONY CRIMINAL CONVICTION INFORMATION NOTICE AND
CERTIFICATION**

All employees of Contractor who are hired or promoted by Contractor after the date the Stage 1 Child Care Contract with the County of Los Angeles ("Contract") is signed by Contractor and County for a position which performs services under the Contract must read and sign this notice/certification prior to beginning to perform work under this Contract.

The suitability of Contractor's employees identified in and covered by the paragraph immediately above that have been convicted of felony criminal acts and/or who have successfully completed probation or parole in respect to such convictions must be evaluated, and such employees must truthfully and fully disclose felony criminal conviction(s). If you have certain felony criminal convictions described below, or if you fail to disclose them, the County may require that the Contractor remove you from working under this Contract regardless of your work performance.

Due to the fact that legal terms by which felony criminal acts may be described differ among jurisdictions, the following is NOT a complete list of felony criminal convictions that may be considered in evaluating suitability to perform work under this Contract.

I. ACCEPTABLE TO WORK ON CONTRACT

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

**STAGE 1 CHILD CARE
FELONY CRIMINAL CONVICTION INFORMATION NOTICE AND
CERTIFICATION**

**II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME
(INCLUDING SIMILAR FELONY CONVICTIONS AND “ATTEMPT”,
ACCESSORY”, AND “CONSPIRACY” TO COMMIT ANY OF THE
FELONY CRIMES LISTED BELOW)**

- | | |
|--|------------|
| • Assault and Battery | One year |
| • Malicious Mischief | One year |
| • Prostitution | One year |
| • Petty Theft | Five years |
| • Receiving Stolen Property | Five years |
| • Shoplifting | Five years |
| • Manslaughter | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

**IV. NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR
FELONY CONVICTIONS AND “ATTEMPT”, “ACCESSORY”, AND
“CONSPIRACY” TO COMMIT ANY OF THE FELONY CRIMES LISTED
BELOW.)**

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion

**STAGE 1 CHILD CARE
FELONY CRIMINAL CONVICTION INFORMATION NOTICE AND
CERTIFICATION**

- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I understand that any omission or misstatement of material fact used to secure a position under this Contract shall be grounds for my removal from working under this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a felony criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

Contractor Employee's Signature

Date

Witnessed by: _____
Signature & Title

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTION (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion - Lower Tiered Covered Transaction (45 C.F.R. Part 76)

1. This certification is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice to the person to whom this contract is submitted if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tiered covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
4. Contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department agency with which this transaction originated.
5. Contractor further agrees by submitting this contract that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction (45 C.F.R. Part 76),” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Contractor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTION (45 C.F.R. PART 76)**

Contractor acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each participant may, but is not required to check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Contractor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Contractor shall attach a written explanation to its contract in lieu of submitting this Certification. Contractor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of Contractor and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to this Contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTION (45 C.F.R. PART 76)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76).

Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Date: _____

Authorized Official's Signature

Authorized Official's Printed Name

Authorized Official's Title

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.**2.202.020 Definitions.****2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 - Findings and declarations.**

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

Page 2 of 6

- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.
- (Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

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responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
 - (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

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- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.
- (Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)
- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME: []

CASE NUMBER: []

I, _____, hereby file this complaint of discriminatory treatment and request that an investigation be conducted.
(Please print your name)

I believe I was discriminated against because of my:

Grid of checkboxes for discrimination reasons: RACE, NATIONAL ORIGIN, MARITAL STATUS, POLITICAL AFFILIATION, DISABILITY, RELIGION, AGE, SEXUAL ORIENTATION, ETHNIC GROUP IDENTIFICATION, SEX, COLOR, DOMESTIC PARTNERSHIP.

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

CONSENT GRANTED - By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

CONSENT DENIED - I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE) _____ (DATE) _____ ADDRESS: _____
TELEPHONE: _____

**CONTRACTOR’S NON-DISCRIMINATION
IN-SERVICE STATEMENT**

Contractor’s Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CONTRACTOR’S CERTIFICATION

(Circle one)

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

Authorized Official’s Signature

Authorized Official’s Printed Name and Title

Date

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE
PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

Contractor is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether Contractor meets an exception from the Program requirements.

Contractor's Name:		
Address:		
City:	State:	Zip Code:
Telephone Number:		
Contract For <u>Stage 1 Child Care</u> Services		

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

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

- My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE
PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

“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.

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

OR

Part II: Certification of Compliance

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

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

Authorized Official's Signature:	Authorized Official's Title:
Authorized Official's Printed Name:	Date:

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

Contractor's 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 and Confidentiality 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. _____ (Initial and date)

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 my employer and the County of Los Angeles. _____ (Initial and date)

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. _____ (Initial and date)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

Contractor's Name _____ Contract No. _____

Employee Name _____

CONFIDENTIALITY AGREEMENT:

I understand that as an employee of the Contractor referenced above, 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 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. _____ (Initial and date)

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. _____ (Initial and date)

I agree to keep confidential all 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. _____(Initial and date)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

Contractor's Name _____ Contract No. _____

Employee Name _____

CONFIDENTIALITY AGREEMENT (CONT.):

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.
_____ (Initial and date)

I understand that violation of this acknowledgement and confidentiality agreement may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress. _____ (Initial and date)

CONFLICT OF INTEREST POLICY:

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

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

Contractor's Name _____ Contract No. _____

Employee Name _____

CONFLICT OF INTEREST POLICY (CONT.):

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

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

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

Contractor Employee's Signature

Date

Contractor Employee's Printed Name

Contractor Employee's Title

Original: Contractor
Copy: Contractor Employee

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

Contractor's 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 and Confidentiality 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. _____ (Initial and date)

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.
_____(Initial and date)

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.
_____(Initial and date)

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

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 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. _____(Initial and date)

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. _____(Initial and date)

I agree to keep confidential all 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. _____(Initial and date)

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.
_____(Initial and date)

Contractor Non-Employee's Signature

Date

Contractor Non-Employee's Printed Name

Contractor Non-Employee's Title

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

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

1. Employees of COUNTY or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or
 - b. Participated in any way in developing the Contract or its service specifications; and
- 4 Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Contractor's Name

Authorized Official's Signature

Authorized Official's Printed Name and Title

Date

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to Contractor’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Contractors unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return to COUNTY with Contractor’s executed Contract.

A. Contractor has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

_____ YES (subject to verification by COUNTY) _____ NO

B. Contractor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Contractor is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Contractor’s Name: _____

Authorized Official’s Signature: _____

Authorized Official’s Printed Name: _____

Authorized Official’s Title: _____ Date: _____

Telephone: _____ Facsimile: _____

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered 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 surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Authorized Official's Signature

Authorized Official's Printed Name and Title

Date

CONTRACTOR'S EEO CERTIFICATION

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

Authorized Official's Signature

Authorized Official's Printed Name and Title

Date

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

Contractor certifies that:

- 1) It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) That all persons acting on behalf of Contractor have and will comply with it during the contract award process; and
- 3) It is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Authorized Official's Signature

Authorized Official's Printed Name and Title

Date

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor's Name:		
Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Contract For <u>Stage 1 Child Care</u> Services:		

Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

Contractor agrees to comply with the COUNTY's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Authorized Official's Signature:	Authorized Official's Title:
Authorized Official's Printed Name:	Date:



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2014)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

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

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2014)
Cat. No. 205991

**SUMMARY REVENUE AND EXPENDITURE REPORTS
USED TO DETERMINE UNSPENT FUNDS
FOR FISCAL YEAR 20__ - 20__**

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR: _____

CONTACT PERSON'S NAME: _____

CONTACT PERSON'S TITLE: _____

PHONE NUMBER (Include area code): _____

E-MAIL ADDRESS: _____

REVENUE Total revenue amount Revenue* reported on page 2 A	EXPENDITURES Total Actual Cost Amount reported on page 3 B	VARIANCE A – B = plus or minus balance (unspent funds if positive, deficit if negative , zero if balanced) C

*Revenue received by CONTRACTOR for Stage 1 Child Care

Person Completing This Report:

Print Name

Telephone No. (Include area code)

I certify that the information contained in this Expenditure Report (pages 1 - 3) and all back-up support documentation are to be true and correct.

Authorized Person (Print Name)

Date: _____

Authorized Person Signature

**STAGE 1 CHILD CARE REVENUE REPORT – LINE ITEM
FOR FISCAL YEAR 20__ - 20__**

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR: _____

REVENUE RECEIVED ¹		<u>12-MONTH REVENUE</u>
CASE MANAGEMENT SERVICES	a	_____
CO-LOCATED STAFF	b	_____
OUTREACH ACTIVITY	c	_____
SUBTOTAL (INVOICES PAID BY DPSS)	d = a+b+c	_____
INTEREST INCOME (Do not include interest on advances, which is to be paid to County per Section 5.10.2)	e	_____
TOTAL REVENUE ¹ (Total amount to be reported in Column A of Summary Chart on page 1)	f = d + e	_____

Footnote:

¹ All revenue received from DPSS for Stage 1 Child Care Program must be reported.

**STAGE 1 CHILD CARE EXPENDITURES REPORT – LINE ITEM
FOR FISCAL YEAR 20__ - 20__**

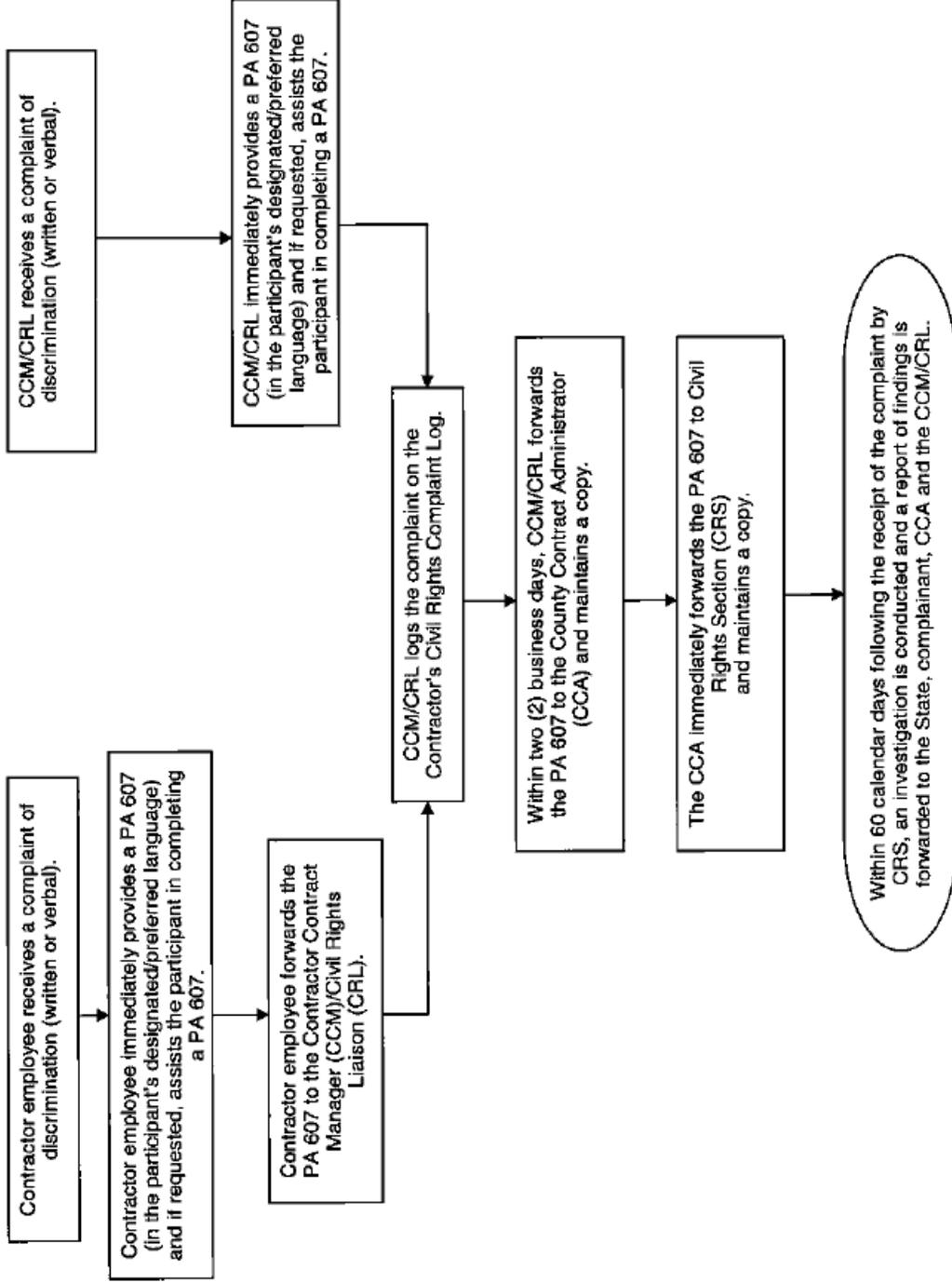
PROJECT NAME: STAGE 1 CHILD CARE
CONTRACTOR: _____

DIRECT COST ¹		<u>12-MONTH ACTUAL COST</u>
ADMINISTRATIVE STAFF		
Salaries	a	_____
Fringe Benefits	b	_____
Total	c=a+b	_____
CASE MANAGEMENT		
Salaries	d	_____
Fringe Benefits	e	_____
Total	f=d+e	_____
CO-LOCATED STAFF		
Salaries	d1	_____
Fringe Benefits	e1	_____
Total	f1=d1+e1	_____
OPERATING COSTS		
<u>Computer, Printer & Software ²</u>	g	_____
<u>Equipment</u>	h	_____
<u>Maintenance</u>	i	_____
<u>Mileage</u>	j	_____
<u>Office Supplies</u>	k	_____
<u>Postage</u>	l	_____
<u>Legal Fees</u>	m	_____
<u>Rent</u>	n	_____
<u>Utilities</u>	o	_____
<u>Telephone</u>	p	_____
<u>Dues & Membership</u>	q	_____
<u>License/Permits/Fees</u>	r	_____
<u>Consultants/Professional Fees</u>	s	_____
<u>Liability & Other Insurance</u>	t	_____
<u>Rent/Storage</u>	u	_____
<u>Personnel Advertising</u>	v	_____
<u>Conferences/Meetings</u>	w	_____
<u>Staff Training</u>	x	_____
Total	z = add g thru x	_____
TOTAL DIRECT COSTS	aa = c + f+f1+z=	_____
INDIRECT COSTS		
Indirect Costs	ab = Rate X (a+d+d1)	_____
(Indirect Cost Rate X Modified Total Direct Cost per 2CFR 200.68)		
TOTAL ACTUAL COST	ac= aa + ab	_____
(Total Actual Cost Amount to be reported in Column B of Summary Chart on page 1)		

Footnotes

¹ All costs must be necessary, reasonable, and justifiable. Include only costs that apply to Stage 1 Child Care.
² DPSS prior approval was required for purchase of any Information Technology (IT) equipment.
EDP Equipment Schedule and Justification form must have been submitted with Budget.

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



CIVIL RIGHTS TRAINING REPORT

Contractor: _____

Address _____

Contract Manager: _____

Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

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. (Ord. 2002-0015 § 1 (part), 2002)

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 purchase 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

AUDITOR-CONTROLLER HANDBOOK EXCEPTIONS

Page 1 of 2

- I. Cost Allocation Methodologies: Contractor may use any cost allocation methodology acceptable under Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related OMB Guidance and Generally Accepted Accounting Principles (GAAP), including wages, salaries, benefits or other costs. Staff paid 100 percent on an indirect cost basis shall not be required to maintain time distribution records.
- II. Cash Disbursements Journal: Note (3) under Section A.2.3, is modified to add the following – Checks may also be written to employees as reimbursement for approved purchases for program expenses, such as conference registration fees or emergent needs for office supplies. Supporting documentation shall include evidence of prior approval by Contractor’s Contract Manager or designee. Office supplies shall not be routinely purchased by employees for reimbursement.
- III. Supporting Documentation: with respect to Section A.3.2, Travel, no supporting documentation other than a statement of the purpose of the trip, is needed for parking meter expenses.
- IV. Supporting Documentation: with respect to the final sentence in A.3.2 under Vehicle Expenses, “The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes”; when Contractor employees are reimbursed for use of personal vehicles exclusively using a mileage rate, the requirements with respect to vehicle maintenance records shall not apply.
- V. The 8th paragraph in B.2.1 shall be replaced as follows: All invoices, including documents treated as invoices shall be referenced to check numbers and marked “paid” or otherwise cancelled to prevent duplicate payments or reuse.
- VI. Limitations of Positions and Salary: The restriction in the first sentence of B.3.3, “The Contractor shall not pay any salaries higher than those authorized in the contract, or the attachments hereto”, shall not apply. The Contractor’s Budget is included for the purpose of providing an estimated cost for the O/A Per Case Rate, the fixed monthly amount for Co-located Staff and Outreach Activities, and to establish general levels of total staffing which Contractor anticipates will be needed to complete the work required by this Contract.

AUDITOR-CONTROLLER HANDBOOK EXCEPTIONS

Page 2 of 2

- VII. Limitations of Positions and Salary: The 5th paragraph of B.3.3, shall be revised as follows – The Contractor shall not make retroactive salary adjustments for any employee without written approval from the County. The County shall not unreasonably withhold approval when retroactive salary increases are due to cost of living adjustments or other increases in funding provided under other government contracts (e.g. Head Start).
- VIII. Equipment Use: The restriction in Section B.4.2 that equipment purchased with Contract funds “are to be used solely for the benefit of the Contract” shall only apply to equipment purchased with 100 percent of Stage 1 funds. DPSS may also grant permission for incidental use for other agency programs (e.g, CalWORKs Stage 2 child care) where such use is appropriate.
- IX. Bonding: Contractor’s employee dishonestly insurance policy shall be deemed to meet the bonding requirements of Section B.5.0.
- X. Budget Limitation: The restriction in C.1.3, “Expenses may not exceed the maximum limits shown on the contract budget”, shall not apply. The Contractor’s Budget is included for the purpose of providing an estimated cost for the O/A Per Case Rate, the fixed monthly amount for Co-located Staff and Outreach Activities, and to establish general levels of total staffing which Contractor anticipates will be needed to complete the work required by this Contract.
- XI. The first paragraph in Section F.3.0, Oversight Committees, shall be replaced with the following - Contractor’s governing Board shall establish Board committees as required by the Nonprofit Integrity Act of 2004 and other applicable State and federal laws and regulations.

**STAGE 1 CHILD CARE ESTIMATED CONTRACT COST
JULY 1, 2015 THROUGH JUNE 30, 2018**

Contract Agency	Estimated Average Monthly Child Care Caseload	Estimated Average Annual Cost for Operational/ Administrative Fees	Estimated Average Annual Cost for Direct Provider Payments	Estimated Average Annual Contract Cost	Estimated Three Year Contract Costs	Supervisory District(s) Served
Child Care Resource Center, Inc.	2,390	\$5,444,000	\$16,381,000	\$21,825,000	\$65,475,000	1, 3, 5
City of Norwalk	160	\$332,500	\$908,000	\$1,240,500	\$3,721,500	4
Connections for Children	180	\$376,000	\$1,467,000	\$1,843,000	\$5,529,000	2, 3, 4
Crystal Stairs, Inc.	3,100	\$7,373,000	\$20,587,000	\$27,960,000	\$83,880,000	1, 2, 4
Drew Child Development Corporation, Inc..	790	\$1,649,000	\$5,488,000	\$7,137,000	\$21,411,000	1, 2, 4
International Institute of Los Angeles	80	\$167,500	\$588,000	\$755,500	\$2,266,500	1
Mexican American Opportunity Foundation	950	\$2,127,000	\$5,632,000	\$7,759,000	\$23,277,000	1, 2, 4, 5
Options for Learning	830	\$1,914,500	\$5,940,000	\$7,854,500	\$23,563,500	1, 4, 5
Pathways LA	480	\$1,001,000	\$2,945,000	\$3,946,000	\$11,838,000	1, 2, 3
Pomona Unified School District	620	\$1,405,500	\$4,724,000	\$6,129,500	\$18,388,500	1, 4, 5
Total	9,580	\$21,790,000	\$64,660,000	\$86,450,000	\$259,350,000	

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<p>Other reason. Please explain:</p> <p>Funding for Stage 1 Child Care (S1CC) is from the California Department of Social Services (CDSS). These same S1CC contractors contract with the California Department of Education (CDE) to provide Stage 2 Child Care (S2CC) and Stage 3 Child Care (S3CC) services. Contracts with these 10 APPs are necessary for the seamless service delivery between Stages 1, 2, and 3 as there are no other agencies in Los Angeles County that can adequately perform this function. This permits CalWORKs participants to move from S1CC to S2CC or S3CC without a change in provider or child care arrangements. The transition is seamless to the participant and their children. On July 15, 2014, CDSS approved DPSS' request to procure the S1CC contracts by negotiation per CDSS Operations Manual Section 23-650.18.</p>
<hr/> Interim Chief Executive Officer	<hr/> Date