



County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

DAVID SANDERS, PH.D.
DIRECTOR

Board of Supervisors

GLORIA MOLINA
First District

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MICHAEL D. ANTONOVICH
Fifth District

June 21, 2005

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 AMENDMENT NUMBER TWO TO AGREEMENT NUMBER
74076 WITH COMMUNITY COLLEGE FOUNDATION (CCF) FOR EXTENSION OF
THE EARLY START TO EMANCIPATION PROGRAM (ESTEP) SERVICES
AGREEMENT
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached Amendment Number Two (Attachment A) to: (a) extend Agreement Number 74076 with the Community College Foundation (CCF) for an additional three (3) months from July 1, 2005 through September 30, 2005 for the provision of Early Start to Emancipation Program (ESTEP) assessment and educational services to foster/probation youth; and (b) increase the Maximum Contract Sum by \$596,891. The total cost of this three-month extension is \$596,891, which is financed 100% by federal and State Independent Living Program (ILP) funds. Sufficient funding is included in the FY 2005-06 Proposed County Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will align the Agreement's expiration date with that of the Life Skills Training (LST) Agreement. This will enable DCFS to combine the ESTEP and LST Program Agreements into one new contract with a start date of October 1, 2005. The combined solicitation process is scheduled for release in June 2005.

Without this extension, ESTEP Services will lapse for three months until the new solicitation process is completed. Interruption in ESTEP services would be detrimental to the youth served by the ESTEP program.

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This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of unanticipated delays due to other departmental priorities.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal 1 (Service Excellence) and Goal 5 (Children and Families' Well-Being). Continued provision of pre-emancipation services to youth in out-of-home care will facilitate their transition to independent living.

FISCAL IMPACT/FINANCING

The cost of the three-month extension is \$596,891. The Maximum Contract Sum payable under this Agreement Number 74076 for the complete term of the Agreement from July 1, 2002 through September 30, 2005 will be \$7,759,586. The cost of the Agreement is financed 100% by federal and State ILP funds. There is no net County cost. Sufficient funding is included in the FY 2005-06 Proposed County Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CCF is an independent private entity which has contracted with Los Angeles County since 1987 to provide ESTEP assessment and educational services to Los Angeles County foster/probation youth ages 14-15 who do not have a support network for real-world living.

Under the ESTEP Agreement provisions, CCF has subcontracted with individual Los Angeles Community College District schools to provide ILP/Emancipation Services to provide these youth with tutoring, the opportunity to participate in essential living skills-building workshops, and the opportunity to attend various events. The activities are designed to prepare these youth for recognizing the opportunities they have, for making the right choices during the years leading to their emancipation, and for successfully emancipating from the foster care/Probation systems and leading their independent young adult lives as responsible members of the community.

In April 2002, DCFS conducted a pre-bid survey that revealed two other sources for ESTEP services besides CCF. However, both of these sources were deemed non-responsive based on the requirements of the pre-bid survey. Therefore, DCFS proceeded with a negotiated contract procurement with CCF.

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On July 9, 2002, the Board approved the current one-year Agreement through June 30, 2003. Amendment Number One, which was approved by the Board on June 17, 2003, extended the Agreement for an additional two-year period through June 30, 2005, in anticipation of receiving the results of the federally mandated evaluation of foster youth programs. The evaluation is currently being conducted by the Chapin Hall Center for Children at the University of Chicago. However, the evaluation has been rescheduled for completion in 2007, at which time it is expected to provide valuable direction in redesigning the scope of work for future ESTEP and LST contracts.

CCF agreed to extending the current Agreement for the three-month period with no rate increase or change in the scope of services.

The Amendment includes the following new or revised provisions: Applicable Documents, Complaints, Contract Administration, Contract Sum, Contract Term, Contractor Responsibility and Debarment, Default for Insolvency, Facsimile Representation, Fair Labor Standards, Former Foster Youth Consideration, Liquidated Damages, Most Favored Public Entity, Prohibition Against Inducement or Persuasion, Public Records Act, and Term and Termination.

The current Agreement includes a provision that the County has no obligation to pay the Contractor for expenditures exceeding the Maximum Contract Sum. Furthermore, the Contractor will not be asked to perform services exceeding the Contract amount, scope of work, or Contract dates, and the County may terminate the Agreement at any time by providing a 30-day advance written notice to the Contractor.

CCF is in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements.

This Amendment has been approved as to form by County Counsel, and the CAO has approved the Board letter. The Probation Department concurs with the extension of the ESTEP agreement.

CONTRACTING PROCESS

Because ESTEP is partially funded by the State, approval of this contract extension has been granted by CDSS, pursuant to CDSS' Management and Office Procedures Manual, Purchase of Service, Section 23-650.18.

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Attached herewith are DCFS' request letter dated March 4, 2005 (Attachment B), and CDSS' approval letter dated May 4, 2005 (Attachment C).

DCFS had contacted six (6) other vendors of educational services to determine if any can provide the required ESTEP services for the duration of those three months. None of those vendors was willing to provide the service for such a short term. DCFS had, therefore, negotiated with the current Contractor (CCF) for the three-month extension of the current Agreement.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended Amendment.

IMPACT ON CURRENT SERVICES

Amendment Number Two will allow DCFS to continue providing ESTEP Services, without interruption, to youth in out-of-home care.

CONCLUSION

Upon approval and execution of this Amendment by your Board, it is requested that the Executive Officer-Clerk of the Board send an executed copy of the adopted Board Letter and its attachments to:

1. Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

2. Office of the County Counsel
Attention: Tom Fagan, Deputy County Counsel
201 Centre Plaza Drive, Suite 1
Monterey Park, CA 91754

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3. Community College Foundation
Attention: Delia Johnson, Senior Vice President
3530 Wilshire Boulevard, Suite 610
Los Angeles, CA 90010

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'David Sanders', with a stylized, cursive script.

DAVID SANDERS, Ph.D.
Director

DS:AC:WC:RML:wk

- c: Chief Administrative Officer
County Counsel
Probation Department

Attachments (3)

**AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 74076
BY AND BETWEEN
THE
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
THE COMMUNITY COLLEGE FOUNDATION (CCF)
FOR
EARLY START TO EMANCIPATION PROGRAM (ESTEP) SERVICES**

JUNE 2005

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 74076
WITH THE COMMUNITY COLLEGE FOUNDATION (CCF)**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "AGREEMENT FOR EARLY START TO EMANCIPATION PROGRAM (ESTEP) SERVICES" WITH THE COMMUNITY COLLEGE FOUNDATION, ADOPTED BY THE BOARD OF SUPERVISORS ON JULY 9, 2002, AND AMENDED ON JUNE 17, 2003 TO EXTEND THE SERVICES TO JUNE 30, 2005, AND FURTHER IDENTIFIED AS AGREEMENT NUMBER 74076, HEREINAFTER REFERRED TO AS "AGREEMENT."

Effective July 1, 2005, the AGREEMENT is revised as follows:

WHEREAS, the parties have previously entered into an AGREEMENT for the provision of ESTEP Services;

WHEREAS, the parties agree to extend the term of the AGREEMENT to allow the COUNTY time to complete a new solicitation for combined ESTEP and Life Skills Training Services (LST);

NOW THEREFORE, in consideration of the foregoing and mutual consents herein, the AGREEMENT is modified as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.2 is amended to read as follows:
 - 1.2 Exhibits: A, A-1, B, B-1, B-2, C, D, E, E1, F, G, H, I, J, K, K1, L, M, N, O, P, and Q, set forth below, are attached to and incorporated by reference in this AGREEMENT.
2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.3 is deleted in its entirety and replaced as follows:
 - 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
	Attachment 1 Educational Assessment Form
	Attachment 2 Sample Monthly Report
	Attachment 3 ESTEP Referral Forms (DCFS: 3A/Probation:3B)
	Attachment 4 Emancipation Preparation Contract (DCFS Form 5205)

	Attachment 5	Case Activity Log (DCFS Form 1950)
	Attachment 6	ESTEP Practicum Curriculum
	Attachment 7	Community College Locations
Exhibit A-1	Performance Requirement Summary	
Exhibit B	Budget	
Exhibit B-1	Budget, July 2003-June 2005	
Exhibit B-2	Supplemental Budget, July 1, 2005 to September 30, 2005	
Exhibit C	CONTRACTOR'S Equal Employment Opportunity (EEO)	
Exhibit D	Community Business Enterprise Form (CBE)	
Exhibit E	Employment Acknowledgement and Confidentiality Agreement	
Exhibit E-1	Non-CONTRACTOR Employee Acknowledgement and Confidentiality Agreement	
Exhibit F	Auditor-Controller Contract Accounting and Administration Handbook	
Exhibit G	Internal Revenue Services Notice 1015	
Exhibit H	Community College Districts	
Exhibit I	Sample Community College Subcontract	
Exhibit J	Certification of Independent Price Determination	
Exhibit K	COUNTY Of Los Angeles CONTRACTOR Employee Jury Service Program	
Exhibit K-1	CONTRACTOR Employee Jury Service Application for Exception and Certification Form	
Exhibit L	Office of Management and Budget Circular A-110 Office of Management and Budget Circular A-122 Office of Management and Budget Circular A-133	
Exhibit M	Child Support Compliance Program	
Exhibit N	Quality Assurance Plan	
Exhibit O	Safely Surrendered Baby Law	
Exhibit P	COUNTY's Administration	
Exhibit Q	CONTRACTOR'S Administration	

3. Section 3.0, **TERM AND TERMINATION**, Subsection 3.3 is added as follows:

3.3 The term of this AGREEMENT shall continue [from July 1, 2005 through September 30, 2005](#), unless terminated earlier as provided herein.

4. Section 4.0, **CONTRACT SUM**, Subsection 4.1 is amended as follows:

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 \$7,759,586 Maximum Contract Sum.

5. Section 4.0, **CONTRACT SUM**, Subsection 4.3 is amended as follows:
 - 4.3 The Maximum Contract Sum payable under this Agreement, for the complete term of the Contract from July 9, 2002 through September 30, 2005, shall not exceed \$7,759,586.
6. Section 4.0, **CONTRACT SUM**, Subsection 4.3.1 is amended as follows:
 - 4.3.1 The Maximum Annual Contract Sum shall not exceed \$2,387,565 for the contract period from July 9, 2002 through June 30, 2003.
7. Section 4.0, **CONTRACT SUM**, Subsections 4.3.2, 4.3.3, and 3.4.4 are added as follows:
 - 4.3.2 The Maximum Annual Contract Sum shall not exceed \$2,387,565 for the contract period from July 1, 2003 through June 30, 2004.
 - 4.3.3 The Maximum Annual Contract Sum shall not exceed \$2,387,565 for the contract period from July 1, 2004 through June 30, 2005.
 - 4.3.4 The total amount payable under Amendment Number Two of this Agreement is \$596,891, for the three (3) month extension from July 01, 2005 through September 30, 2005.
8. Section 21.0, **CLIENT GRIEVANCES** shall be deleted in its entirety and replaced with a new Section, entitled **COMPLAINTS**, as follows:

21.0 COMPLAINTS

21.1 The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after the Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

21.1.1 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.

21.1.2 If the COUNTY requests a change in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

21.1.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

21.2 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

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

9. Section 22.0 **EVENTS OF DEFAULT**, Subsection 22.2, Default for Insolvency, is amended as follows:

22.2 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

22.2.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

22.2.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

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

10. Section 22.0 **EVENTS OF DEFAULT**, Subsection 22.4 is added to the AGREEMENT as follows:

22.4 The rights and remedies of the COUNTY provided in this Subsection 22.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11. Section 26.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**, is deleted in its entirety and replaced as follows:

26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

26.1 Responsible Contractor

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

26.2 Chapter 2.202 of the COUNTY Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

26.3 Non-responsible Contractor

The COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack

of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

26.4 Contractor Hearing Board

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.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

26.5 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY contractors.

12. Subsection 36.1 **FORMER FOSTER YOUTH CONSIDERATION**, is amended to read as follows:

36.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, the CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW

participants as described in Sections 37.0 and 38.0 respectively) for any such position(s) to qualified former foster youth. The CONTRACTOR shall notify the COUNTY of any new or vacant positions(s) within the CONTRACTOR'S firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services
Attention: Emancipation Services
3530 Wilshire Boulevard, 4th Floor
Los Angeles, California 90010
Telephone #: (213) 351-0100
FAX: (213) 637-0035

13. Section 53.0, **ADMINISTRATION OF CONTRACT** is added to the AGREEMENT as follows

53.0 ADMINISTRATION OF CONTRACT

53.1 COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-sections are designated in Exhibit P - COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

53.1.1 COUNTY's Program Director

Responsibilities of the COUNTY's Program Director include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-section 12.0, "Changes and Amendments"; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

53.1.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- Meeting with the CONTRACTOR'S Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

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

53.1.3 COUNTY's Contract Monitor

The COUNTY's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the COUNTY's Program Manager.

53.2 CONTRACTOR ADMINISTRATION

53.2.1 CONTRACTOR'S Project Manager

- The CONTRACTOR'S Project Manager is designated in Exhibit Q - CONTRACTOR'S Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Project Manager.
- The CONTRACTOR'S Project Manager shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with the COUNTY's Program Manager and Contract Monitor on a regular basis.

53.2.2 Approval of CONTRACTOR'S Staff

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

53.2.3 Background and Security Investigations

At any time prior to or during term of this Contract, the COUNTY may require that all the CONTRACTOR'S staff performing work under this Contract undergo and pass, to the satisfaction of the COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. The COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.

53.2.4 The COUNTY may request that CONTRACTOR'S staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. The COUNTY will not provide to the CONTRACTOR or to CONTRACTOR'S staff any information obtained through the COUNTY conducted background clearance.

53.2.5 The COUNTY may immediately deny or terminate facility access to CONTRACTOR'S staff that do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

53.2.6 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 53.2, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

53.2.7 Confidentiality

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

- The CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract. The CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit E.
- The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "CONTRACTOR Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit E1.

14. Section 54.0, **FACSIMILE REPRESENTATIONS**, is added to the AGREEMENT as follows:

54.0 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Changes and Amendments prepared pursuant to Section 12.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

15. Section 55.0, **FAIR LABOR STANDARDS**, is added to the AGREEMENT as follows:

55.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work

performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

16. Section 56.0, **LIQUIDATED DAMAGES**, is added to the AGREEMENT as follows:

56.0 LIQUIDATED DAMAGES

- 56.1 If in the judgment of the DCFS Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR by the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his designee, in a written notice describing the reasons for said action.
- 56.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit, R hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the 's payment to the CONTRACTOR; and/or

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

56.3 The action noted in Sub-section 56.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

56.4 This section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 56.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

17. Section 57.0, **MOST FAVORED PUBLIC ENTITY**, is added to the AGREEMENT as follows:

57.0 MOST FAVORED PUBLIC ENTITY

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

18. Section 58.0, **PROHIBITION AGAINST INDUCEMENT OR PERSUASION**, is added to the AGREEMENT as follows:

58.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

19. Section 59.0, **PUBLIC RECORDS ACT**, is added to the AGREEMENT as follows:

59.0 PUBLIC RECORDS ACT

- 59.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Sub-section 6.0 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 59.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

20. Attached to this Amendment Number Two, and incorporated by reference, are the following Exhibits:

Exhibit B-2: ESTEP Budget for Amendment Number Two
Exhibit E-1: Contractor's Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit P: County's Administration
Exhibit Q: Contractor's Administration

EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER TWO, ALL OTHER TERMS AND CONDITIONS OF AGREEMENT NUMBER 74076, AND AMENDMENT NUMBER ONE THERETO, SHALL REMAIN UNCHANGED AND

**IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE
ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.**

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 74076**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board hereto affixed and attested by the Executive Officer and Clerk thereof, and the CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer(s) on the _____ day of _____, 2005. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

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

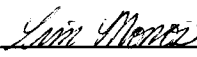
By _____

CONTRACTOR

By  _____

Name David R. Springett, Ph.D.

Title President

By  _____

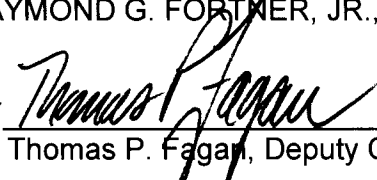
Name Tim Monos

Title Chief Financial Officer

68-0016439
Tax Identification Number

APPROVED AS TO FORM:

OFFICE OF COUNTY COUSEL
RAYMOND G. FORTNER, JR., COUNTY COUNSEL

BY  _____
Thomas P. Fagan, Deputy COUNTY Counsel

ESTEP Budget**A. SALARIES & WAGES**

		FTE	FY 06 1st Qtr
Regional Director	\$112,445.00	0.25	\$7,027.81
Program Manager	\$60,000.00	2.00	\$30,000.00
Program Coordinator	\$48,410.00	2.00	\$24,205.25
Emancipation Prep Advisors	\$34,000.00	12.00	\$102,000.00
Administrative Assistant	\$30,000.00	2.00	\$15,000.00
Clerk	\$24,120.00	2.00	\$12,060.00
Master Tutors	\$15,000.00	12.00	\$45,000.00
Peer Counselors	\$4,875.00	24.00	\$29,250.00
Tutors	\$2,860.00	112.00	\$80,080.00

Total Salaries**\$344,623.06****B. BENEFITS****Percentage of
Salary**

Medical/Dental	9.00	\$17,126.25
Professional Liability Insurance	1.00	\$3,446.25
Social Security	7.65	\$26,363.75
State Unemployment (1)	3.85	\$6,382.00
Workmen's Comp	1.10	\$3,790.75
Professional Liability Insurance	0.23	\$792.75

Total Benefits**22.83****\$57,901.75****C. CONSULTANT**

Curriculum/Service	\$1,250.00
Network Admin	\$5,000.00
<i>Total Consultant</i>	<u><u>\$6,250.00</u></u>

D. TRANSPORTATION AND TRAVEL

Mileage	\$6,356.25
Travel & Conferences	\$800.00
<i>Total Transportation & Travel</i>	<u><u>\$7,156.25</u></u>

E. FACILITIES COSTS

Space Rental	\$11,700.00
Telephone	\$3,037.50
	<u><u>\$14,737.50</u></u>

F. SERVICES AND SUPPLIES

Business Cards	\$228.25
Postage	\$1,500.00
Printing	\$900.00
Other	\$450.00
Assessment Materials	\$4,125.00
Tutoring Materials	\$6,200.00
Fingerprints	\$876.00
Food for Practicum	\$2,673.00
<i>Total Services and Supplies</i>	<u><u>\$16,952.25</u></u>

ESTEP Budget (Contd.)

G. EQUIPMENT
Total Equipment

\$9,870.75

H. OTHER
Staff Development

\$2,500.00

\$2,500.00

I. TOTAL SUBCONTRACTS

\$59,044.50

J. INDIRECT 15%

\$77,855

TOTAL BUDGET

\$596,891.47

**CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

(Note: This certification is to be executed and maintained on file with CONTRACTOR'S executed Contract. It shall be made available to COUNTY upon request. Work cannot begin on the Contract until this document has been executed)

CONTRACTOR NAME _____

Contract No: _____

Employee Name: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

CONTRACTOR Name: _____**Contract No.** _____**Employee Name:** _____

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

CONTRACTOR Name: _____

Contract No. _____

Employee Name: _____

COPYRIGHT ASSIGNMENT AGREEMENT:

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

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

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

SIGNATURE: _____ **DATE:** _____**PRINTED NAME:** _____**POSITION:** _____

COUNTY'S ADMINISTRATIONCONTRACT NO. **74076****COUNTY PROGRAM DIRECTOR (CPD):**

Name: **Rhelda Shabazz**
Title: **Emancipation Division Chief**
Address: **3530 Wilshire Blvd. Suite 400, Los Angeles, CA 90010**
Telephone: **(213) 351-0100**
Facsimile: **(213) 637-0036**
E-Mail Address: **shabar@dcfs.co.la.ca.us**

COUNTY PROGRAM MANAGER (CPM):

Name: **William Gay**
Title: **Children's Services Administrator II**
Address: **3530 Wilshire Blvd. Suite 400, Los Angeles, CA 90010**
Telephone: **(213) 351-0106**
Facsimile: **(213) 637-0036**
E-Mail Address: **gayb@dcfs.co.la.ca.us**

COUNTY PROGRAM MONITOR:

Name: **Phil Stripling**
Title: **Children's Services Administrator I**
Address: **3530 Wilshire Blvd. Suite 400, Los Angeles, CA 90010**
Telephone: **(213) 351-0131**
Facsimile: **(213) 637-0036**
E-Mail Address: **strip@dcfs.co.la.ca.us**

CONTRACTOR'S ADMINISTRATIONCONTRACTOR'S NAME Community College FoundationCONTRACT NO. 74076**CONTRACTOR'S PROJECT MANAGER:**Name: Vincent D'AversoTitle: ESTEP Program ManagerAddress: 3530 Wilshire Boulevard, Suite 610, Los Angeles, CA 90010Telephone: 213.427.6910Facsimile: 213.427.2655E-Mail Address: vdaverso@communitycollege.org**CONTRACTOR'S AUTHORIZED OFFICIAL (S)**Name: David R. SpringettTitle: PresidentAddress: 1901 Royal Oaks DriveTelephone: 916.418.5100Facsimile: 916.922.2173E-Mail Address: dspringett@communitycollege.orgName: Tim MonosTitle: Chief Financial OfficerAddress: 1901 Royal Oaks Drive, Sacramento, CA 95815Telephone: 916.418.5152Facsimile: 916.922.2173E-Mail Address: tmonos@communitycollege.org

Notices to Contractor shall be sent to the following address:

Address: Delia JohnsonTelephone: 213.427.6910 x204Facsimile: 213.427.2655E-Mail Address: djohnson@communitycollege.org



David Sanders, PH.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

March 4, 2005

Ms. Eva Lopez, Division Chief
Contracts Bureau
California Department of Social Services
74 P Street
Sacramento, CA 95814

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

Dear Ms. Lopez: -

REQUEST FOR EARLY START TO EMANCIPATION PLANNING CONTRACT (ESTEP)

Pursuant to California Department of Social Services Regulations Section 23-650.18, the Department of Children and Family Services (Department), Emancipation Services Division's (ESD) Independent Living Program (ILP) is requesting approval to extend the Early Start to Emancipation Planning (ESTEP) contract between the Department and the Community College Foundation.

The ESTEP contract expires June 30, 2005. The request is to extend the current contract from July 1, 2005 through September 30, 2005. The contract amount to be extended is \$596,891 for the three-month period.

The ESTEP contract was procured by negotiation. In May 2003, we requested and were granted an extension (Attachment 1) of this contract due to the selection of this program, as one of two programs funded by Independent Living Program (ILP), for evaluation (study) by the Administration for Children and Families (AFC) of the Department of Health and Human Services (DHHS) in collaboration with the Urban Institute (UI). The other program selected is the Life Skills Training Program. The purpose of the study is to determine the impact and value of well-established Independent Living Programs funded under the Chaffee Foster Care Independence Program (CFIP).

The study, which is now scheduled to be completed in 2007 will provide direction to DCFS/ESD on the scope of work for future ESTEP contracts and would greatly benefit the Department in designing a program based upon credible research

outcomes. Senate Bill (SB) 841 (Attachment 2) endorses the early intervention services provided by ESTEP to foster youth ages 14-16.

We are requesting this extension to coincide with the expiration of the Life Skills Training contract which expires September 30, 2005 and to allow time to conduct a competitive process for a new contract beginning October 1, 2005.

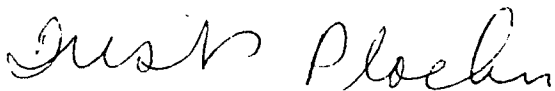
During recent discussions with Chapin Hall we were informed that due to unforeseen circumstances that have arisen during the process phase of the study the earlier projected dates for completion of the study would need to be revised. The revised projected date for completion of the study is 2007.

A Request For Proposals (RFP) is now being developed for solicitation of contractor(s) to enter into a new Agreement beginning October 1, 2005. Under the new Agreement, the ESTEP and Life Skills Training Programs contracts will be combined. The Partnership Committee which oversees policy for ESD has instructed ESD to combine the services under the ESTEP and Life Skills Training Programs to achieve seamless program services for ILP eligible youth ages 14 to 21.

If we cannot extend this contract for three months through negotiated procurement the services to youth ages 14 to 16 will end on June 30, 2005.

If you require further explanation regarding this request, please contact Rhelda Shabazz, Division Chief, Emancipation Services at (213) 351-0102.

Sincerely,



Trish Ploehn,
Deputy Director for Resources Bureau

TP:RS:cmw

Attachments

c: Rhelda Shabazz
Walter Chan

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, CA 95814



Attachment C

May 4, 2005

Ms. Trish Ploehn, Deputy Director
Resources Bureau
Department of Children and Family Services
County of Los Angeles
425 Shatto Place
Los Angeles, California 90020

Dear Ms. Ploehn:

SUBJECT: REQUEST FOR NEGOTIATED PROCUREMENT OF ESTEP CONTRACT

Your letter of March 4, 2005, asks approval of this Department for an extension of three months of an existing County contract with the Community College Foundation (CCF) for Early Start to Emancipation Planning (ESTEP) services. Your request is approved.

The information you have provided with your request includes the following:

1. The ESTEP contract was originally procured by negotiation for a term ending June 30, 2003. On May 28, 2003, this Department approved a two-year extension of the ESTEP contract to June 30, 2005.
2. The County has a Life Skills Training contract with an expiration date of September 30, 2003. The County plans to combine the ESTEP and Life Skills Training contract, and to conduct an advertised procurement for the combined contract with an effective date of October 1, 2005.
3. The County wishes to extend the term of the ESTEP contract by three months to extend its term to the anticipated start date of the combined contract and to allow time to conduct a competitive process for the combined contract.
4. Not extending the ESTEP contract for three months will result in the termination of services to youth ages 14 to 16 on June 30, 2005.

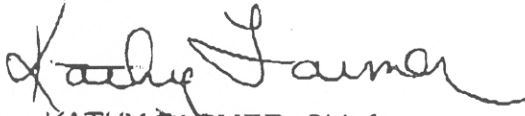
Your request is for approval to conduct a negotiated procurement with the Community College Foundation pursuant to regulation section 23-650.18, "Other situations, where unique circumstances necessitate procurement by

Ms. Trish Ploehn
Page Two

negotiation..." We have determined, based upon the information you submitted that your request comes within this condition. Our approval is for a contract term of no more than three months procured by negotiation for a period beginning on or about July 1, 2005. The incumbent contractor, the Community College Foundation, may be, but need not be, the selected contractor.

Please contact me at (916) 657-3439 if you have any questions about this matter.

Sincerely,



KATHY FARMER, Chief
Financial Management and Contracts Branch