



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

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, 2005

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

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENTS TO TWO AGREEMENTS WITH THE  
NATIONAL FAMILY LIFE AND EDUCATION CENTER FOR THE PROVISION OF  
ALTERNATIVE SERVICES FOR YOUTH PROGRAM SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the attached Amendment Number Three to Agreement Number 74156 (Attachment A) with National Family Life and Education Center to extend the Agreement for three months from October 1, 2005 to December 31, 2005, for the provision of Alternative Services for Youth (ASFY) services through the Opening Avenues to Stay in School (OASIS) program to the Department of Children and Family Services' (DCFS) 14 to 18 years old foster youth. The cost of Amendment Number Three to Agreement #74156 is \$25,502. The cost is financed using 100% net County cost (NCC), and funding is included in the FY 2005/2006 Adopted Budget.
2. Authorize and instruct the Chair to sign the attached Amendment Number Three to Agreement Number 74157 (Attachment B) with National Family Life and Education Center to extend the Agreement for three months from October 1, 2005 to December 31, 2005, for the provision of ASFY services through the Rites of Passage (ROP) program to the DCFS' 14 to 18 years old foster youth. The cost of Amendment Number Three to Agreement #74157 is \$100,866. The cost is financed using 100% NCC, and funding is included in the FY 2005/2006 Adopted Budget.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The ASFY program is being expanded to all service planning areas countywide and will serve 700 foster youth, an increase of 360 from prior agreements. The expanded coverage requires gathering of vital geographical statistics to determine the level of need for the services. Approval of the recommended actions will allow DCFS to provide uninterrupted ASFY services to at-risk foster youth while DCFS completes the solicitation process, which is under way. Therefore extension of the current Agreements is needed.

Although other DCFS agreements provide similar services, the ASFY Agreements provide services to the highest concentration of at-risk youth currently in DCFS Regions 2 and 6. The services prepare youth for emancipation by providing assistance in completing education, furthering educational opportunities beyond emancipation, developing organization and life skills and teaching conflict management. If the recommended actions are not approved, the Agreements will expire on September 30, 2005, services will lapse and at-risk foster youth will not receive the services provided under these contracts to successfully emancipate from the foster care system.

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 overlapping priorities.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal No. 1 (Service Excellence) and Goal No. 5 (Children and Families' Well-Being). The recommended actions will enable DCFS to continue efforts to improve the health, safety and survival, emotional and social well-being of children and families in Los Angeles County.

## **FISCAL IMPACT/FINANCING**

The cost of Amendment Number Three to Agreement #74156 is \$25,502 and the cost for Amendment Number Three to Agreement #74157 is \$100,866. The total cost for both amendments is \$126,368. Prior to July 1, 2004, the ASFY Agreements were financed 100% with Independent Living Program (ILP) funding. The Department made the decision to redirect ILP funding for other uses; therefore, the Agreements are now financed 100% using NCC. Funding for the extension of ASFY services is included in the FY 2005/06 Adopted Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On September 17, 2002, your Board approved Agreement #74156 and #74157 for the provision of ASFY services for a period of 30 months from October 1, 2002 through March 31, 2005 after a formally advertised solicitation was conducted by the

Department. The ASFY Program consists of two separate service models offered by the contractor, National Family Life and Education Center - OASIS and ROP. The ASFY programs collectively provide enhanced educational opportunities and support to approximately 340 youth ages 14 to 18 annually. Ninety (90) youth are served through the OASIS Program, and 250 youth are served through the ROP Program. The total number of youth served will not change with the approval of the recommended actions.

On July 8, 2003, your Board approved Amendment Number One to: (1) update or add to the Agreements Board required provisions and exhibits, such as Payment and Invoices, Proprietary Rights, Interpretation of Contract, Mandatory Requirement to Register on County's WebVen, Safely Surrendered Baby Law, and updates to the Statement of Work; and (2) amend Exhibit C to expand the scope of services to include 14 and 15 year old foster youth.

On March 29, 2005, your Board approved Amendment Number Two to: (1) update the language on the sections regarding Contractor Responsibility and Debarment and Child Support Compliance; (2) amend language in the Payment and Invoices and the Changes and Applicable Documents, Term and Termination, and Contract Sum sections to correlate with the extension of the Agreements, in addition to extending the contract term.

Approval of the recommended actions will allow DCFS to continue ASFY services to at-risk foster youth in DCFS Regions 2 and 6 while the Department: (1) gathers additional data for the program expansion and further evaluation on the outcome measures of the program; and (2) completes a solicitation for the continuation and expansion of ASFY services beyond the extension period. In addition to extending the contract term, the Amendments: (1) add the new State required provision Senate Bill 1262 -The Non-Profit Integrity Act of 2004; and (2) adjust the language in Applicable Documents, Term and Termination, and Contract Sum sections to correlate with the extension of the Agreements.

The Contractor will not perform services in excess of that which is specified in the Amendments (Contract Term, Contract Sum, Statement of Work, etc). The Contractor is in compliance with all Board, Chief Administrative Officer, and County Counsel requirements.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

The CAO and County Counsel have reviewed this Board Letter. County Counsel has approved these Amendments as to form.

### **CONTRACTING PROCESS**

A formally advertised solicitation process was not conducted for these negotiated contract amendments. The ASFY Agreements do not contain COLA provisions.

### **IMPACT ON CURRENT SERVICES**

The recommended actions, if approved, are effective October 1, 2005 and will provide continuation of ASFY program services including educational, vocational, and life skills training opportunities to 14 to 18 year old foster youth and help them better prepare for transition to adulthood.

### **CONCLUSION**

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Office/Clerk of the Board send an adopted stamped Board Letter and any attachments to:

1. Department of Children and Family Services  
Contracts Administration  
Attention: Walter Chan, Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020
2. Office of the County Counsel  
Edelman's Children's Court  
Attention: David Beaudet, Deputy County Counsel  
201 Centre Plaza Drive  
Monterey Park, CA 91754
3. National Family Lives and Education Center  
Attention: Charles L. Johnson  
5711 Slauson Avenue, Suite 240  
Culver City, CA 90230

Respectfully submitted,

DAVID SANDERS, Ph.D.  
Director

DS:WC:RR:mf

Attachments (2)

c: Chief Administrative Officer  
Auditor-Controller

**ATTACHMENT A**

**AMENDMENT NUMBER THREE**

**TO**

**AGREEMENT NUMBER 74156**

Opening Avenues to Stay in School (OASIS) Program

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**NATIONAL FAMILY LIFE AND EDUCATION CENTER**

**AMENDMENT NUMBER THREE TO AGREEMENT NUMBER 74156  
FOR OPENING AVENUES TO STAY IN SCHOOL (OASIS)  
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE  
NATIONAL FAMILY LIFE AND EDUCATION CENTER**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "AGREEMENT" FOR OPENING AVENUES TO STAY IN SCHOOL (OASIS) ADOPTED BY THE BOARD OF SUPERVISORS ON SEPTEMBER 17, 2002, AMENDMENT NUMBER ONE, ADOPTED JULY 8, 2003, AMENDMENT NUMBER TWO, ADOPTED ON MARCH 29, 2005, AND FURTHER IDENTIFIED AS AGREEMENT NUMBER 74156, HEREINAFTER REFERRED TO AS "AGREEMENT".

Effective October 1, 2005, the Agreement is revised as follows:

WHEREAS, the parties have previously entered into an Agreement to provide Alternative Services for Youth (ASFY) through the OASIS program; and

WHEREAS, the COUNTY and CONTRACTOR intend to amend this Agreement as set forth below:

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

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsections 1.2 and 1.3 are amended in their entirety and restated to read as follows:

1.2 Exhibits A, B-1, B-1a, B-1b, B-2, B-3, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and Attachments I, II and III, 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, 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
- Budget B-1 - Budget
- Exhibit B-1a - Budget (04/01/05-09/30/05)
- Exhibit B-1b - Budget (10/01/05-12/31/05)
- Exhibit B-2 - Monthly Reimbursement Invoice
- Exhibit B-3 - Instructions for Completing the Monthly Detail Expenditure Report
- Exhibit C - Job and Performance Requirement Summary
- Exhibit D - Certification of Independent Price Determination
- Exhibit E - Equal Employment Opportunity (EEO) Certification

- Exhibit F - Community Business Enterprise Form (CBE)
- Exhibit G - Employee Acknowledgement and Confidentiality Agreement
- Exhibit H - Auditor-Controller Agreement Accounting and Operating Handbook
- Exhibit I - Code of Federal Regulations
- Exhibit J - Sample ILP Youth File
- Exhibit K - Certification of "No Conflict of Interest"
- Exhibit L - Certification Regarding Lobbying
- Exhibit M - Child Support Compliance Program Certification
- Exhibit N - Jury Service Program Certification
- Exhibit O - County of Los Angeles Contractor Employee Jury Service Policy
- Exhibit P - Office of Management and Budget Circular A-122
- Exhibit Q - Safely Surrendered Baby Law
- Attachment I - Notice to Employees Regarding the Federal Income Earned Income Credit (Internal Revenue Service Notice 10-15)
- Attachment II - Community Business Enterprise Program Certification Application
- Attachment III - Non-Employee Injury Report
- Attachment IV - Charitable Contributions Certification

2. Section 3.0, **TERM AND TERMINATION**, is deleted in its entirety, amended and restated to read as follows:

**3.0 TERM AND TERMINATION**

The term of this Agreement shall commence October 1, 2002 or date of execution by December 31, 2005, unless terminated earlier as provided in the Agreement.

3. Section 4.0, **CONTRACT SUM**, Subsections 4.1, 4.2, and 4.3, are amended and restated in their entirety to read 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 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 shall not exceed three hundred eighteen thousand, eight hundred twenty-six dollars (\$318,826), "Maximum Contract Sum". The maximum amount payable for the six-month period from October 1, 2002 to March 31, 2003 of this Agreement shall not exceed forty-eight thousand, four hundred sixty-four dollars (\$48,464). The maximum amount payable during each contract year of the term of this Agreement shall not exceed ninety-six thousand, nine hundred twenty-eight dollars (\$96,928), "Maximum Annual Contract Sum". The maximum amount payable for the six-month period from April 1, 2005 to September 30, 2005 shall not exceed fifty one thousand and four dollars (\$51,004). The maximum amount payable for

the three-month period of October 1, 2005 to December 31, 2005 shall not exceed twenty-five thousand, five hundred two dollars (\$25,502).

4.2 CONTRACTOR has prepared and submitted to COUNTY Budgets 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. The Budgets are attached hereto and incorporated by reference herein as Exhibit B-1, Budget, for the period October 1, 2002 to March 31, 2005, Exhibit B-1a, Budget, for the period April 1, 2005 through September 30, 2005, Exhibit B-1b, Budget for the period October 1, 2005 to December 31, 2005. CONTRACTOR represents and warrants that the Budgets, Exhibit B-1, B-1a and B-1b are true and correct in all respects and services shall be delivered hereunder in accordance with the Budgets. In the event the Maximum Contract Sum is increased pursuant to Section 12.0, Changes and Amendments hereof, CONTRACTOR shall prepare and submit an amended Budget.

4.3 The Maximum Contract Sum shall not exceed three hundred eighteen thousand, eight hundred twenty-six dollars (\$318,826) for the Agreement period from October 1, 2002 through December 31, 2005.

4. Section 5.0, **PAYMENT AND INVOICES**, Subsection 5.1, 5.2, 5.4 and 5.5 are amended in its entirety and restated to read as follows:

5.1 For work performed in accordance with the terms of this Agreement as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit B-1, Budget, Exhibit B-1a, Budget, Exhibit B-1b, Budget and in the format prescribed by the COUNTY (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) and also as set forth in Exhibit B-2, Monthly Reimbursement Invoice, and Exhibit B-3, Instructions for Completing the Monthly Detail Expenditures Report and Monthly Reimbursement Invoice.

5.2 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:

Department of Children & Family Services  
3075 Wilshire Blvd, Room 929

Los Angeles, CA 90010  
Attn:Jennifer Hottenroth, Program Manager

and a duplicate copy of the Budget modification request to:

Department of Children & Family Services  
Contracts Administration  
Walter Chan, Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

- 5.4 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted not later than sixty days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Agreement, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty days after the last day of the month in which services were rendered provided sufficient funds remain available under this Agreement. These same time frames shall apply to the submission of the CONTRACTOR's final invoice. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B-1, Budget, for the period October 1, 2002 to March 31, 2005, Exhibit B-1a, Budget; for the period April 1, 2005 to September 30, 2005, Exhibit B-1b, Budget, for the period October 1, 2005 to December 31, 2005, Exhibit B-2, Monthly Reimbursement Invoice and Exhibit B-3, Instructions for completing the Monthly Detail Expenditure Report and Monthly Reimbursement Invoice.
- 5.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Finance Services Division 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  
Finance Services Division, Contracts Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

and a duplicate copy of the invoices to:

Department of Children & Family Services  
Jennifer Hottenroth, Program Manager  
Alternative Services for Youth  
3075 Wilshire Blvd, Room 929  
Los Angeles, CA 90010

5. **EXHIBIT A, STATEMENT OF WORK**, Subsection 5.11, Contract Service Work, is amended in its entirety and restated to read as follows:

5.11 CONTRACTOR shall complete all Program services by March 31, 2003 for the contract period from October 1, 2002 through March 31, 2003. For FY 2003/2004, CONTRACTOR shall complete all services by March 31, 2004. For FY 2004/2005, CONTRACTOR shall complete all Program services by September 30, 2005. For FY 2005/06, CONTRACTOR shall complete all Program services by December 31, 2005.

6. **EXHIBIT B-1b, BUDGET** (10/01/05-12/31/05), as attached, is incorporated into the Agreement.

7. Section 50.0, **CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**, is added to this Agreement to read as follows:

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

**EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER THREE, ALL OTHER TERMS AND CONDITIONS OF THE PREVIOUSLY AMENDED AGREEMENT NUMBER 74156 SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.**

**AMENDMENT NUMBER THREE TO AGREEMENT NUMBER 74156  
FOR OPENING AVENUES TO STAY IN SCHOOL (OASIS)  
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE  
NATIONAL FAMILY LIFE AND EDUCATION CENTER**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Three to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed on 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 \_\_\_\_\_  
Deputy

NATIONAL FAMILY LIFE AND  
EDUCATION CENTER

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Tax Identification No. 95-4423621

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.  
Chief Deputy County Counsel

By \_\_\_\_\_  
David Beaudet, Deputy County Counsel

Alternative Services for Youth  
Opening Avenues to Stay in School (OASIS) Program Budget  
October 1, 2005 through December 31, 2005

Agency       National Family Life and Education Center      

**PERSONNEL COSTS**

**A. Salaries and Wages**

Position	No of Positions	Monthly Salary	% of Time	Months	3-Month Budget by Line Item
1) Project Coordinator	1	\$2,200.00	100%	3	\$6,600.00
2) Student Professional	4	\$1,800.00	50%	3	\$10,800.00
<b>A. Total</b>					<b>\$17,400.00</b>

**B. Employee Benefits**

Type of Benefits	Percent %	Salaries Subject to Employee Benefits	3-Month Budget by Line Item
Medical/Dental	0.00	0.00	0.00
Retirement	0.00	0.00	0.00
Social Security (FICA)	7.65	\$17,400.00	\$1,331.10
State Unemployment	6.20	\$17,400.00	\$1,078.80
Worker's Compensation	13.80	\$17,400.00	\$2,401.20
<b>B. Total</b>			<b>\$4,811.00</b>

<b>TOTAL PERSONNEL COSTS (A + B)</b>	<b><u>\$22,211.00</u></b>
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**NON-PERSONNEL COSTS**

**C. Training Costs**

Description	Period (Month)	Allowance	3-Month Budget by Line Item
Assessment Materials	3	\$300.00	\$900.00
Nutrition (Food & Refreshments)	3	\$307.00	\$921.00
<b>C. Total</b>			<b>\$1,821.00</b>

**D. Facilities Costs**

Description	Period (Month)	Allowance	3- Month Budget by Line Item
Rent/Lease of Training Site	3	\$290.95	\$872.85
<b>D. Total</b>			<b>\$873.00</b>

**E. Consumable Supplies**

Description	Period (Month)	Allowance	3-Month Budget by Line Item
Office Supplies	3	\$63.08	\$189.24
Postage	3	\$11.00	\$33.00
<b>E. Total</b>			<b>\$222.00</b>

**F. Other Costs**

Description	Period (Month)	Allowance	3-Month Budget by Line Item
Insurance	3	\$75.00	\$225.00
<b>F. Total</b>			<b>\$225.00</b>

**G. Equipment (Rent/Lease/Purchase must be indicated)**

Description	Period (Month)	Allowance	3-Month Budget by Line Item
Van	3	\$50.00	\$150.00
<b>G. Total</b>			<b>\$150.00</b>

<b>TOTAL NON-PERSONNEL COSTS</b> <b>(Sum of Lines C through G)</b>	<b><u>\$3,291.00</u></b>
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<b>TOTAL OPERATING COSTS (\$22,211.00 plus \$3,291.00)</b> <b>(Sum of Personnel &amp; Non-Personnel Costs)</b>	<b><u>\$25,502.00</u></b>
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<b>COST PER CHILD FOR THREE MONTHS (\$25,502.00 divided by 90)</b> <b>(Total Operating Costs divided 90)</b>	<b><u>\$283.00</u></b>
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**ATTACHMENT B**

**AMENDMENT NUMBER THREE**

**TO**

**AGREEMENT NUMBER 74157**  
Rights of Passage (ROP) Program

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**NATIONAL FAMILY LIFE AND EDUCATION CENTER**

**AMENDMENT NUMBER THREE TO AGREEMENT NUMBER 74157  
FOR RITES OF PASSAGE (ROP)  
BY AND BETWEEN COUNTY OF LOS ANGELES AND THE  
NATIONAL FAMILY LIFE AND EDUCATION CENTER**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "AGREEMENT" FOR RITES OF PASSAGE (ROP) ADOPTED BY THE BOARD OF SUPERVISORS ON SEPTEMBER 17, 2002, AMENDMENT NUMBER ONE, ADOPTED JULY 8, 2003, AMENDMENT NUMBER TWO ADOPTED ON MARCH 29, 2005, AND FURTHER IDENTIFIED AS AGREEMENT NUMBER 74157, HEREINAFTER REFERRED TO AS "AGREEMENT".

Effective October 1, 2005, the Agreement is revised as follows:

WHEREAS, the parties have previously entered into an Agreement to provide Alternative Services for Youth (ASFY) through the ROP program; and

WHEREAS, the COUNTY and CONTRACTOR intend to amend this Agreement as set forth below:

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

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsections 1.2 and 1.3 are amended in their entirety and restated to read as follows:

1.2 Exhibits A, B-1, B-1a, B-1b, B-2, B-3, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and Attachments I, II, III, and IV 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, 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-1 - Budget
- Exhibit B-1a - Budget (04/01/05-09/30/05)
- Exhibit B-1b - Budget (10/01/05-12/31/05)
- Exhibit B-2 - Monthly Reimbursement Invoice
- Exhibit B-3 - Instructions for Completing the Monthly Detail Expenditure Report
- Exhibit C - Job and Performance Requirement Summary
- Exhibit D - Certification of Independent Price Determination
- Exhibit E - Equal Employment Opportunity (EEO) Certification
- Exhibit F - Community Business Enterprise Form (CBE)

- Exhibit G - Employee Acknowledgement and Confidentiality Agreement
- Exhibit H - Auditor-Controller Agreement Accounting and Operating Handbook
- Exhibit I - Code of Federal Regulations
- Exhibit J - Sample ILP Youth File
- Exhibit K - Certification of "No Conflict of Interest"
- Exhibit L - Certification Regarding Lobbying
- Exhibit M - Child Support Compliance Program Certification
- Exhibit N - Jury Service Program Certification
- Exhibit O - County of Los Angeles Contractor Employee Jury Service Policy
- Exhibit P - Office of Management and Budget Circular A-22
- Exhibit Q - Safely Surrendered Baby Law
- Attachment I - Notice to Employees Regarding the Federal Income Earned Income Credit (Internal Revenue Service Notice 10-15)
- Attachment II - Community Business Enterprise Program Certification Application
- Attachment III - Non-Employee Injury Report
- Attachment IV - Charitable Contributions Certification

2. Section 3.0, **TERM AND TERMINATION**, is deleted in its entirety, amended and restated to read as follows:

### **3.0 TERM AND TERMINATION**

The term of this Agreement shall commence October 1, 2002 or date of execution by County Board of Supervisors, whichever is later, and shall continue through December 31, 2005, unless terminated earlier as provided in the Agreement.

3. Section 4.0, **CONTRACT SUM**, Subsections 4.1, 4.2, and 4.3 are amended and restated in their entirety to read 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 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 does not exceed one million, two hundred seventy-six thousand, seventy-one dollars (\$1, 276,071), "Maximum Contract Sum". The maximum amount payable for the six-month period from October 1, 2002 to March 31, 2003 of this Agreement shall not exceed one hundred ninety-four thousand, three hundred thirty-seven dollars (\$194,337). The maximum amount payable during each contract year of the term of this Agreement shall not exceed three hundred eighty-eight thousand, six hundred seventy-four dollars (\$388,674), "Maximum Annual Contract Sum". The maximum amount payable for the six-month period from April 1, 2005 to September 30, 2005 shall not exceed two hundred three thousand, five hundred twenty dollars (\$203,520). The maximum amount payable for the three-month

period of October 1, 2005 to December 31, 2005 shall not exceed one hundred thousand, eight hundred sixty-six dollars (\$100,866)

4.2 CONTRACTOR has prepared and submitted to COUNTY Budgets 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. The Budgets are attached hereto and incorporated by reference herein as Exhibit B-1, Budget, and Exhibit B-1a, Budget for the period April 1, 2005 through September 30, 2005, Exhibit B-1b, Budget for the period October 1, 2005 to December 31, 2005. CONTRACTOR represents and warrants that the Budgets, Exhibit B-1, B-1a and B-1b are true and correct in all respects and services shall be delivered hereunder in accordance with the Budgets. In the event the Maximum Contract Sum is increased pursuant to Section 12.0, Changes and Amendments hereof, CONTRACTOR shall prepare and submit an amended Budget.

4.3 The Maximum Contract Sum shall not exceed one million, two hundred seventy-six thousand, and seventy-one dollars (\$1,276,071) for the Agreement period from October 1, 2002 through December 31, 2005.

4. Section 5.0, **PAYMENT AND INVOICES**, Subsection 5.1, 5.2, 5.4 and 5.5 are amended in its entirety and restated to read as follows:

5.1 For work performed in accordance with the terms of this Agreement as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit B-1, Budget, Exhibit B-1a, Budget, Exhibit B-1b, Budget and in the format prescribed by the COUNTY (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) and also as set forth in Exhibit B-2, Monthly Reimbursement Invoice, and Exhibit B-3. Instructions for Completing the Monthly Detail Expenditures Report and Monthly Reimbursement Invoice.

5.2 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:

Department of Children & Family Services  
Alternative Services for Youth  
Jennifer Hottenroth, Program Manager

3075 Wilshire Blvd, Room 929  
Los Angeles, CA 90010

and a duplicate copy of the Budget modification request to:

Department of Children & Family Services  
Contracts Administration  
Walter Chan, Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

- 5.4 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted not later than sixty days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Agreement, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty days after the last day of the month in which services were rendered provided sufficient funds remain available under this Agreement. These same time frames shall apply to the submission of the CONTRACTOR's final invoice. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B-1, Budget, for the period October 1, 2002 to March 31, 2005, Exhibit B-1a, Budget for the period April 1, 2005 to September 30, 2005, Exhibit B-1b, Budget for the period October 1, 2005 to December 31, 2005, Exhibit B-2, Monthly Reimbursement Invoice and Exhibit B-3, Instructions for completing the Monthly Detail Expenditure Report and Monthly Reimbursement Invoice.
- 5.4 CONTRACTOR shall submit the original monthly invoice to the DCFS Finance Services Division 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  
Finance Services Division, Contracts Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

and a duplicate copy of the invoices to:

Department of Children & Family Services  
Jennifer Hottenroth, Program Manager  
Alternative Services for Youth  
3075 Wilshire Blvd, Room 929  
Los Angeles, CA 90010

5. **EXHIBIT A, STATEMENT OF WORK**, Subsection 5.11, Contract Service Work, is amended in its entirety and restated to read as follows:

5.11 CONTRACTOR shall complete all Program services by March 31, 2003 for the contract period from October 1, 2002 through March 31, 2003. For FY 2003/2004, CONTRACTOR shall complete all services by March 31, 2004. For FY 2004/2005, CONTRACTOR shall complete all Program services by September 30, 2005. For FY 2005/2006, CONTRACTOR shall complete all Program services by December 31, 2005.

6. **EXHIBIT B-1b, BUDGET** (10/01/05-12/31/05), as attached, is incorporated into the Agreement.

7. Section 50.0, **CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**, is added to this Agreement to read as follows:

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

**EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER THREE, ALL OTHER TERMS AND CONDITIONS OF THE PREVIOUSLY AMENDED AGREEMENT NUMBER 74157 SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.**

**AMENDMENT NUMBER THREE TO AGREEMENT NUMBER 74157  
FOR RITES OF PASSAGE (ROP)  
BY AND BETWEEN COUNTY OF LOS ANGELES AND THE  
NATIONAL FAMILY LIFE AND EDUCATION CENTER**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Three to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed on 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 \_\_\_\_\_  
Deputy

NATIONAL FAMILY LIFE AND  
EDUCATION CENTER

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Tax Identification No. 95-4423621

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.  
Chief Deputy County Counsel

By \_\_\_\_\_  
David Beaudet, Deputy County Counsel

**Alternative Services for Youth**  
Rites of Passage (ROP) Program Budget  
October 1, 2005 through December 31, 2005

Agency National Family Life and Education Center

**PERSONNEL COSTS****A. Salaries and Wages**

Position	Number of Positions	Monthly Salary	% of Time	Months	3-Month Budget by Line Item
1) Sr. Project Manager	1	\$5,500.00	100%	3	\$16,500.00
2) Asst. Project Manager	1	\$2,625.00	100%	3	\$7,876.00
3) Program Director	1	\$3,500.00	100%	3	\$10,500.00
4) Secretary	1	\$1,900.00	100%	3	\$5,700.00
5) Unit Leaders	3	\$2,000.00	100%	3	\$18,000.00
6) Youth Trainer	1	\$3,000.00	25%	3	\$2,250.00
7) Peer Counselors	3	\$ 230.40	100%	3	\$2,073.60
<b>A. Total</b>					<b>\$62,900.00</b>

**B. Employee Benefits**

Type of Benefits	Percent %	Salaries Subject to Employee Benefits	3-Month Budget by Line Item
Medical/Dental	0.00	0.00	0.00
Retirement	0.00	0.00	0.00
Social Security (FICA)	7.65	\$62,898.60	\$4,811.75
State Unemployment	6.2	\$62,898.60	\$3,899.72
Worker's Compensation	13.8	\$62,898.60	\$8,680.01
<b>B. Total</b>			<b>\$17,391.00</b>

**TOTAL PERSONNEL COSTS (A+B)**

**\$80,291.00**

**NON-PERSONNEL COSTS**

**C Staff Mileage**

Staff Mileage	Rate Per Mile	Estimated Miles	3-Month Budget by Line Item
Mileage	\$0.31	\$2,500.00	\$775.00
<b>C. Total Mileage</b>			<b>\$775.00</b>

**D. Training Costs**

Training Costs	Allowance	Months	3- Month Budget by Line Item
Assessment Materials	\$100.00	3	\$300.00
Independent Living Skills (ILS)	\$350.00	3	\$1,050.00
Field Trips	\$600.00	3	\$1,800.00
Nutrition	\$500.00	3	\$1,500.00
ROP Retreat	0.00	0	0.00
Youth Activities (event tickets and snacks)	\$400.00	3	\$1,200.00
<b>D. Total</b>			<b>\$5,850.00</b>

**E. Facilities Costs**

Facilities Costs	Allowance	Months	3-Month Budget by Line Item
Telephone	\$400.00	3	\$1,200.00
Utilities	0.00		0.00
Rent/Lease of Training Site	\$2,521.66	3	\$7,565.58
<b>E. Total</b>			<b>\$8,765.00</b>

**F. Consumable Supplies**

Consumable Supplies	Allowance	Months	3-Month Budget by Line Item
Office Supplies	\$200.00	3	\$600.00
Postage	\$85.00	3	\$255.00
<b>F. Total</b>			<b>\$855.00</b>

**G. Other Costs**

Other Costs	Allowance	Months	3-Month Budget by Line Item
Accounting/Auditing	\$450.00	3	\$1,350.00
Insurance	\$600.00	3	\$1,800.00
<b>G. Total</b>			<b>\$3,150.00</b>

**H. Equipment (Rent/Lease must be indicated)**

Equipment Rent/Lease	Allowance	Months	3-Month Budget by Line Item
Van	\$400.00	3	\$1,200.00
<b>H. Total</b>			<b>\$1,200.00</b>

<b>TOTAL NON-PERSONNEL COSTS (Sum of Lines C Through H)</b>	<b>\$20,595.00</b>
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<b>TOTAL OPERATING COSTS (\$80,291.00 plus \$20,595.00) (Sum of Personnel &amp; Non Personnel Costs)</b>	<b><u>\$100,866.00</u></b>
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<b>COST PER CHILD FOR THREE MONTHS (\$100,866.00 divided by 250)</b>	<b><u>\$403.00</u></b>
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**CHARITABLE CONTRIBUTIONS CERTIFICATION**

NATIONAL FAMILY LIFE AND EDUCATION CENTER

Company Name

5711 Slauson Avenue, Suite 240, Culver City, CA 90230

Address

95-4423621

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**CERTIFICATION**

Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of any resulting agreement with the County, it will timely comply with them and provide County with a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

[ ] Yes [ ] No

**OR**

Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

[ ] Yes [ ] No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CHARLES L. JOHNSON, CEO

Name and Title (please type or print)