County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

MARJORIE KELLY
Interim Director

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

September 20, 2002

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:

REQUEST TO APPROVE FOSTER YOUTH TRAINING AGREEMENT WITH CALIFORNIA YOUTH CONNECTION, INC.
(ALL DISTRICTS) (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve, adopt and instruct the Chairman to execute an Agreement with California Youth Connection, Inc. (CYC) to provide leadership and legislative advocacy training to foster youth and former foster youth in Los Angeles County, for the maximum contract amount of $100,000, for the period October 1, 2002 through September 30, 2003. The funding is included in the Department of Children and Family Services (DCFS) FY 2002-2003 Adopted Budget and is 100% federal funds, with no net County Cost (NCC)

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to permit DCFS to enter into an Agreement with CYC to provide leadership and legislative advocacy training to foster youth and former foster youth in Los Angeles County. This training provides these youth with the knowledge and techniques necessary to educate and inform the public and policymakers on needed improvements to California's system of foster care. The Agreement will also allow this training to be provided locally, in contrast to previous years in which the County assumed the expense and liability for transporting youth to San Francisco to receive the training. A pre-bid survey has determined that CYC is the only agency in Los Angeles County that demonstrated that it met the minimum requirements for conducting this training for foster youth and former foster youth.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County Strategic Plan by ensuring access of foster youth and former foster youth to emancipation and post-emancipation services (Goal #1 – Service Excellence, Strategy #2 – Design seamless ["One County"] service delivery systems), and transcending functional and jurisdictional boundaries to ensure the well-being of these youth (Goal #5 - Children and Families Well-Being, Strategy #1: Coordinate, collaborate, and integrate services for children and families across functional and jurisdictional boundaries).

This program meets one of the exemptions for timely submission of Agreements contained in Board Order No. 70, approved by the Board on September 19, 2000. Specifically, this program is critically needed to continue to provide foster youth with a local vehicle for leadership and legislative advocacy training that will eliminate the transportation costs, liability and safety issues associated with transporting a large number of youth to CYC's headquarters to receive this training. If this program is not approved, the County will have to assume liability for the costs and risks of transporting youth to San Francisco for this training, which will also limit the numbers of foster youth who can participate. DCFS delayed filing this Board letter until another interested respondent in the pre-bid survey released July 10, 2002 was given a second opportunity to provide additional information regarding meeting the minimum requirements for this program.

FISCAL IMPACT/FINANCING

The cost of $100,000 for the Agreement will come from 100% federal Independent Living Program (ILP) funds. There will be no NCC. The funding is included in the DCFS FY 2002-03 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CYC is the successor organization in the County to the Foster Youth Connection, previously funded by DCFS as a forum for foster youth and former foster youth to educate the public regarding foster youth issues. The State Legislature established and recognized CYC as an effective avenue for communicating with and training foster youth and voicing their concerns regarding needed changes in laws affecting foster youth. During October 25, 2001 through September 30, 2002, DCFS utilized the purchase order process to fund CYC for $99,999 for a first year of leadership and legislative advocacy training in the County.

In the attached Agreement, the County will contract with CYC for the period October 1, 2002 through September 30, 2003 to provide leadership and legislative advocacy training for foster youth locally. This will avoid the transportation costs, liability, and

safety issues associated with transporting youth to CYC's headquarters in San Francisco for this training. In addition to providing leadership and legislative advocacy training, CYC is also required by the Agreement to operate an area office in Los Angeles County during the period of the Agreement for the purpose of the training and to perform other related activities, including outreach and technical assistance to the local CYC chapter. The Agreement sets goals with regard to total numbers of youth to be served and number of training hours to be provided. DCFS has evaluated and determined that the Living Wage Program (County Code 2.201) does not apply to the recommended Agreement.

This Board letter has been reviewed by the Chief Administrative Office (CAO) and County Counsel, and County Counsel has approved the attached Agreement as to form. CYC is in compliance with all Board, CAO and County Counsel requirements.

CONTRACTING PROCESS

Two successive pre-bid surveys have established that CYC is the only qualified provider in the County for the leadership and legislative advocacy training for foster youth and former foster youth. A 2001 pre-bid survey yielded one response in addition to CYC, a private individual who did not meet the minimum requirements. A second pre-bid survey, issued on July 10, 2002, and advertised in local newspapers and on the internet at the County's bidders' web site, yielded one response in addition to CYC. Although DCFS requested additional information from the interested agency, its first and second response did not successfully demonstrate that it met all of the minimum requirements set out in the pre-bid notice.

The attached Agreement is a result of procurement by negotiation as permitted by the California Department of Social Services' Manual Letter OPS-01-02, Chapter 23-650 (Procurement by Negotiation).

IMPACT ON CURRENT SERVICES

Approval of the recommended action will allow continuation of CYC as a provider of leadership and legislative advocacy training to foster youth and former foster youth in Los Angeles County. This training will assist the maturation process for many foster youth and provide them with new avenues by which to achieve personal and economic self-sufficiency and help other foster youth. CYC will also benefit by being able to outreach to many more foster youth and former foster youth and provide them with the tools necessary to enhance their own personal growth as well as encourage their input into political recommendations for assisting foster youth as a group in the future. The public will also benefit by receipt of appropriate input and suggested improvements to California system of foster care by youth who have been in the system.

CONCLUSION

Upon execution of the attached Agreement by your Board, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board letter and executed Agreement to:

1. Department of Children and Family Services
   Attention: Theresa Wisda, Contract Manager
   425 Shatto Place, Room 205
   Los Angeles, California 90020

2. County Counsel, Children's Services
   Attention: Kathleen Felice, Senior Deputy County Counsel
   201 Centre Plaza Drive
   Monterey Park, California 91754-2143

3. Janet Knipe, Executive Director
   California Youth Connection, Inc.
   417 Montgomery Street, Suite #900
   San Francisco, California 94104-3820

Respectfully submitted,

MARJORIE KELLY
Interim Director

MK:rd

Attachment (1)

c: Chief Administrative Officer
   Executive Officer, Board of Supervisors
   County Counsel

AGREEMENT

FOR

LEADERSHIP AND LEGISLATIVE ADVOCACY TRAINING

FOR FOSTER YOUTH AND FORMER FOSTER YOUTH

BETWEEN

THE COUNTY OF LOS ANGELES

AND

CALIFORNIA YOUTH CONNECTION, INC.

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Exhibit C-Certification of Independent Price Determination

Exhibit D-Contractor's Equal Employment Opportunity (EEO) Certification

Exhibit E-Community Business Enterprise Form (CBE)

Exhibit F-Employee Acknowledgment and Confidentiality Agreement

Exhibit G-Auditor-Controller Contract Accounting and Administration Handbook

Exhibit H-Internal Revenue Notice 1015

Exhibit I-Child Support Compliance Program Certification

Exhibit J-Jury Service Program Certification

AGREEMENT
FOR
LEADERSHIP AND LEGISLATIVE ADVOCACY TRAINING
FOR FOSTER YOUTH AND FORMER FOSTER YOUTH

(hereinafter referred to as "Agreement").

This Agreement is made and entered into this _____ day of _____, 2002, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

California Youth Connection, Inc.
hereinafter referred to as
"CONTRACTOR"

W I T N E S S E T H

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide leadership and legislative advocacy training to foster youth and former foster youth; and

WHEREAS, COUNTY has determined that the services to be provided under this Agreement are an important method to promote the maturation of foster youth and former foster youth and to assist them in helping other foster youth while also attaining greater personal and economic self-sufficiency as they move toward the responsibilities of adulthood; and

WHEREAS, the California Department of Social Services has allocated federal Independent Living Program funds to the COUNTY for the purpose of funding programs that assist foster youth and former foster youth in becoming responsible and self-sufficient adults; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

A. “Contract” means a legally binding Agreement between two parties;
B. “Day(s)” means calendar day(s) unless otherwise specified;
C. “DCFS” means COUNTY’s Department of Children and Family Services;
D. “Director” means COUNTY’s Director of Children and Family Services or her authorized designee;
E. “Fiscal Year(s)” means COUNTY’s Fiscal Year which commences July 1 and ends the following June 30;
F. “Program Manager” means COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities;
G. "Project" means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work;
H. “Subcontract” means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS

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

1.2 Exhibits A, B, C, D, E, F, G, H, I, and J set forth below are attached to and incorporated by reference in this Agreement.

1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A - Statement of Work
Exhibit B - Budget
Exhibit C - Certification of Independent Price Determination
Exhibit D - Contractor’s Equal Employment Opportunity (EEO) Certification
Exhibit E - Community Business Enterprise Form (CBE)
Exhibit F - Employee Acknowledgment and Confidentiality Agreement
Exhibit G - Auditor-Controller Contract Accounting and Administration Handbook
Exhibit H - Internal Revenue Notice 1015
Exhibit I - Child Support Compliance Program Certification

Exhibit J - Jury Service Program Certification

2.0 CONTRACTOR'S WORK

2.1 Pursuant to the provisions of this Agreement, CONTRACTOR shall provide COUNTY with leadership and legislative advocacy training as defined herein and as more fully set forth in Exhibit A, Statement of Work.

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

3.0 TERM AND TERMINATION

3.1 The term of this Agreement shall commence on October 1, 2002 or date of approval by COUNTY Board of Supervisors, whichever is later, and shall continue through September 30, 2003, unless terminated earlier as provided herein.

4.0 CONTRACT SUM

4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Agreement, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.0, Payment and Invoices, provided that the total amount payable under this Agreement is $100,000 **("**Maximum Contract Sum").

4.2 CONTRACTOR has prepared and submitted to COUNTY a Budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Agreement. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 12.0 hereof, CONTRACTOR shall prepare and submit an amended Budget.

4.3 The Maximum Contract Sum shall not exceed $100,000 for the contract period from October 1, 2002 or date of approval by the Board of Supervisors, whichever is later, through September 30, 2003.

4.4 COUNTY has no obligation to pay for expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

5.0 PAYMENT AND INVOICES

5.1 CONTRACTOR may request a single advance of up to 25 percent of total funds described in Section 4.0, Contract Sum for the purpose of start-up activities related to this contract. The request for an advance shall be in writing, and provide detail on the budget items and amounts requested in the advance.

5.2 CONTRACTOR shall send the original advance payment request to be approved to:

County of Los Angeles
Department of Children and Family Services
Finance Section
425 Shatto Place, Room 204
Los Angeles, California 90020

And a duplicate copy of the invoices to:

William E. Gay, Program Manager
County of Los Angeles
Department of Children and Family Services
Adolescent and Special Programs Section
1373 E. Center Court Drive, Suite 200
Covina, CA 91724

Upon receipt of CONTRACTOR's advance payment request, Finance shall forward the request to the County Program Manager, or designee for review and approval. The County Program Manager shall review the detailed charges to ensure charges are appropriate and in accordance with the budget and budget items in Exhibit B. Upon approval of the advance payment request, the County Program Manager, or designee, shall return the advance payment request to the Finance Office for payment.

5.3 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five percent (5%) of the annual contract sum for each year between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the five percent (5%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

William E. Gay, Program Manager
County of Los Angeles
Department of Children and Family Services
Adolescent and Special Programs Section
1373 E. Center Court Drive, Suite 200
Covina, CA 91724

And a duplicate copy of the Budget modification request to:

Department of Children and Family Services
Contract Management Services
Attention: Contract Administrator
425 Shatto Place, Room 205
Los Angeles, California 90020

5.4 Expenditures made by CONTRACTOR in the operation of this Agreement shall be in compliance and conformity with Office of Management and Budget (OMB) Circular, A-122 and the line item budget categories of Exhibit B, Budget.

5.5 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days at COUNTY's sole discretion as long as sufficient funds remain under this Agreement. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Budget.

5.6 CONTRACTOR shall submit the original monthly invoice to the Finance Office and one copy to the COUNTY Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles
Department of Children and Family Services
Attention: Contract and Grant Payments Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

And a duplicate copy of the invoices to:

William E. Gay, Program Manager
L.A. County Department of Children and Family Services
Adolescent and Special Programs Section
1373 E. Center Court Drive, Suite 200
Covina, CA 91724

5.7 Upon receipt of CONTRACTOR's monthly invoice, Finance shall forward the invoice to COUNTY Program Manager, or designee, for review and approval. The COUNTY Program Manager shall review the detailed charges to ensure charges are in accordance with the Agreement terms and that invoice services have been received.

5.8 Upon approval of the monthly invoice, the COUNTY Program Manager, or designee, shall return the invoice to the Finance Office for payment.

5.9 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Agreement. Further, if CONTRACTOR receives an advance, the amount of the advance shall be repaid to the COUNTY in nine (9) equal withholdings from the money due CONTRACTOR for the months October 2002 through June 2003, and shall not compromise CONTRACTOR's ability to provide the activities and deliverables described in Exhibit A (Statement of Work) of this Agreement. CONTRACTOR may repay an advance earlier at its discretion. CONTRACTOR further agrees that upon expiration and termination of this Agreement, any advanced funds which exceed payments due the CONTRACTOR under this Agreement shall be returned to the COUNTY within thirty (30) calendar days after expiration or termination of the Agreement. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed, and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Agreement.

5.10 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

5.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by DCFS' Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment, or shall be set off against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

5.13 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0 and 11.0 of this Agreement, when expenditures under this Agreement total seventy-five (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0 and 11.0 of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses, which are set forth in Sections 5.0 and 11.0.

6.0 RECORDS AND AUDITS

6.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Operating Handbook. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

6.2 CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

6.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR

shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

6.4 CONTRACTOR shall be responsible for annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

6.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including the interview of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Agreement. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and Board members in all such efforts.

6.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, or the State of California. In the event this Agreement is subject to Audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

6.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may withhold reimbursement or terminate this Agreement.

7.0 AUDIT SETTLEMENT

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for

such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at the COUNTY's discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at COUNTY's option, credited against future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY's maximum obligation for this Agreement exceed the Maximum Contract Sum.

8.0 INDEMNIFICATION

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

9.0 GENERAL INSURANCE REQUIREMENTS

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 subcontractors 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.

9.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contract Administrator, Theresa Wisda, Contract Manager, 425 Shatto Place, Room 205, Los Angeles, California 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

9.1.1 Specifically identify this Agreement.

9.1.2 Clearly evidence all coverages required in this Agreement.

9.1.3 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.

9.1.4 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.

9.1.5 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.

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

9.3 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 Agreement 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.

9.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

9.4.1 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.

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

9.4.3 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.

9.4.4 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.

9.5 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.

9.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

9.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

9.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10.0 INSURANCE COVERAGE REQUIREMENTS:

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

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

10.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”

10.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible.

10.4 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

10.5 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

11.0 NOTICES

11.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Marjorie Kelly, Interim Director
Department of Children and Family Services
Contract Administration
Attention: Contract Administrator
425 Shatto Place, Room 205
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to:

Janet Knipe, Executive Director
California Youth Connection
604 Mission Street, Ninth Floor
San Francisco, CA 94105

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

11.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR or of a co-partner; or if the CONTRACTOR is a corporation, an officer or member of the corporation; or by the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall in any case be sufficient notice.

12.0 CHANGES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions

as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

12.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes, which affect the scope of work.

12.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

12.3 For purposes of Sections 12.1 and 12.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0 of this Agreement.

12.4 Notwithstanding the provisions of Sections 12.1 and 12.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement which increase payments to CONTRACTOR which are commensurate with increases in the units of service being provided under this Agreement under the following conditions:

12.4.1 COUNTY's total payments to CONTRACTOR shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement.

12.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.

12.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement.

12.4.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Agreement

changes, in writing, within fifteen (15) days following execution of such amendment.

13.0 ASSIGNMENT/DELEGATION OF RIGHTS

13.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 22.0, Events of Default herein and shall be null and void, subject to waiver by COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.

13.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.

13.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar Agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar Agreements.

13.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which COUNTY may have against CONTRACTOR, whether under this Agreement or otherwise.

14.0 SUBCONTRACTING

14.1 No performance of this Agreement or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY DCFS Director. Any attempt by CONTRACTOR to subcontract

performance of any of the terms of this Agreement, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith. CONTRACTOR shall submit each subcontract to the COUNTY for written approval prior to subcontractor performing any work hereunder.

14.2 All of the provisions of this Agreement and any Amendment(s) hereto shall extend to and be binding upon subcontractors, provided that assignment or delegation of rights under a subcontract by subcontractors shall not require COUNTY approval. The CONTRACTOR shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY of Los Angeles."

14.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.

14.4 CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Agreement. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:

14.4.1 An executed Employee Acknowledgment and Confidentiality Agreement (see Exhibit F) executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.

14.4.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Section 10.0 of this Agreement (Insurance Coverage Requirements), and

14.4.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

14.5 CONTRACTOR shall provide COUNTY's Program Manager with copies of all executed subcontracts.

14.6 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible

for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

14.7 Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

14.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or their officers, employees, and agents.

15.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the 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. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Agreement.

16.0 COVENANT AGAINST CONTINGENT FEES

16.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for either a flat fee, a percentage commission or any other form of remuneration.

16.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Agreement and/or, at its sole discretion, require the CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

17.0 DISCLOSURE OF INFORMATION

17.1 The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publicizing its role under this Agreement within the following conditions:

17.1.1 CONTRACTOR shall develop all publicity material in a professional manner.

17.1.2 During the course of performance of this Agreement, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

17.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide services, provided, however, that the requirements of this provision shall apply.

18.0 COMPLIANCE WITH APPLICABLE LAWS

18.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

18.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

18.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

18.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended

by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

18.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

18.3 ONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 18.1.

19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

20.0 NON-DISCRIMINATION IN EMPLOYMENT

20.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled “Equal Employment Opportunity,” Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

20.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. 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.

20.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.

20.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by COUNTY.

20.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Agreement. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Agreement.

20.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

21.0 CLIENT GRIEVANCES

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY's Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from date of the request.

22.0 EVENTS OF DEFAULT

22.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Agreement if either of the following circumstances exist:

22.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

22.1.2 CONTRACTOR fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.

22.2 Default for Insolvency

COUNTY may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following:

22.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

22.2.2 The filing of a voluntary petition in bankruptcy;

22.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

22.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

22.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

23.0 TERMINATION FOR CONTRACTOR'S DEFAULT

23.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 22.0, Events of Default, this Agreement may be subject to termination either immediately or within such longer time period as noticed by COUNTY.

23.2 In the event COUNTY terminates this Agreement in whole or in part as provided in this Agreement, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 23.2, over and above the contract sum, shall be charged against the CONTRACTOR and/or its sureties.

23.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.

23.4 In the event that, following services of the Notice of Termination of this Agreement under the provisions of this Agreement, it is determined for any

reason that CONTRACTOR was not in default under the provisions of this Agreement or that the default was excusable under provisions of this Agreement, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

24.0 TERMINATION FOR IMPROPER CONSIDERATION

24.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

24.2 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 (213) 974-0914 or (800) 544-6861.

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

25.0 TERMINATION FOR CONVENIENCE

25.1 The performance of services under this Agreement may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest. Termination of services hereunder shall be effected by delivery to CONTRACTOR of a thirty (30) day advance notice of termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

25.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

25.2.1 Stop services under this Agreement on the effective date of termination.

25.2.2 To the extent possible, continue to perform, as required by this Agreement until the effective date of termination.

25.3 After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. 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 as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement for any terminated services.

25.4 Subject to the provisions of Section 25.3 above, COUNTY and CONTRACTOR shall make a good faith attempt to agree upon an amount due to CONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Agreement. If after a good faith effort, an amount due CONTRACTOR is not agreed upon, COUNTY shall determine the amount due CONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which CONTRACTOR or its subcontractor(s) has satisfactorily provided. COUNTY shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

26.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

26.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

26.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

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

26.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a 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. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

26.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

26.7 These terms shall also apply to Subcontractors of COUNTY Contractors.

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

27.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

27.2 All funds for payment are conditioned upon the COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar Board of Supervisors' action.

27.3 In the event the COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year to meet the CONTRACTOR's anticipated obligations to providers under contracts, then services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

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

28.0 CONFLICT OF INTEREST

28.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of COUNTY who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.

28.2 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 Agreement. CONTRACTOR warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which 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, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

29.0 EMPLOYEE BENEFITS AND TAXES

29.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

29.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Agreement or CONTRACTOR's performance hereunder.

30.0 NOTICE TO EMPLOYEES REGARDING THE 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 Internal Revenue Services Notice 1015.

31.0 CONFIDENTIALITY

31.1 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgment and Confidentiality Agreement", Exhibit F. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

31.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

32.0 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

32.1 The Director shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager in order to inspect

and review CONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement.

32.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures at any reasonable time.

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

32.4 At the request of COUNTY, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

32.5 CONTRACTOR shall prepare and submit to COUNTY's Program Manager a written semi-annual report describing the services provided throughout each Fiscal Year. The CONTRACTOR's semi-annual report shall include, but not be limited to:

32.5.1 Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Agreement, and any difficulties encountered that could jeopardize the completion of the project or milestones or deliverables within the schedule.

33.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the

period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

34.0 CRIMINAL CLEARANCES

34.1 For the safety and welfare of the children to be served under this Agreement, at any time prior to, or during, the term of this Agreement, the COUNTY may require that all CONTRACTOR staff performing work under this Agreement undergo and pass, to the satisfaction of COUNTY, one or more background investigations, as a condition of beginning and/or continuing to work under this Agreement. COUNTY shall, in its sole discretion, determine the method of background investigation to be used and this method may include a COUNTY performed finger print security clearance. The fees associated with conducting the background investigation shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background investigation.

34.1.1 For purposes of the requirement in section 34.1, "CONTRACTOR staff" shall include all current and prospective employees, independent contracts, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of this Agreement or a subcontract of its services.

34.1.2 CONTRACTOR shall maintain, during the term of this Agreement, the complete results of each background investigation performed pursuant to section 34.1.

34.1.3 Upon request of COUNTY, CONTRACTOR shall, within forty-eight (48) hours, provide COUNTY with the complete written results of all of the arrest and conviction records required pursuant to section 34.1.

34.1.4 COUNTY may also require that some or all of CONTRACTOR's staff performing work under this Agreement submit to subsequent background investigations. COUNTY, in its sole discretion, shall determine the frequency and method of any subsequent background investigations.

34.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who

may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

34.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	**TITLE**
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration
243.4	Sexual battery
245	Assault with a deadly weapon or force likely to produce great bodily injury
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.

SECTION	TITLE
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony

35.0 CHILD SUPPORT COMPLIANCE PROGRAM

35.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program:

35.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-

ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

35.1.2 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 District Attorney 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).

35.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

35.3 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 35.1 "Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this contract pursuant to paragraph 23.0, "Termination for Contractor's Default."

35.4 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement.

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

36.0 FORMER FOSTER YOUTH CONSIDERATION

36.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform services set forth herein,

CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Bureau Chief
Bureau of Children and Family Services
Department of Children and Family Services
425 Shatto Place
Los Angeles, California 90020

36.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s) requests for application(s) may be sent, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).

36.3 CONTRACTOR is exempt from the provisions of this Section if it is a government entity.

37.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

38.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

39.0 USE OF RECYCLED-CONTENT PAPER

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

40.0 PROPRIETARY RIGHTS

40.1 COUNTY and CONTRACTOR agree that all software, materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

40.2 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."

40.3 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 40.2. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

40.4 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 40.3 for:

40.5 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 40.2;

40.5.1 Any materials, data and information covered under Section 40.1; and

40.5.2 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

40.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

40.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or

problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

40.8 The provisions of Sections 40.4, 40.5, and 40.6 shall survive the expiration or termination of this Agreement.

41.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Agreement shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five hundred dollars ($500.00) or more, with a useful life of more than two (2) years. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Agreement and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Agreement to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

42.0 CHILD ABUSE PREVENTION REPORTING

42.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

42.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

42.2.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

42.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

42.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

43.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of Certification Application and it is attached to this Agreement as Exhibit E.

44.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

45.0 DISPUTE RESOLUTION PROCEDURE

45.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes, which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 45.0.

45.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

45.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.

45.4 In the event that the Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant to Executive Director and COUNTY's Program Administrator for further consideration and discussion to attempt to resolve the dispute.

45.5 In the event that CONTRACTOR's Assistant to Executive Director and COUNTY's Program Administrator are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to

CONTRACTOR's Executive Director and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.

45.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 45.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).

45.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 23.0, Termination for Default, Section 25.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 40.0, Proprietary Rights and Section 31.0, Confidentiality, shall not be subject to this Section 45.0, Dispute Resolution Procedure.

46.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

46.1 Written Employee Jury Service Policy

46.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

46.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has

received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (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 ninety (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.

46.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at it 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.

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

47.0 INTERPRETATION OF CONTRACT

47.1 Validity

The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

47.2 Governing Laws, Jurisdiction and Venue

This Agreement shall be construed in accordance with and governed by 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 Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

47.3 Waiver

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

AGREEMENT FOR LEADERSHIP AND LEGISLATIVE ADVOCACY TRAINING FOR FOSTER YOUTH AND FORMER FOSTER YOUTH

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer(s) on the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she (they) is (are) authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By_____

CALIFORNIA YOUTH CONNECTION, INC.

By _____

Name Janet Knipe

Title Executive Director

By _____

Name _____

Title _____

94-3141616
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

BY _____
Kathleen D. Felice, Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK FOR CALIFORNIA YOUTH CONNECTION (CONTRACTOR)

1.0 GENERAL REQUIREMENTS AND PROJECT DESCRIPTION

The California Youth Connection, Inc., hereinafter referred to as CONTRACTOR, will provide leadership and legislative advocacy training to foster youth and former foster youth of Los Angeles County in order to assist these youth in gaining leadership and legislative advocacy skills that will prepare them to educate the public on foster youth issues and advocate for improvements in California's foster youth system. CONTRACTOR will provide 8 hours of training for up to 100 foster youth and former foster youth. CONTRACTOR will also conduct ancillary activities, including the operation of a local CYC office for the benefit of local foster youth, and monthly 1-hour training to strengthen the local CYC chapter and organize new branches where possible. CONTRACTOR will perform the specific activities and complete the deliverables in Section 7.0 of this Statement of Work, entitled "Required Contract Activities and Deliverables."

2.0 DEFINITIONS

2.1 Confidential Information

Information which, by law, may only be released to specified persons under specified conditions/circumstances. Such information includes the name, address, photographs, recipient status, juvenile records, medical records, psychiatric records, and all other information concerning the circumstances or identity of any individual for whom information is obtained in the course of investigating or administering a Child Welfare Services case.

2.2 COUNTY Program Manager

The individual designated by the County of Los Angeles responsible for managing all phases of County operations relating to this project.

2.3 California Youth Connection Chapter

A California Youth Connection "chapter" refers to the organizational unit of the California Youth Connection for a given geographical county, such as Los Angeles County, consisting of adult volunteers and foster youth and former foster youth.

2.4 California Youth Connection Branch

A California Youth Connection "branch" may be any organizational subgrouping within a county as determined by and for the convenience of the California Youth Connection in pursuing its outreach, training, and other activities.

2.5 Leadership and Legislative Advocacy Training

"Leadership and legislative advocacy training" shall mean the training approach and model used by CONTRACTOR throughout the State to encourage foster youth and former foster youth to become community leaders and effective advocates for meaningful legislative or policy changes to improve services to foster youth in California.

3.0 ISSUES

CONTRACTOR shall ensure that the following issues are addressed in the conduct of all services or activities under this Statement of Work:

3.1 The safety of children under the care of DCFS is of the utmost importance.

3.2 Information regarding all DCFS foster youth clients is confidential information.

3.3 The diverse population of Los Angeles County requires sensitivity to the differing backgrounds and expectations of foster youth and former foster youth.

4.0 PROJECT ORGANIZATION

4.1 COUNTY has designated a Program Manager from DCFS to do the following: (1) oversee, administer, and monitor the work performed by CONTRACTOR in accordance with this Statement of Work; and (2) provide technical leadership to ensure that CONTRACTOR meets or exceeds minimum requirements and program objectives.

The COUNTY Program Manager shall be:

William E. Gay, Program Manager
County of Los Angeles
Department of Children and Family Services
Adolescent and Special Programs Section
1373 E. Center Court Drive, Suite 200
Covina, CA 91724

Phone: (626) 938-1607
Fax: (626) 859-3749

4.2 The CONTRACTOR will be directly responsible for the performance of all work in accordance with this Statement of Work. CONTRACTOR'S Program Manager shall be:

Janet Knipe, Executive Director
California Youth Connection
604 Mission Street, Ninth Floor
San Francisco, CA 94105

Phone: (415) 442-5060, Ext. 15
Fax: (415) 442-0720

5.0 PROJECT MANAGEMENT RESPONSIBILITIES AND REQUIREMENTS

COUNTY:

5.1 Overall project coordination between CONTRACTOR and COUNTY shall be through the COUNTY Program Manager or designee.

5.2 The COUNTY Program Manager or designee shall have full authority to inspect and monitor any and all of CONTRACTOR's work in progress in its day-to-day operation. The purpose of such inspections will be to verify progress and ensure that work products are in conformance with the requirements of Section 7.0 of this Statement of Work ("Required Contract Activities and Deliverables"). CONTRACTOR shall immediately correct deviations from these requirements upon written notice from the COUNTY Program Manager. CONTRACTOR shall submit a written corrective action plan to COUNTY documenting how CONTRACTOR intends to remedy such deficiency(ies).

5.3 The COUNTY Program Manager shall provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

5.4 The COUNTY Program Manager is not authorized to make any changes to the Agreement and exhibits and is not authorized to obligate the COUNTY in any way whatsoever.

CONTRACTOR:

5.5 CONTRACTOR will be required to maintain ongoing, continuous contact with COUNTY. CONTRACTOR shall not schedule or conduct any meetings or negotiations on behalf of COUNTY or DCFS.

5.6 CONTRACTOR shall be given reasonable access to appropriate personnel, pertinent documentation, and any additional information relevant to this Statement of Work.

5.7 CONTRACTOR will fully comply with Federal statutes and regulations regarding employment of aliens and certify to COUNTY that CONTRACTOR and its assigned employees fully meet the standards imposed by Federal statutes and regulations. CONTRACTOR will indemnify, defend, and hold COUNTY harmless from any sanctions which may be assessed against CONTRACTOR for violation of Federal statutes pertaining to employment of aliens.

5.8 CONTRACTOR personnel (including Janet Knipe and her two subordinates in the local CYC office) shall be available to authorized COUNTY personnel during normal work hours (8:00 a.m. to 5:00 p.m., Pacific Standard Time/Pacific Daylight Time, Monday through Fridays, except COUNTY holidays).

5.9 To further assure the safety of all children under the COUNTY's care, CONTRACTOR agrees to fingerprinting of all CONTRACTOR personnel and any volunteers working pursuant to this Agreement, upon request of the COUNTY Program Manager, using Live Scan equipment available at the Department. CONTRACTOR shall comply with the fingerprinting request within 24 hours of the COUNTY Program Manager's request. Failure to comply may be considered a material breach of this agreement and may result in termination of this agreement, at the sole discretion of the COUNTY.

6.0 SCOPE OF WORK

CONTRACTOR will conduct leadership and legislative advocacy training for up to 100 foster youth and former foster youth in Los Angeles County using CONTRACTOR's established training curriculum. CONTRACTOR will also perform activities ancillary to the training, including monthly interfaces/training with youth of the local CYC chapter, and organization of new CYC branches in the County where possible. CONTRACTOR will perform the specific activities and complete the specific deliverables described and required of the CONTRACTOR as prescribed in Section 7.0, "Required Contract Activities and Deliverables," immediately below.

7.0 REQUIRED CONTRACT ACTIVITIES AND DELIVERABLES

7.1 LEADERSHIP AND LEGISLATIVE ADVOCACY TRAINING

CONTRACTOR shall provide leadership and legislative advocacy training to up to 100 current and former foster youth. The specific deliverables/types of training for this activity are:

7.1.1 CONTRACTOR shall conduct a minimum of two 8-hour leadership and legislative advocacy workshops, with each to serve up to 50 foster youth and former foster youth during the term of this

Agreement. CONTRACTOR shall use its established training curriculum and model for these training sessions.

7.1.2 CONTRACTOR shall conduct monthly 1-hour training of youth of the local CYC chapter in current foster youth issues. CONTRACTOR shall develop a local issue to consider in-depth in chapter meetings during the first six months of this Agreement and a second issue to consider in-depth during the second six months of this Agreement. The chapter and branch(es) shall complete in-depth consideration of a minimum of two local issues during the term of this Agreement

7.1.3 In coordination with the COUNTY Program Manager, CONTRACTOR shall select four local youth to attend, at COUNTY expense, four CYC Youth Advisory Board meetings in San Francisco during the term of this Agreement. Each of the selected youth will be designated to attend one of the meetings, such that each meeting is attended by a different youth. The selected youth will be trained at these meetings on organizational skills, legislative advocacy techniques, and current priorities of CYC. A schedule of upcoming Youth Advisory Board meetings shall be submitted to the COUNTY Program Manager on a quarterly basis, by October 15, 2002, December 31, 2002, March 31, 2003, and June 30, 2003, and selection of the youth who will attend the next scheduled Youth Advisory Board meeting shall occur within ten (10) business days thereafter.

7.1.4 CONTRACTOR shall provide training to youth in the Los Angeles County CYC chapter and its branch(es) (as defined in Section 2.4 of this Statement of Work) on organizational and meeting facilitation skills on a semi-annual basis. CONTRACTOR shall also provide training of youth for speaking presentations and the development of public speaking skills on a semi-annual basis, and shall maintain a database of all speaking engagements in which youth participate. A database of all Los Angeles County youth participating in speaking engagements will be submitted quarterly to the COUNTY Program Manager and the CYC statewide office, by the deadlines of December 31, 2002, March 31, 2003, June 30, 2003, and September 30, 2003, respectively, or such other quarterly deadlines as agreed to in writing by the COUNTY Program Manager.

7.2 ANCILLARY ACTIVITIES

In order to ensure that training effectiveness is maximized, CONTRACTOR shall provide the following activities which are ancillary to the overall training program described in Section 7.1 of this Statement of Work. Specific deliverables include:

7.2.1 CONTRACTOR shall submit monthly reports for the first eleven months, on or before the tenth of each month for the previous month, describing the training provided in Section 7.1 and progress on deliverables described in Section 7.2, to COUNTY Program Manager or designee at the address given in Section 4.0 (Project Organization) of the Statement of Work. CONTRACTOR shall also provide the COUNTY Program Manager with a year-end report on all activities and accomplishments, to be received by September 30, 2003, at the address given in Section 4.0 (Project Organization) of this Statement of Work. The eleven monthly reports and the year-end (twelfth) report shall consider each of the training programs mentioned in Section 7.1 separately and shall provide monthly and cumulative totals on number of youth trained, number of training hours provided per trainee, total number of training hours provided, and total participant training hours (training hours X number of participants).

7.2.2 CONTRACTOR shall maintain during the period of this Agreement a satellite CYC office in Los Angeles County, which will include at least two staff persons, as well as office equipment (fax, photocopier, phones, furniture, and computers). CONTRACTOR shall acquire all necessary business licenses, insurance, agreements, and services appropriate to the maintenance of such an office. CONTRACTOR's Program Manager shall provide weekly supervision of all subordinate staff in the local office, and review progress and provide direction to its subordinate staff on completion of all deliverables.

7.2.3 CONTRACTOR shall establish a database of all Los Angeles County CYC Chapter youth members and adult volunteers of California Youth Connection and forward this information to the COUNTY Program Manager on a quarterly basis, by the deadlines of December 31, 2002, March 31, 2003, June 30, 2003, and September 30, 2003, respectively, or such other deadlines as agreed to in writing by the COUNTY Program Manager.

7.2.4 CONTRACTOR shall recruit, select and hire new staff as necessary to meet demands of this Agreement and to staff the local office in Los Angeles County.

7.2.5 CONTRACTOR shall provide a minimum of two verbal contacts per month with the Los Angeles County chapter and its branches, and these contacts shall be described in the required reports per Section 7.2.1 of this Statement of Work.

7.2.6 CONTRACTOR shall provide a minimum of one in-person contact with the Los Angeles County chapter and any existing or developed branch(es) per month.

7.2.7 CONTRACTOR shall assist in the development of new branches when appropriate, including providing technical assistance on the structure of the organization, certification process and overall goals of CYC. A database will be maintained on all certified branches in the Los Angeles County CYC Chapter.

7.2.8 CONTRACTOR shall provide coordination of a monthly business meeting and/or training for all adult volunteers. CONTRACTOR shall coordinate and monitor a certification process for all adult volunteers, including, but not limited to an orientation, application, interview and training, and criminal clearance in accordance with Section 5.9 of this Statement of Work, to ensure that all have completed the process and are successfully completing their responsibilities as a supporter and adhering to the principles of CYC.

7.2.9 CONTRACTOR shall update recruitment materials to attract new adult volunteers and assist the Los Angeles County chapter and its branch(es) in the recruitment of new adult volunteers. CONTRACTOR will work with the COUNTY Program Manager to update the existing written plan for utilizing community volunteers in the chapter and its branches, which was previously submitted to the Program Manager during the last Agreement period.

7.2.10 CONTRACTOR shall assist the local CYC Chapter in the reorganization or replacement of the DCFS Director's Youth Council (DYC).

CALIFORNIA YOUTH CONNECTION BUDGET
DCFS 02-03

PERSONNEL	
Executive Director @ 10%	6427
Outreach Coordinator @100%	35350
Youth Organizer @ 46%	9690
Sub-total	51467
Benefits @ 25%	12867
Consultant: Trainer	2000
PERSONNEL TOTAL	66334
NON PERSONNEL	
Travel	8000
Phone/Fax/Postage	2100
Printing	400
Supplies	500
Equipment	400
Meeting/training expernse	970
Rent	12205
Total Non Personnel	24575
Admin @ 10%	9091
GRAND TOTAL	100000

LEADERSHIP AND LEGISLATIVE ADVOCACY TRAINING

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1.0 Certification of Independent Price Determination

By submission of this contract, I, the CONTRACTOR, certify that the statements included herein are true and that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other applicant, business, contractor, or competitor for the purpose of restricting competition.

2.0 List names and telephone numbers of persons authorized to legally commit the CONTRACTOR.

Name and Position/Title	Phone Number
Janet Knipe, Executive Director	(415) 442-5060

Name of CONTRACTOR: California Youth Connection, Inc.

State CONTRACTOR's License Number: _____

Federal Tax ID Number: 94-3141616

Signature: _____

Date: 09 / 19 / 2002

LEADERSHIP AND LEGISLATIVE ADVOCACY TRAINING

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

California Youth Connection, Inc.
CONTRACTOR's Name

604 Mission Street, Ninth Floor, San Francisco, California 94105
Address

94-3141616
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, marital status, political affiliation, sex, age or condition of physical disability, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

1. The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. YES **[X]** NO **[ ]**

2. The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force. YES **[X]** NO **[ ]**

3. The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. YES **[X]** NO **[ ]**

4. Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals and time tables. YES **[X]** NO **[ ]**

California Youth Connection, Inc.
Name of CONTRACTOR

Janet Knipe, Executive Director
Name and Title of Signer

Authorized Signature

September 19, 2002
Date

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: ALL CONTRACTORs must have this form on file with the Department of Children and Family Services to be considered in compliance with federal, state, and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR §23.5. Complete this form as indicated. Non-profit firms are exempt from completing this form. Indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE:_____"Non-profit Organization"_____
(Corporation, Limited Liability Company, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/ African American	Hispanic/Latin American	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:

   a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.

   b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.

   c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.

   d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

California Youth Connection, Inc.
Name of Firm

Janet Knipe, Executive Director
Name and Title

Authorized Signature

September 19, 2002
Date

LEADERSHIP AND LEGISLATIVE ADVOCACY TRAINING

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, ___California Youth Connection, Inc._____, has entered into a contract with the COUNTY of Los Angeles to provide various services to the COUNTY. Therefore, your signature is required on this employee acknowledgment and confidentiality agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand that ___California Youth Connection, Inc._____ is my sole employer for purposes of this employment.

I rely exclusively upon ___California Youth Connection, Inc._____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to this agreement between the County and my employer, ___California Youth Connection, Inc._____, or any agreement with the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

As an employee of ___California Youth Connection, Inc._____, I understand that I may be involved with work pertaining to COUNTY services and if so, I may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If I am to be involved in County work, the County must ensure that I, too, will protect the confidentiality of all data. Consequently, I understand that I must sign this confidentiality agreement as a condition of my work to be provided to the County. I have read this agreement and all other contract documents related to my work, and have taken due time to consider this document and all other contract documents prior to signing.

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to this contract between _____California Youth Connection, Inc._____ and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor(s).

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor and I agree to ensure that said supervisor reports such violation to the County of Los Angeles Department of Children and Family Services.

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

Employee's Signature: _____ Date: __September 19, 2002_

Employee's Printed Name:____Janet Knipe_____ Title/Position:_Executive Director___

EXHIBIT G

AUDITOR – CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor) which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.

- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 Accounting System

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- date
- check number
- cash (credit) column
- expense account name
- description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - accrual period
  - gross pay

- itemized payroll deductions
- net pay amount
- check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and

receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- invoices – vender name and date

- checks – number
- vouchers –number
- revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one day of receipt. Collections of less than $500 may be held and secured and deposited weekly or when the total reaches $500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check. Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to $500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than $500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under $10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts,

vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance

- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of $1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORs that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	$250,000
Less: Capital expenditures	10,000
Allocable indirect costs	240,000
Total agency-wide indirect salaries	$1,000,000
Indirect cost rate ($240,000/$1,000,000)	24%
Program direct salaries	$100,000
Program indirect costs (24% x $100,000)	$24,000

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:

   - Basis of accounting (cash or accrual)
   - Fiscal year
   - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
   - Indirect cost rate allocation base

2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal

agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

Department of the Treasury

Internal Revenue Service

Notice 1015

EXHIBIT H

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over $2,400.

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 2000 are less than $31,152 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:

s The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B.**

e 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. ,

9 **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).

9 Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2001.

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

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

The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and **Pub. 596,** Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.

Note: *An employee **cannot** claim the EIC if he or she files Form 2555 or Form 2555-EZ (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000* cannot *claim the EIC unless he or she is married to a U.S. citizen or resident and elects to be taxed as a resident alien for all of 2000.*

The employee's 2000 earned income and modified adjusted gross income are both under $27,413 (under $31,152 if the employee has more than one qualifying child; under $10,380 if the employee does not have a qualifying child). **Earned income** for this purpose does not include amounts paid to inmates in penal institutions for their work.

* The employee's filing status is any status **except** married filing a separate return.
* The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.
* For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 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 2000 and owes no tax but is eligible for a credit of $797, he or she must file a 2000 tax return to get the $797 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

(Rev. October 2000)

Cat. **No. 205991**

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the District Attorney information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the District Attorney is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: District Attorney Bureau of Family Support Operations
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832-7277

Contractor Name or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

_____

Telephone: _____ **FAX:** _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable) _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. [ ] No natural person owns an interest of 10 percent or more in this Contractor.
II. [ ] Required Principal Owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received from Contractor	
1.	_____	_____	[YES]	[NO]
2	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By _____ Date: _____
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

_____ _____
(Print Name) (Print Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) _____hereby submit this

certification to the (County department) _____, pursuant to the

provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal),

_____, an independently

owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address)

_____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations;
2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)
at: _____
(City/State) (Telephone No.)
by: _____
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)
District Attorney Bureau of Family Support Operations

Copy to:
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832 7277 or (323) 832-7276

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This Agreement is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). The CONTRACTOR and any subcontractor(s) must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the CONTRACTOR is excepted from the Program.

Company Name: California Youth Connection, Inc.		
Company Address: 604 Mission Street, Ninth Floor		
City: San Francisco	**State:** California	**Zip Code:** 94105
Telephone Number: (415) 442-5060		
Solicitation For (Type of Goods or Services): Leadership and Legislative Advocacy Training		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ❑ My business does not meet the definition of "contractor," as defined in the Program," because my business 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/purchase order itself will exceed $50,000 in any 12 month period). 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 10 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 exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"**Dominant in its field of operation**" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

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

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

OR

Part II - Certification of Compliance

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

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

Print Name: Janet Knipe	**Title:** Executive Director
Signature:	**Date:** September 19, 2002