

Exhibit I

Amendment Number 4

AFTER-SCHOOL ENRICHMENT PROGRAM CONTRACT



By and Between

**COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
FOR
AFTER-SCHOOL ENRICHMENT PROGRAM**

**PREPARED BY
BUREAU OF PROGRAM, POLICY, RESEARCH & EVALUATION**

**SUPPORTIVE SERVICES DIVISION
12820 Crossroads Parkway South
City of Industry, California 91746**

August 2002

**AMENDMENT NUMBER 4 TO THE CONTRACT BETWEEN
COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY OFFICE OF
EDUCATION FOR AFTER-SCHOOL ENRICHMENT PROGRAM
CONTRACT NO. 72139**

Reference is being made to the document entitled, *"After-School Enrichment Program By and Between County of Los Angeles and the Los Angeles County Office of Education,"* effective May 12, 1999, further identified as County Contract Number 72139, Change Notice 1 dated May 27, 1999, Change Notice 2 dated November 18, 1999, Change Notice 3 dated June 7, 2000, Amendment Number 1 dated October 18, 2000, Amendment Number 2 dated March 1, 2001 and Amendment Number 3 dated June 17, 2002 (hereinafter referred to as the "CONTRACT").

Upon signatures of both parties to Amendment Number 4, the original Contract is revised as follows:

1. Part I., **APPLICABLE DOCUMENTS**, the original Section 2.7, Attachment G, Monthly Invoice, has been replaced by Attachment G-1, any reference in the original Contract to Attachment G now refers to Attachment G-1. A copy of the invoice is attached to this amendment.
2. Part II., **CONTRACT PERIOD**, the original Section 1 is revised to add the following:
 1. The term of this Amendment shall commence on October 1, 2002 and shall continue through June 30, 2003, unless sooner terminated or extended in whole or in part, as herein provided.
 2. Subject to the provisions of Section V 44., Termination for Convenience of County, in the event of termination of this Contract, CONTRACTOR shall upon receipt of notice of termination:
 - 2.1 Immediately eliminate all new costs and expenses under this Contract. In addition, CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
 - 2.2 Promptly report to COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
3. Subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program, changes in legal requirements regarding contracting for After-School Enrichment Program services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for After-School Enrichment Program services, CONTRACTOR shall, upon receipt of notice of termination, comply with the terms stated in 2.1 and 2.2 above.

3. Part IV., **CONTRACT PAYMENT**, the original Section 1.0 is revised to read as follows:
 - 1.0 COUNTY shall reimburse CONTRACTOR in performing services hereunder for actual costs incurred by CONTRACTOR in accordance with the original contract budget. The direct services costs to be reimbursed directly through this contract will be specifically for non-welfare-to-work, Food Stamps, and Medi-Cal children. The direct services costs for welfare-to-work children will be reimbursed under the Stage 1 Child Care administered by the agencies under contract with the COUNTY to provide CalWORKs Stage 1 Child Care. The maximum cost of this Amendment shall not exceed \$8,890,313 as reflected in Attachment B-7.

4. Part V., **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**, the original Section 17.0 is deleted in its entirety and replaced by the following:

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

5. Part V., **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**, the original Section 18.0 is deleted in its entirety and replaced by the following:
 - 18.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
 - 18.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

6. Part V., **GOVERNING LAW, JURISDICTION AND VENUE**, the original Section 28.0 is deleted in its entirety and replaced by the following:

- 28.1 This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California.
- 28.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.
- 28.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

7. Part V., **INDEMNIFICATION**, the original Section 31.0 is deleted in its entirety and replaced by the following:

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

8. Part V., **INSURANCE**, the original Section 33.0 is deleted in its entirety and replaced by the following:

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

- A. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **Department of Public Social Services, 12820 Crossroads Parkway South, City of Industry, California 91746-3411, Attention: Project Manager**, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
 - (5) Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- B. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- C. **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- D. **Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:
- (1) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - (2) any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
 - (3) any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
 - (4) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.
- E. **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

- F. **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- (1) CONTRACTOR providing evidence of insurance covering the activities of sub-contractors, or
 - (2) CONTRACTOR providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

33.1 Insurance Coverage Requirements:

- A. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

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

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

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

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

9. Part V., **SUBCONTRACTING**, the original section 42.8 is deleted in its entirety and replaced by the following:

42.8 Subcontracts for services, of all tiers, must include the provisions specified in State Purchase of Service Requirements, Section 23-604. The provisions of Section 23-604 apply to subcontracts of any tier under COUNTY contracts.

10. Part V., **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**, the original Section 43.0 is deleted in its entirety and replaced by the following:

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 18.0, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County CSSD shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 45.0, Termination for Default of the CONTRACTOR.

11. Part V., **FURTHER TERMS AND CONDITIONS**, Section 57.0 is added to the Contract as follows:

57.0 COMPLIANCE WITH JURY SERVICE PROGRAM

57.1 Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

57.2 Written Employee Jury Service Policy.

- A. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- C. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- D. CONTRACTOR's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

12. Attachment A - Section 2.0, **STATEMENT OF WORK, DEFINITIONS**, is revised to add the following definitions:

2.16 **CalWORKs**

Provides temporary financial assistance and employment focused services to families with minor children who have income and property below State maximum limits for their family size.

2.17 **Food Stamps**

Helps eligible low-income households meet their basic nutritional needs. Individuals residing in room and board arrangements, homeless individuals in shelters, and temporary residents of a shelter for battered women and children, may also be eligible to receive Food Stamps.

2.18 **Medi-Cal**

Provides comprehensive medical benefits to low-income families with children, pregnant women, and adults who are over 65, blind, or disabled. Depending on their income and resource levels, individuals and families may be eligible to a no-cost or a share-of-cost Medi-Cal program. CalWORKs families receive no-cost Medi-Cal.

2.19 **Welfare-to-Work**

Provides employment-related services to CalWORKs recipients to help them find employment, stay employed, and move on to higher paying jobs, which will ultimately lead them to self-sufficiency and independence. Welfare-to-Work (WTW) activities must be a minimum of 32 hours per week for single parents, two-parent families must participate 35 hours per week. WTW activities include employment, job search, assessment, education and training, community service, substance abuse treatment, mental health services and domestic violence counseling.

13. Attachment A - Section 3.0, **COUNTY FURNISHED ITEMS**, the original Section 3.1.4 is deleted in its entirety and replaced by the following:

3.1.4 GEARS/Single Index Work Station and Printer to identify CalWORKs welfare-to-work, non-welfare-to-work, Food Stamps, and Medi-Cal children potentially eligible for the After-School Enrichment Program.

14. Attachment A - Section 5.4, **ONGOING OPERATIONAL SUPPORT**, is amended to add the following:

5.4.5 Certification of Eligibility for Participation - CONTRACTOR shall ensure elementary school children participating in the After-School Enrichment Program are eligible for one of the following:

1. Approved CalWORKs eligible children,
2. Food Stamps,
3. Medi-Cal (with a zero share-of-cost),
4. CalWORKs Stage 1 Child Care Services Contract.

Note: Priority shall be given to CalWORKs children.

5.4.6 Annual re-evaluation - CONTRACTOR shall re-evaluate and re-certify children's eligibility for continued participation according to the criteria stated in 5.4.5 (above) at least annually. All reported changes will be acted upon within ten (10) business days by CONTRACTOR.

15. Attachment A - Technical Exhibit 6.1.2, **PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**, is deleted in its entirety and replaced by the following:

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

6.1.2.2 Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

6.1.2.3 Defines the Standard of Performance for each required service (Column 3 of chart).

6.1.2.4 Shows the maximum Allowable Deviation from Perfect Performance (ADPP) for each required service that is allowed before the COUNTY assesses Unsatisfactory Indicator Points (Column 4 of chart)

6.1.2.5 Shows the quality assurance methods the COUNTY will use to evaluate the CONTRACTOR's performance in meeting the contract requirements (Column 5 of chart).

6.1.2.6 Shows the monthly Unsatisfactory Performance Indicator points to be assessed for exceeding the ADPP, for each listed contract requirement, (Column 6 of chart). These indicators may serve as the baseline for assessing the need to terminate this Contract.

16. Attachment A - Technical Exhibit 6.1.3, **QUALITY ASSURANCE**, is deleted in its entirety and replaced by the following:

Each quarter, the CONTRACTOR's performance will be compared to this Contract's Standards and ADPP's using the Quality Assurance Monitoring Plan (QAMP).

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

6.1.3.1 Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin];

- 6.1.3.2 One Hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance;
 - 6.1.3.3 Review of reports and files maintained by the CONTRACTOR;
 - 6.1.3.4 On-site evaluations and monitoring; and,
 - 6.1.3.5 Evaluation of complaints.
17. Attachment A - Technical Exhibit 6.1.4, **CONTRACT DISCREPANCY REPORT (CDR)**, is deleted in its entirety and replaced by the following:
- Performance of a required service is considered unacceptable when the number of discrepancies found during contract monitoring procedures exceeds the number of discrepancies allowed by the ADPP (as per 6.1.7.2). When the performance is unacceptable, the CONTRACTOR may be required to respond to a CDR as follows:
- 6.1.4.1 County Contract Administrator (CCA) will verbally and in writing notify the Contract Manager or alternate of a contract discrepancy within five (5) business days of discovery of the discrepancy. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (Technical Exhibit 6.1.3) will be issued.
 - 6.1.4.2 If a CDR is issued, it will be mailed or personally delivered, at CCA's discretion, to the Contract Manager or alternate.
 - 6.1.4.3 Upon receipt of a CDR, CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging receipt of the CDR, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.
 - 6.1.4.4 The CCA will evaluate CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA shall decline to count such point(s) as unsatisfactory performance for the quarter.
18. Attachment A - Technical Exhibit 6.1.5, **CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE**, is deleted in its entirety and replaced by the following:
- 6.1.5.1 Determination of the number of defects that renders a service unsatisfactory:

The sample selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

- **ADPP** - the maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance:
- **Lot Size** - the total number of unit or services to be provided.
- **Sample Size** - the number of units to be checked in a given time period; and,
- **Acceptance/Rejection Numbers** - the numbers which indicate whether the lot is acceptable or unacceptable.

6.1.5.2 The ADPP for each sampling is taken from the PRS. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

6.1.5.3 The Unsatisfactory Performance Indicator (UPI) points assessed from the sample size shall be applied to the lot size. For example, a sample size of two hundred (200) selected from a lot size of 20,000 with an ADPP of five percent (5%), allows for 10 acceptable discrepancies. If 11 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 4 points per incident are to be assessed, the following formula is used:

- ▶ $11 \div 200$ (sample size) = 5.5%
- ▶ $5.5\% - 5\% = .5\%$ over the ADPP
- ▶ $5.5\% \times 20,000$ (lot size) = 1,100 (number of unacceptable discrepancies)
- ▶ $1,100/10$ (reduction factor) $\times 4$ (UPI points) = 440

6.1.5.4 A reduction factor of 10 will be applied to the assessment of UPI points in determining total points assessed.

19. Attachment A - Technical Exhibit 6.1.7, **UNSATISFACTORY PERFORMANCE REMEDIES**, is deleted in its entirety and replaced by the following:

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

6.1.7.1 CONTRACTOR shall implement a formal corrective action plan, subject to approval by COUNTY, in response to a Contract Discrepancy Report (CDR). In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence. Evidence of curing the discrepancies cited in the CDR shall be in accordance with Section 6.1.4.

- 6.1.7.2 COUNTY shall issue a CDR to CONTRACTOR when the UPI point total exceeds 800 points for all factors during any one month during the term of the Contract.
- 6.1.7.3 COUNTY shall issue a CDR to the CONTRACTOR and a notice to the Chief, Supportive Services Division, DPSS when the UPI point total exceeds 1200 points total for all factors during any one month during the term of this Contract. A copy of the notice shall also be delivered to CONTRACTOR per Part V, Section 44.0 of this Contract.
- 6.1.7.4 COUNTY shall issue a CDR to the CONTRACTOR and a notice to the Director, DPSS when the UPI point total exceeds 1600 points for all factors during any one month during the term of this Contract or a second notice to the Chief, Supportive Services Division, DPSS was warranted pursuant to Section 6.1.7.3 above. A copy of the notice shall also be delivered to CONTRACTOR per Part V, Section 44.0 of this Contract.
- 6.1.7.5 COUNTY shall issue a Notice to Cure and notice to the Board of Supervisors including recommendation of remedial actions when the UPI point total exceeds 2000 points for all factors during any one month during the term of this Contract or a second notice to the Director, DPSS was warranted pursuant to Section 6.1.7.4 above. COUNTY and CONTRACTOR shall follow the steps below to resolve the Notice to Cure.
- 6.1.7.5.1 COUNTY will in all cases provide a thirty (30) business day written Notice to Cure.
- 6.1.7.5.2 COUNTY and CONTRACTOR shall meet and confer within three (3) business days of CONTRACTOR's receipt of Notice to Cure.
- 6.1.7.5.3 Within five (5) business days of the meet and confer, CONTRACTOR shall produce a plan of correction, specifying the action to be taken to cure the time within said action will be completed. Such actions must be completed within a reasonable time as determined by the COUNTY.
- 6.1.7.5.4 COUNTY shall respond to the plan within three (3) business days of receipt thereof.

This Section, 6.1, does not preclude COUNTY's right to terminate this Contract, as provided for in Part V, Section 44.0, Termination for Convenience of COUNTY.

20. Attachment A - Technical Exhibit 6.2, **MONTHLY MANAGEMENT REPORT (MMR)**, is deleted in its entirety and replaced by the following:
- ▶ Monthly Invoice for CONTRACTOR's payment for the report month.
 - ▶ Quarterly Reconciliation Invoice submitted quarterly for the term of the Contract.

- ▶ Ending balance of number of participating schools from prior month's report.
 - ▶ Number of schools terminating the After-School Enrichment Program since prior month's report.
 - ▶ Total number of participating schools through the end of report month.
 - ▶ Ending balance of number of enrolled children from prior month's report (CalWORKs non-welfare-to-work, CalWORKs welfare-to-work, non-CalWORKs, Food Stamps, Medi-Cal).
 - ▶ Number of enrolled children added since prior month's report (CalWORKs, non-welfare-to-work, CalWORKs welfare-to-work, non-CalWORKs, Food Stamps, Medi-Cal).
 - ▶ Total number of enrolled children (CalWORKs non-welfare-to-work, CalWORKs welfare-to-work, non-CalWORKs, Food Stamps, Medi-Cal).
 - Recommendations, suggestions, or comments for improving services/processes.
21. Attachment A - Technical Exhibit 6.3, **CONTRACTOR QUALIFICATIONS**, is amended to add the following to **Qualifications of LACOE Staff:**
- Principal System Specialist will be a college graduate, and will be responsible to document and report on children in the After-School Enrichment Program who are on Food Stamps and Medi-Cal.
22. Attachment B-7 - CONTRACTOR's budget is revised to add Attachment B-7, Revised CONTRACTOR's budget.

All other terms and conditions remain in full force and effect.

The parties have caused this Amendment to be executed by the authorized representatives.

COUNTY OF LOS ANGELES

By _____
Bryce Yokomizo, Director
Department of Public Social Services

Date

APPROVED AS TO FORM:
LLOYD W. PELLMAN, COUNTY COUNSEL

By _____
Deputy County Counsel

Date

LOS ANGELES COUNTY OFFICE OF EDUCATION

By _____
Marilyn T. Gogolin, Acting Superintendent
Los Angeles County Office of Education

Date

PERFORMANCE REQUIREMENT SUMMARY CHART

Required Services (1)	Performance Indicator (2)	Standard(s) (3)	Allowable Deviation from Perfect Performance (ADPP) (4)	Monitoring Methods (5)	Monthly Unsatisfactory Performance Indicator Points For Exceeding the ADPP (6)
Section IV Paragraph 7.0 Page 5	Invoice submitted timely	Invoice received by the 15 th calendar day following the report month.	10%	Review Invoice	5 points per each day late
Attachment A Section 1.1.2 Scope of Work Page 39	Program/Services provided	Each school site shall offer integrated educational, health, social, recreational and cultural services. Students will be involved in , small and large group activities in a supervised environment. The program will address the needs of elementary school children as unique individuals in their schools, families, and communities.	10%	Review Reports	5 points per each infraction

PERFORMANCE REQUIREMENT SUMMARY CHART

Required Services (1)	Performance Indicator (2)	Standard(s) (3)	Allowable Deviation from Perfect Performance (ADPP) (4)	Monitoring Methods (5)	Monthly Unsatisfactory Performance Indicator Points For Exceeding the ADPP (6)
Attachment A Section 1.3.1 Contract Manager Availability Page 42	Contract Manager or alternate available.	Contract Manager or alternate available Monday - Friday, during normal business hours.	10%	100% review	2 points for each infraction
Attachment A Section 3.1.4 Page 48	GEARS work station	Contractor shall utilize DPSS GEARS and Single Index to verify eligibility to participate in the ASEP	10%	Review reports	5 points per each infraction
Attachment A Section 5.6.2 Page 53	Reports submitted timely	Contractor submits the Monthly Management Report by the fifteenth (15 th) of each month to the CCA	10%	Review reports	5 points each day late

LOS ANGELES COUNTY OFFICE OF EDUCATION
 After-School Enrichment Program
 Budget FY 2002-2003
 (9 Months)

Attachment B-7

Cost Category	Fiscal Year 2002-2003 Oct 2002 through June 2003
Direct & Indirect - LACOE Costs	
Salaries	
Project Coordinator	\$ 75,825
Regional Coordinator	\$ 42,849
Regional Coordinator	\$ 29,997
Regional Coordinator	\$ 41,919
Regional Coordinator	\$ 41,547
Regional Coordinator	\$ 41,361
Consultant	\$ 25,208
Principal System Spec.	\$ 34,412
Administrative Analyst	\$ 54,945
Assistant Administrative Analyst	\$ 46,134
Assistant Administrative Analyst	\$ 38,961
Office Assistants (6 pos.)	\$ 78,093
Temporary Office Workers (2 pos.)	\$ 31,176
Total Salaries	\$ 582,427
Benefits	
OASDI	\$ 34,547
Medicare	\$ 8,079
Health & Welfare	\$ 56,677
State Unemployment	\$ 727
Workers' Comp	\$ 23,312
Accum. Vac/Illness	\$ 2,240
Total Benefits	\$ 125,582
Total Salaries & Benefits	\$ 708,008
General Operating Costs	
Supplies	
General Office	\$ 7,500
Trng Materials, prog manuals...	\$ 6,000
Computer Software	\$ 1,500
Network charges	\$ 5,250
Utilities - Telephone	\$ 6,000
Utilities - Cell phone charges	\$ 1,875
Rent/Lease Eqmt-pagers	\$ 375
Travel/Conference	
Mileage:	\$ 7,500
Trngs/Confs/Inservs	\$ 2,250
Supplies - Mtg/Conf Materials	\$ 1,500
Travel/Conference	
Regional Trngs/Mtgs	\$ 2,250
Transportation - Buses	
Support - Documented Direct	\$ 26,250
Evaluation	\$ 75,000
Total General Operating Cost	\$ 143,250
Indirect @ 10.0%	\$ 85,126
Total Direct and Indirect Costs	\$ 936,384
Direct Services - School Sites Costs	
Ongoing Operational Support Costs	\$ 7,953,929
Total Budget Amount	\$ 8,890,313

**AFTER SCHOOL ENRICHMENT PROGRAM CONTRACT
MONTHLY INVOICE**

REPORT MONTH:
Vendor #:
Contract #: 72139
Vendor Taxpayer ID # 95-6000942

Los Angeles County Office of Education
9300 Imperial Hwy, ECE 103, Downey CA 90242-2890
562/803-8436

ADMINISTRATIVE UNIT

DIRECT AND INDIRECT COSTS

PERSONNEL:	No. of Positions	Monthly Salary	Time Allocated	Welfare To-Work	Non Welfare To- Work	Total
Project Coord.	1		100			0.00
Regional Coord.	1		100			0.00
Regional Coord.	1		100			0.00
Asst. Adm. Analyst	1		100			0.00
Asst. Adm. Analyst	1		100			0.00
Admin Aide	1		100			0.00
Student Intern	1		100			0.00
Student Intern	1		100			0.00
Consultant	1		100			0.00
Total Salaries:				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
FRINGE/EMPLOYEE BENEFITS:						
PERS						0.00
OASDI						0.00
MEDICARE						0.00
HEALTH & WELFARE						0.00
UNEMP. INS.						0.00
WORKER'S COMP. INS.						0.00
GASB						0.00
Total Fringe/Employee Benefits:				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL COSTS				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
OPERATING EXPENSES	No. of Items	Unit Cost	Monthly Cost			Total
General & Site Supplies/Equipment						0.00
Inservice Training						0.00
Transportation: Mileage Reimbursement						0.00
Evaluation						0.00
Contracts						0.00
Utilities						0.00
Other - Documented Direct Support						0.00
Travel						0.00
TOTAL OPERATING COSTS:				<u>0.00</u>	<u>0</u>	<u>0.00</u>
TOTAL ADMINISTRATIVE UNIT - DIRECT COSTS:				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Approved Indirect Cost Rate: 10%				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
GRAND TOTAL ADMIN. UNIT DIRECT AND INDIRECT COSTS:				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

PRELIMINARY DEVELOPMENT COSTS - ADVANCE PAYMENTS

		ADMIN UNIT	READINESS/DEV.	TOTAL
Cash Balance Carried Forward				0.00
Cash Advanced Requested this Period		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
ACTUAL COSTS (DETAIL ATTACHED)	Aug, 1999	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET BALANCE - TO BE OFFSET		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Patricia Smith, Financial Officer
Controller's Office
Federal, State, and Special Grants and Contracts Section

Date

DIRECT SERVICES - SCHOOL SITE COSTS					CURRENT MONTH ACTUALS	YEAR-TO-DATE ACTUALS
Jury Service	School Site	Employee Name	# of Days served	Salary	_____	_____
ON-GOING OPERATIONAL COSTS (DETAIL ATTACHED)					_____	_____
TOTAL DIRECT SERVICES					=====	=====
GRAND TOTAL MONTHLY AMOUNT INVOICED						
<i>TOTAL INVOICE MONTH FOR CURRENT MONTH</i>					<u>0.00</u>	

ON-GOING DIRECT SERVICES COSTS DETAIL (CalWORKs, FOOD STAMPS, AND MEDI-CAL) DETAIL ATTACHED

School Name	Case Name	Category (CalWORKs etc.)	SSN or Case Number	Name of Child	Total Hours	Rate	Amount
--------------------	------------------	--	-----------------------------------	----------------------	--------------------	-------------	---------------