ROBERT RYANS
Director

COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

September 30, 2003

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:

ALLOCATION OF PY 2003-2004 FOSTER YOUTH INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM FUNDS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS), or his designee, to allocate $1,200,000 in Independent Living Program (ILP) funds to the 13 (thirteen) agencies listed in Attachment A, and to negotiate and execute contracts in substantially similar form as Attachment B, after County Counsel approval as to form, with the 13 (thirteen) agencies listed in Attachment A, in the amounts indicated, for the provision of ILP job readiness and placement services to emancipating youth, effective the date of Board approval through June 30, 2004. The ILP is 100% reimbursed by federal funding through the State ILP allocation, and the contract costs are fully financed using ILP funding. The Department of Children and Family Services (DCFS) provides funding to CSS through intrafund transfers.

2. Authorize the Director of CSS, or his designee, to execute contract amendments in substantially similar form to Attachment C, to increase or decrease the amounts based on contractor performance or time extension provided that (a) the amount of change does not exceed 25% of the original contract amount; (b) approval of County Counsel and the Chief Administrative Office (CAO) is obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will enable CSS to continue the provision of services to foster youth in Los Angeles County ages 16-21 through the ILP Skills Center component. The program will focus on the job readiness and employment needs of foster youth with the ultimate long-term goal of helping these youth attain self-sufficiency. Semi-annual outcome reports will be submitted to your Board to monitor program performance by agency. The four performance measures are: (1) paid unsubsidized employment; (2) job retention 90 days or longer; (3) work experience, on-the-job training or internships; and, (4) attainment of vocational certificate.

Implementation of Strategic Plan Goals
The recommended actions are consistent with the principles of the County Strategic Plan by ensuring access to employment services (Goal # 3, Organizational Effectiveness, Ensure that service delivery systems are efficient, effective and goal oriented).

The enhancement of the ILP job readiness and placement program will maximize employment opportunities for emancipated youth in an effort to promote self-sufficiency (Goal # 5 – Children and Families Well-Being, Improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by your Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness).

FISCAL IMPACT/FINANCING

The cost of the recommended actions totals $1,440,000. Budgeted categories are as follows:

FUNDING CATEGORIES	BUDGETED AMOUNT
ILP Program Services	$1,200,000
CSS Administration	$ 240,000
TOTAL	**$1,440,000**

On April 29, 2003, your Board approved the intrafund Transfer of $1,440,000 in ILP funds from the Department of Children and Family Services (DCFS) to CSS for Fiscal Year (FY) 2003-2004 for the provision of ILP services to foster youth in Los Angeles County. Of this amount, $240,000 was earmarked for CSS administrative costs,

including consultant contracting; and $1,200,000 of this amount will be used to fund the thirteen selected agencies identified in Attachment A, for the direct provision of services.

The ILP is 100% reimbursed by federal funding through the State ILP allocation. There is no impact on the County General Fund. Funding has been included in the Department's FY 2003-2004 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Foster Care Independence Act of 1999 allocates funds to serve foster youth and emancipated foster youth up to the age of 21 in order to help prepare youth for independent living. A portion of the annual ILP allocation may be used for job readiness and employment services.

At the Direction of your Board on July 17, 2003, the ILP Design Team was formed with representatives from the CAO, CSS, DCFS, the Department of Mental Health, the Community Development Commission, the Probation Department, the Children's Commission, Casey Family Programs, United Friends of the Children and community stakeholders. The Team identified a need to redesign the Skills Enhancement Program and called upon the expertise of CSS to do so. The new design combines the service delivery systems of DCFS, CSS WorkSource Centers and Youth Centers, and that of partners such as the State of California Employment Development Department (EDD) and the Community Colleges.

CONTRACTING PROCESS

At the request of the CAO and the ILP Design Team, and approved by your Board on April 29, 2003, CSS was asked to provide leadership in the area of employment. In consideration of our experience in managing performance-based contracts with employment and job readiness as primary outcomes, we were asked to redesign the ILP Skills Center component, and take over management of the contracts effective October 1, 2003. On July 2, 2003, CSS released a Request for Proposals (RFP) inviting eligible agencies to propose services for emancipating/emancipated foster youth to assist them to achieve independence and self-sufficiency. The RFP was listed on the Office of Small Business and the Department's website, and notices were mailed to over 2,500 potential bidders.

Thirty-six (36) proposals were received by the deadline, requesting over $7 million dollars. The Department is recommending thirteen (13) for funding for the period

October 1, 2003 through June 30, 2004. Proposals were ranked according to numerical score and funding was distributed according to the concentration of foster youth in each Service Planning Area (SPA) and Supervisorial District.
A Minority/Vendor Survey is included as Attachment D.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Thirteen (13) agencies are being recommended for funding to provide job readiness and employment services to emancipated and emancipating foster youth. Currently, six (6) of these agencies are providing services to youth under contracts with the Department of Children and Family Services (DCFS). These contracts expire September 30, 2003. Approval of these funding recommendations will allow the ILP Skills Enhancement Program for foster youth to begin on October 1, 2003, without interruption.

Respectfully submitted,

Robert Ryans/CDB

ROBERT RYANS
Director

Attachments (4)

c: David E. Janssen
Lloyd W. Pellman
Violet Varona-Lukens
J. Tyler McCauley
David. B. Sanders

INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM

ATTACHMENT A

Supervisorial Districts Amounts								
Rank	Agency	Reqst'd	1	2	3	4	5	Total
1	HELP Group	82,800			79,523			79,523
2	Salvation Army	104,490	32,400	21,600				54,000
3	Jewish Vocational Services	293,000			79,523			79,523
4	LA Conservation Corps.	70,470		70,470				70,470
5	Penny Lane	248,110					96,344	96,344
6	Starview	124,200		22,544		67,633		90,177
7	David & Margaret	320,640					120,783	120,783
8	Pomona Valley YES	128,124	95,105				31,702	126,807
9	Jovenes, Inc.	103,000	30,000	20,000				50,000
10	Special Services for Groups	117,200		111,905				111,905
11	Community Build	132,490		111,905				111,905
12	GLASS	582,000		45,256		67,633		112,889
13	Door of Hope Comm. Center	120,000	95,674					95,674
Total			253,179	403,680	159,046	135,266	248,829	1,200,000

ATTACHMENT B

Contract No. _____

COMMUNITY AND SENIOR SERVICES OF THE COUNTY OF LOS ANGELES

INDEPENDENT LIVING PROGRAM CONTRACT

This Contract is entered into this _____ day of _____, by and between the County of Los Angeles, hereinafter referred to as "County", by and through its department of Community and Senior Services, hereinafter referred to as "CSS", and __ _____ hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the County, through the Department of Children and Family Services, hereinafter referred to as "DCFS", has received grant funds from the California Department of Social Services (CDSS) pursuant to Public Law 99-272, which added Section 477 to Title IV-E of the Social Security Act, to administer the Foster Youth Independent Living Program ("Program"); and

WHEREAS, on April 29, 2003 the Board of Supervisors has authorized CSS, in cooperation with DCFS, to implement the ILP Skills Enhancement Program, for the provision of job readiness and placement services to emancipating youth ages 16 to 21 years; and

WHEREAS, CSS has entered into a memorandum of understanding ("MOU") with DCFS for the implementation of the ILP Skills Enhancement Program administered by CSS; and,

WHEREAS, Contractor desires to participate in said program and has warranted its qualification to provide services set forth in this Contract.

NOW THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program as administered by Los Angeles County, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS.

(a) This Contract consists of this four 4-page document, the following exhibits and attachments, inclusive:

(1) Standard Terms and Conditions (Exhibit A)
(2) Statement of Work/Mandated Program Requirements (Exhibit B)
(3) Budget (Exhibit C)
(4) Pricing and Billing Rate Schedule (Exhibit C-1)
(5) Required Program Documents (Exhibit D)
(6) Auditor Controller Contract Accounting and Operating Handbook (Exhibit E)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service in this four-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this Contract.

SECTION 2. CONTRACTOR'S OBLIGATIONS.

(a) Contractor shall comply with all terms and conditions of this Agreement (including all terms contained in the exhibits hereto), and those imposed and required by Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the County, State and/or federal government).

(b) In addition to other obligations set forth in this Contract, and subject to County CSS oversight, the Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform those activities identified in the Statement of Work/Mandated Program Requirements (Exhibit B) and/or requested by the County pursuant to this Contract.

SECTION 3. COUNTY OBLIGATIONS.

(a) The County agrees to reimburse Contractor for provision of services identified in the Statement of Work/Mandated Program Requirements (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed _____dollars ($_____) during the term of this Contract.

(b) Payments made under this section shall be made from available Program funds and shall not be a charge on any other County funds from any source. Payments are conditioned on acceptable performance/progress by the Contractor and appropriation of Program funds for this Agreement.

SECTION 4. TERM.

(a) The term of this Contract shall commence on _____, 200__ and terminate no later than _____, 200__, except as otherwise provided herein.

SECTION 5. CONFIDENTIALITY DESIGNEE. The Contractor's data security and confidentiality designee is:

Name: _____

Title: _____

Address: _____

Phone No./Fax No.: (_____) _____ (_____) _____

SECTION 6. NOTICES/AUTHORIZED SIGNATURES.

(a) **Notices:** Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(a) COUNTY OF LOS ANGELES

Robert Ryans, Director

County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020-1708

Josie Marquez, Director Employment & Training
County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020-1708

(b) LEGAL NAME OF CONTRACTOR

_____

_____

_____

Attention: _____

(c) **Authorized Signatures**. Person(s) authorized to sign Contractor's Reimbursement Requests:

_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Typed Name)	_____ (Typed Name)
_____ (Title)	_____ (Title)

IN WITNESS WHEREOF, the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of Community and Senior Services, or his designee, and the Contractor subscribed the same through its authorized officer, the day, month and year first above written. The person signing on behalf of the Contractor warrants that he or she is authorized to bind the Contractor, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this Contract, under penalty of perjury.

COUNTY OF LOS ANGELES

By: _____
ROBERT RYANS, Director
Community and Senior Services

Approved as to Form:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy

[CONTRACTOR NAME]

By: _____
(Signature)

_____
(Print or Type Name)

_____
(Title)

Executed at: _____

_____
(Date)

LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES

INDEPENDENT LIVING PROGRAM (ILP)
VOCATIONAL TRAINING SERVICES

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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STANDARD TERMS AND CONDITIONS

INDEPENDENT LIVING PROGRAM (ILP) VOCATIONAL TRAINING SERVICES

§ 100. DEFINITIONS. For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Independent Living Program Vocational Training Services, as amended, or implementing regulations.

§ 101. The Independent Living Program will be referred to as "ILP Program".

§ 102. "**Contractor**" shall mean the agency receiving funds through this Contract.

§ 103. "**CSS**" shall mean the County of Los Angeles Department of Community and Senior Services.

§ 104. The Director of Community and Senior Services shall be referred to as the **County Project Director**.

§ 105. "**County**" shall mean the County of Los Angeles.

§ 106. "**Contract**" shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the main document and all exhibits referenced thereto within the Contract.

§ 107. "**WIB**" shall mean the local Workforce Investment Board appointed by the Los Angeles County Board of Supervisors in accordance with State criteria which sets policy for the workforce development system county-wide, and is responsible for a variety of activities.

§ 108. "**DOL**" shall mean the U.S. Department of Labor.

§ 109. "**State or EDD**" shall mean the State of California Employment Development Department.

§ 110. "**DCFS**" shall mean the Los Angeles County Department of Children and Family Services

§ 111. "**Subcontract**" means a contract entered into by the Contractor in accordance with the provisions of this Contract by which a third party agrees to provide services or materials necessary to fulfill this Contract.

§ 112. "**Fiscal Year(s)**" means County's Fiscal Year which commences July 1 and ends the following June 30

§ 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority. (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing receipt of Independent Living Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Independent Living

Program specified and to provide such additional information as may be required by the County, State, or any agency of the Federal government, as applicable.

(b) The Contractor represents and warrants that its signatory to this Contract is fully authorized to obligate or otherwise bind the Contractor.

§ 202. Compliance with Laws. (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Independent Living Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review the Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.

(b) The Contractor certifies and agrees that it shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

(c) The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

(1) California Welfare & Institutions Code (WIC);
(2) California Department of Social Services (CDSS) Manual of Policies and Procedures;
(3) Social Security Act;
(4) State Energy and Efficiency Plan (Title 24, California Administrative Code);
(5) Clean Air Act (Section 306, 42 USC 1857(h));
(6) Clean Water Act (Section 508, 33 USC 1368);
(7) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of labor Regulations, 41 CFR Part 60);
(8) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

§ 203. Nondiscrimination in Employment. (a) The Contractor certifies that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable Federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, identification, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. For the purpose of this Paragraph, discrimination in the provision of services include, but is not limited to, the following.

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act.

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(b) The Contractor shall take affirmative action to ensure that qualified applicants and intended beneficiaries of the Contract are provided services without regard to race, color, religion, national origin, ethnic group identity, ancestry, sex, age, condition of physical or mental disability, marital status, political affiliation, or sexual orientation. Such action shall include, but not be 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.

(c) The Contractor shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, age, and condition of physical disability, marital status or political affiliations.

(d) Facility access for persons with disabilities shall comply with the Title II provisions of the American with Disabilities Act.

(e) The Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the Contractor of a complaint with respect to any alleged discrimination in the provision of services by the Contractor personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the Contractor resolution of the matter, shall be referred by the Contractor to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or Federal enforcement agency. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures.

(f) A copy of such non-discrimination in services policy and procedures, as identified herein above, shall be posted by the Contractor in a conspicuous place, available and open to the public, in each of the facilities operated by the Contractor, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(g) The Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Contract when the County requests. If the County finds that any of these provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this Contract. While the County retains the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, any determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall also

constitute a finding by the County that the Contractor has violated the anti-discrimination provision of this Contract

(h) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(i) Contractor shall include the nondiscrimination and compliance provisions of this **§ 203** all subcontracts to perform work under the Contract.

§ 204. Nondiscrimination in Services. (a) The Contractor certifies that the Contractor and all persons employed by Contractor, its affiliates, subsidiaries or holding companies, if any, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable Federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract. For the purpose of this **§ 204,** discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(b) If the County finds that any of nondiscrimination provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this Contract. While the County retains the right to determine independently that the anti-discrimination provisions of this Contract have been violated, any determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall also constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

§ 205. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) The Contractor assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and

regulations of the United States of America and the State as they now exist or may hereafter be amended.

(b) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC § § 2000e through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

(d) To the extent applicable, Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States and the State as they now exist or may hereafter be amended.

(e) Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the Director.

(f) 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 cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

(g) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of ten thousand dollars ($10,000) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

§ 206. EEO/Affirmative Action. The Contractor, in performing all obligations under the terms of the Contract, assures that it will administer the program with safeguards against fraud and abuse; that no portion of this Contract will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, sex, mental or physical disability, or political affiliation or belief.

§ 207. Civil Rights Laws. The Contractor assures and certifies that it shall comply with all applicable Federal and State statutes to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation, be excluded from participation in, be denied benefits or, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract

§ 208. Wage and Hour Laws. The Contractor assures and certifies that it shall comply with all State and Federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, 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, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

§ 209. Safety and Working Conditions. (a) Applicable local, State and Federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 *et seq.*) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 *et seq.*), Contractor assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

(b) Contractor will also comply with Section 3203 of Title 8 of the California Code of Regulation which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

§ 210. Employment Eligibility Verification. (a) The Contractor warrants and certifies that it fully complies with all Federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.

(b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Contract, in accordance with applicable provisions of law.

§ 211. Warranty of Adherence to County's Child Support Compliance Program. (a) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 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).

(c) For any Contract in excess of $100,000, the Contractor acknowledges that:

(1) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(2) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

§ 212. Acknowledgment of County's Commitment to Child Support Enforcement. The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the Contractor with the poster to be used.

§ 213. Selective Service Compliance. The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service act (50 USC Appx. §§ 451 *et seq.*) and other eligibility requirements applicable to the program under which the participant is enrolled.

§ 214. Drug Free Workplace Compliance. The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 *et seq.*), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

§ 215. Conflict of Interest/Contracts Prohibited. (a) The Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor, or shall have any direct or indirect financial interest in this Contract.

(b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Contract will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Contract or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of services provided under this Contract or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.

(c) The Contractor agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) the participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County of Los Angeles, the State of California, or the federal government. Contractor certifies that such standards shall be adopted and implemented prior to execution of this Contract.

(d) Contractor shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this section.

§ 216. Lobbying. (a) The Contractor certifies that no funds, materials, property or services provided directly or indirectly under the terms of this Contract shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 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 any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

§ 217. County Layoffs. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Contract.

§ 218. GAIN/GROW Program Participants Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

§ 219. Debarment and Suspension. (a) The Contractor certifies that it has not been subject to debarment and suspension under any federal (29 CFR Part 98), State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Contract by Contractor.

(b) **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.

(c) **Chapter 2.202 of the County Code.** The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, 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.

(d) **Non-Responsible Contractor.** The County may debar 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.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that 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.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a 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.

(3) 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.

(f) **Subcontractors.** This **§ 219** shall also apply to subcontractors of County contractors.

§ 220. Nepotism. The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this Section, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 221. Administrative and Personnel Procedures. Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Contract.

§ 222. Other Agreements. (a) A copy of any agreements between the Contractor and other public or private organizations which directly impact activities funded under this Contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

§ 223. PELL Grants. Contractor shall encourage all participants to make maximum use of Federal PELL education grant funding, and will report and make available to the WIB, the State, and DOL and their agents all records relating to participants under this Contract showing PELL grant applications and PELL grant fund receipt and distribution. No ILP tuition costs shall be duplicated by PELL grant funding.

§ 224. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Contract, the Contractor certifies that it shall notify its employees, and shall require each Subcontractor, if any, to notify its employees, that they may be eligible for 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 Service Notice 1015.*

§ 225. Activities Prohibited. The Contractor certifies that:

(a) No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(b) No participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the ILP Program.

§ 226. Cost-of-Living Adjustments. Subject to applicable Federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of execution of this Contract, the Contractor agrees to restrict cost-of-living adjustments (COLAs) to its employees during the term of this Contract to the lesser of (a) the average salary cost-of-living adjustment granted to County employees by the Board of Supervisors as of April 1 of the prior year, or (b) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the Contractor and its employees shall also experience no COLAs.

§ 227. Limitation on Corporate Acts. The Contractor shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

§ 228. Contractor's Acknowledgment of Recycled-Content Paper Use. (a) Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

(b) The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or

products used in the performance of this Contract, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (Cal. Pub. Contract Code §§ 10233, 10308.5, 10354.)

§ 229. Sectarian Activities. Contractor certifies that this Contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the Constitution, regarding separation of church and state.

§ 230. Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this Contract on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

§ 231. Compliance with Tax Regulations. Contractor certifies that this contractor has: (1) paid all Federal and State payroll taxes through the end of the calendar quarter preceding the date of the contract; (2) made all tax deposits required by Federal and State laws through the month preceding the date of the contract; (3) complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) complied with all payroll tax rules and regulations of the State of California.

§ 232. General Grievance Procedures. (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints:

(b) If, at any time, the Contractor wishes to change their user complaint policy, the Contractor shall submit changes to the County.

(c) The Contractor shall preliminarily investigate all user complaints and notify the County of the status of the investigation within five (5) business days of receiving the complaint.

(d) When user complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plains for specific actions and strict time deadlines.

(e) Copies of all written complaint responses shall be sent to the County five (5) business days of mailing to the complainant.

§ 233. Compliance with Jury Service Program. (a) 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.

(b) Written Employee Jury Service Policy.

(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 (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides

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

(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 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(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.

§ 234. Notice to Employees Regarding Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Exhibit (__)** of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

§ 235. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places a high priority on the implementation of the safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position

in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

§ 236. Union Activities. For all contracts, except fixed price contracts of $50,000 or less, the Contractor acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Contract and agrees to the following:

(a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

(b) No state funds received under this Contract will be used to assist, promote or deter union organizing.

(c) Contractor will not, for any business conducted under this Contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

(d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

§ 237. Former Foster Youth Consideration

(a) Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employees, and GAIN/GROW participants as described in Sections **217** and **218**, respectively) for any such position(s) to qualified former foster youth. 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:

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

FAX: (213) 738-834

(b) 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).

(c) Contractor is exempt from the provisions of this **§ 237** if it is a government entity.

§ 238. Antitrust Claims. The Contractor by signing this Contract hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

(a) The Government Code Chapter on Antitrust claims contains the following definitions:

(1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Cal. Gov. Code § 4550.)

(b) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Cal. Gov. Code § 4552.)

(c) If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Cal. Gov. Code § 4553.)

(d) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See, Cal. Gov. Code § 4554.)

§ 239. Child Abuse Prevention Reporting. (a) 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 **(800) 540-4000 within California, (323) 283-1960 outside of California,** 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.

(b) Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in California Penal Code Section 11164, et seq. This responsibility shall include:

(1) A requirement that all employees, consultants, or agents performing services under this Contract 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.

(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.

(3) The assurance that all employees of Contractor and subcontractors understand that the safety of the child is always the first priority.

§ 240. Criminal Clearances. (a) For the safety and welfare of the children to be served under this Contract, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

(b) 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 Contract when such information becomes known to Contractor.

(c) 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) 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, sodomy, 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 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.
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	Unlawful 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 or elder or dependent adult

647 (a) & (d)	Disorderly conduct relating to lewd/behavior/prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

§ 241. Background and Security Investigations. Background and security investigations of contractor's staff may be required at the discretion of the County or the State Department of Social Services as a condition of beginning and continuing work under any resultant contract. The cost of background checks is the sole responsibility of the Contractor.

300. INDEPENDENT CONTRACTOR.

§ 301. Independent Contractor. (a) The Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

(b) Contractor and the agents and employees of Contractor in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State or County.

§ 302. Limitations. As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements or contracts.

§ 303. General Warranty. Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Contract. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverable, objectives and/or purposes specified and/or requested by the County pursuant to this contract.

§ 400. CONTRACT ADMINISTRATION.

§ 401. The County Project Director shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

§ 500. PROVISION OF SERVICES.

§ 501. Services. Pursuant to the provisions of this Contract, Contractor shall provide County referred foster youth with vocational training services, as set forth in Exhibit B, Statement of Work, and incorporated herein by this reference, at a level of performance as determined by the County.

§ 502. Non-Authorized Participants. The Contractor agrees that all costs incurred which are related to a participant who does not qualify under the eligibility requirements of the ILP Program shall be the sole responsibility of the Contractor.

§ 600. COMPENSATION AND METHOD OF PAYMENT.

§ 601. Request for Cash. Payment will be made utilizing the ILP Program, "Request For Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the Contract exhibit(s), and in accordance with the method(s) described in the CSS policies and procedures manual dependent upon meeting all requirements contained in this Contract. The County Project Director shall approve the amount of any and all payments. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the Contractor.

§ 602. Fixed Fee Charges. A contract format as set forth may combine cost reimbursement and fixed fee charges so long as no reimbursable cost duplicates any expenses included in a fixed fee. The Contractor shall be responsible for ensuring against such duplication and for clearly segregating each type of cost.

§ 603. Reimbursement for Actual Expenditures. (a) The Contractor shall request reimbursement for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based on budgeted amounts.

(b) The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

§ 604. Request for Advance Payment: (a) To the extent approved by the Board of Supervisors, cash advances, not to exceed 20% of the Contractor annual allocation set forth in Section 3(a) of the primary document, may be provided to the Contractor. Upon request by the Contractor in the form and manner prescribed by the County Project Director, the County may, at the sole discretion of the County Project Director, make advance payments, for anticipated and necessary program expenditures.

(b) Interest earned on cash advances shall be remitted to the County within ten (10) working days after the quarter the interest is earned.

§ 605. Return of Advanced Funds: Upon completion or termination of this Contract, the Contractor shall return any advanced funds which exceed payments due the Contractor, if any, within thirty (30) days of completion or termination of the Contract.

§ 700. FISCAL ACCOUNTABILITY.

§ 701. Fiscal Policies/Procedures. Contractor shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 - Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for State, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative contracts with State and local government agencies, OMB Circular A-133 for audits of States, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations.

§ 702. Federal TANF Regulations. The Contractor agrees to comply with Federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services pursuant to 64 Fed. Reg., Section 263.11 page 17839.

§ 703. Accounting. The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The Contractor should maintain their accounting system on an accrual basis of accounting.

§ 704. Commingling of Funds. Funds disbursed pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

§ 705. Allegations Of Fraud And/Or Abuse. In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate ILP Program provisions and regulations), the County reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Project Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

§ 706. Disallowed Costs. The County may withhold payments if the Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating to any CSS contract that the Contractor has with the County. The County shall require the Contractor to pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County shall notify the Contractor of any disallowed costs.

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION

§ 801. Audit Rights. The Contractor shall establish and maintain a financial management system, which provides for adequate control of ILP Program funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls. Failure to comply with this section may, in addition to other remedies available to the County, result in withholding of payment to the Contractor or termination or suspension of this Contract in accordance with its terms. Furthermore, final payment to the Contractor shall not be made until Contractor has, in the sole determination of the County, fully complied with all requirement contained in this Section.

(a) The Contractor shall obtain and finance annually (at program year end) an independent audit in compliance with respective OMB Circulars. Audit requirements, including those contained in OMB Circular A-133, shall apply to this Contract as follows:

(1) Contractor shall obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which funding is received under this Contract.

(2) The audits required by this Section shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the auditee's fiscal year.

(3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to

final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation.

(b) The Contractor shall allow authorized County, State and Federal representatives to have full access to the Contractor facilities and all related ILP Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this Contract, including the interviewing of the Contractor staff and program participants during normal business hours.

(c) The Contractor shall take all actions necessary to enable any of the County, State, and/or Federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the Contractor to comply with the requirements of this Section shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

(e) Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. (Cal. Gov. Code § 8546.7; Cal. Pub. Contract Code § 10115 et seq.; Cal. Code Reg. ,Title 2, § 1896.)

§ 802. Records. (a) The Contractor shall make any and all ILP Program related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this Contract, as may reasonably be requested by the County, available for inspection and audit by any Federal, State, or County agency, upon request, for three (3) years from the termination date of this Contract. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved. The County reserves the right to seize such records if potential litigation is perceived and must submit documentation of all items seized from Contractor in writing within 60 working days of such action.

(b) (1) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Contract. The Contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.

(2) If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this contract or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence **and** either:

(A) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(B) Deliver all the documentation to a location designated by the County.

(c) The Contractor agrees to maintain an official contract file which contains at least the signed contract and any modification and/or amendments to the contract.

(d) The Contractor shall record costs incurred in the discharge of the Contract.

§ 803. Reporting. Contractor shall submit the following reports for the ILP Program to the County:

(a) **Monthly Invoices Reports:** Two (2) copies each of the Monthly Fiscal Reporting forms and two (2) Participant Summary Reporting Form are to be submitted not later than the fifth (5th) working day of each month.

(b) **Corrective Action Plan Quarterly Report:** Two (2) copies of a quarterly narrative for program quarters in which **Contractor** has not met program performance goals, detailing in the form and manner prescribed by the County Project Director a corrective action plan to resolve quarter's deficiencies and avoid future quarter deficiencies. **Contractor** shall, upon request of the County Project Director, and at a place/time designated by the County Project Director, assign staff to brief the County Project Director and his/her staff on the project's progress.

(c) **Fiscal Close-Out Report:** Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by the County Project Director, with a deadline to be announced for the Independent Living Program, including the reporting of expenses and accruals through **June 30**.

(d) The monthly invoices, corrective action plan and close-out reports identified in this **§ 803** shall be sent to:

County of Los Angeles
Community and Senior Services (CSS)
3175 West Sixth Street, Box 15
Los Angeles, California 90020-1798
Attention: Maggie Mireles, Program Manager

(e) **Program Income.** All revenues in excess of costs for each program that have been properly earned, including program interest, are to be treated as program income. The Contractor shall be responsible for tracking all contract revenues and expenditures for each program, including submission of the following:

(1) An **Income Statement Report** is also generated by the Contractor on contract revenues versus expenditures. This is submitted to the CSS Financial Management Division with the contract close-out report on or before **October 15** following the end of the term of this Contract. The purpose of this report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.

(2) A **Plan for Disposition of Program Income** which must be submitted by the Contractor to the County within thirty (30) days after the Income Statement Report is due. For

Program Income, cost reimbursement rules apply. Program Income must be spent on line items identified in the plan, unless the plan is officially amended. This plan will be reviewed by the County for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.

(3) Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a **Final Report on Disposition** to the County.

(4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

(f) **Revenue Disclosure:** By execution of this Contract and unless waived in writing by the County Project Director, the Contractor certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by the Contractor from all Federal, State, city, or County sources, or other governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities including, but not limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.

(1) During the term of this Contract, the Contractor shall prepare and file a statement similar to that filed pursuant to **§ 803 (e),** each time it receives funding from any governmental agency that is additional to revenue already disclosed in Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following receipt of such additional funding. The County shall not pay the Contractor for any services provided by the Contractor which are funded by other sources.

(2) Governmental agencies and school districts shall be **exempt** from the disclosure requirements of this **§ 803 (f),** except as the requirements pertain to other sources of funding for the ILP Program.

(3) Failure of the Contractor to comply with the requirements of this **§ 803 (f)** shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

(g) **Cost Allocation Plan (CAP) For Cost Reimbursement Activities**. A Cost Allocation Plan (CAP), which is a **Federal requirement** for the Program, must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

(h) **Direct Data Entry Reporting:** Contractor shall be responsible for putting on a daily basis its own computerized participant Direct Data Entry (DDE) of any/all required ILP programs for which the Contractor is receiving County funds at no expense to the County. Contractor shall be

responsible for obtaining the use of an IBM-compatible personal computer (486 Mhz type or higher), equipped with a modem, and licensed copy of Microsoft Excel for Windows 98 or higher. Contractor will retain the original MIS participant form for audit purposes and submit reports to:

County of Los Angeles
Department of Community and Senior Services (CSS)
3175 West Sixth Street
Los Angeles, California 90020-1798
Attention: Vicki Doolittle

(i) **Property/Capital Expenditures.** Prior County written approval from the County Project Director is required for the purchase and/or lease of all nonexpendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with ILP funds, and a per-unit acquisition cost of $5,000 or more. **Contractor's** written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. **Contractor** must also comply with all applicable Federal, State, and County regulations and requirements, including but not limited to, OMB Circulars A-87 and 29 CFR, Part 97, concerning the acquisition, tagging, inventory, and disposition of this property.

(j) **Nonexpendable Property**. The Contractor shall maintain a record for each item of nonexpendable property acquired for this program with ILP Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

(1) Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.

(2) In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.

§ 804. Records and Reports. (a) The Contractor will submit reports and/or records as required by the County and will maintain records and provide access to them as necessary for the County. Reports/records will include, but are not necessarily limited to, the following:

(b) The Contractor will maintain an official Contract file, which contains the signed Contract and any modification thereto, as well as copies of relevant documents and/or records.

(c) The Contractor shall record costs incurred in the discharge of this Contract.

§ 805. Public Records/Confidentiality. (a) Contractor shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.

(b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.

(c) EDD data (information) is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The Contractor agrees to keep all information furnished by EDD strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Contract. Instruct all employees with EDD information access regarding the confidentiality of this information, and the sanctions against unauthorized use **or disclosures found in the California Civil Code §1798.55, the Penal Code §** 502, and California Unemployment Insurance Code **§** 2111**, and the Welfare and Institutions Code, §10850**. Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. EDD confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to EDD. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

(d) Contractor shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Contract. All employees of Contractor who have access to confidential records and data must sign and adhere to the "Employee Acknowledgment and Confidentiality Agreement". Contractor shall notify County of any attempt to obtain confidential records through the legal process.

§ 806. Public Statements. The Contractor shall indicate in any and all press release(s) or any statement to the public related to the program that it is "Funded by the County of Los Angeles and approved by the WIB from funds made available under the ILP Program grant received by the County. All public statements must indicate that the Contractor is an Equal Employment Opportunity employer.

§ 807. Joint Funding and Revenue Disclosure Requirement. By its execution of this Contract, Contractor certifies, unless waived by County, that it has previously filed with the CSS a written statement listing all revenue received, or expected to be received, by Contractor from Federal, State, City or County Sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with the CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this Section, exempt as it pertains to other sources of funding for the ILP Program. All other provisions of this section shall apply. Failure of Contractor to comply with the requirements of this paragraph shall constitute a material breach of contact upon which the County or his designee may cancel, terminate, or suspend this Contract.

§ 900. NONCOMPLIANCE SANCTIONS/PENALTIES

The Contractor agrees to comply with the requirements set forth in this Contract, and those requirements contained in the ILP Program and all applicable directives/bulletins issued by or on behalf of the County, State or Federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this Contract. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions, which may be applied, will be dependent upon the circumstance(s) of noncompliance.

§ 901. Contractor's Performance/Reallocation of Funds. Contractors are expected to perform at optimum capacity in meeting contractual commitments. The minimum levels of performance for all service categories are outlined in the attached contract. The performance of Contractor will be reevaluated as of the end of the program year and funds will be reallocated in accordance with ILP regulations and WIB policies. If Contractor is below the achievement level required, funds may be reduced and reallocated to agencies that are overachieving and qualify for grant increases. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

§ 1000. INDEMNIFICATION AND INSURANCE

§ 1001. Indemnification. (a) The Contractor shall indemnify, defend and save harmless the County, its public officials, officers, employees and agents from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage, arising out of or connected with Contractor operations or its services hereunder, or arising from the negligent acts or omissions of the Contractor in the performance of this Contract, including any workers' compensation suits, liability, or expense, arising from or connected with services performance by or on behalf of the Contractor by any person pursuant to this Contract.

(b) The Contractor shall also defend and indemnify the County from any liability arising from the performance of this Contract as a result of an audit of funds received under this Contract due to the negligent acts or omissions of the Contractor in the performance of this Contract.

(c) Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Contract.

§1002. Insurance. (a) Without limiting the Contractor's indemnification of the County, and except as otherwise provided herein, the Contractor shall provide and maintain at its own expense, and require all of its subcontractors to maintain, during the term of this Contract the following program(s) of insurance covering its operations as applicable hereunder in this Contract. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Proof of insurance shall be delivered to CSS, Employment & Training Contracts Unit, 3175 W. 6th St., Los Angeles, CA 90020-1798, specifying the CSS Contractor Administrator and CSS as the Contract Department on or before the effective date of the contract. Such evidence shall specifically identify this Contract and contain express conditions that the County be given at

least 30 days advance written notice of any modification or termination of any program of insurance. Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

(b) All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on the County's program for contributions. Program(s) of insurance shall include:

(1) **General Liability:** A program, including but not limited to comprehensive general liability and independent Contractor coverage, and comprehensive general liability, with a combined single limit of not less than $1 million per occurrence and $2 million general aggregate. Such insurance shall name the County as additional insured. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.

(2) **Automotive Liability:** A program of insurance with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages and include Contractor and the County's name/address and the signature/date of the insurance representative.

(3) **Workers' Compensation:** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this Contract. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than $1 million for each accident and disease for each employee and policy limit.

(4) **Crime Coverage:** A comprehensive crime policy in an amount not less than $50,000 per occurrence against loss of money, securities, other property, as applicable to this Contract, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.

(5) **Professional Liability:** Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its officers, employees, agents, or professional consultants with a limit of liability of not less than $1 million per occurrence and $3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this Contract.

§ 1003. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate written approval by the County upon review of evidence of Contractor financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the Contractor upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.

(b) Contract to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Contract to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor financial condition, which would have a significant negative effect on the protection, that the self-insurance program provides the Count

(d) Name, address and telephone number of Contractor legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Contractor capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

§ 1004. Public Entities. To the extent both parties to this Contract are public entities, and this provision is activated in writing by the County in the foregoing Contract, the following provision shall be substituted for **§ 1001**, **§ 1002** and **§ 1003** herein:

> In contemplation of the provisions of Section 895.2 of the *Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to Contract as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self insured retention of funds to meet any obligation arising from this Contract.

§ 1005. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County any accident or incident relating to services performed under this Contract 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.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

(c) 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 Program Manager.

(d) 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 Contract.

§ 1006. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 1007. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

(a) Providing evidence of insurance covering the activities of Subcontractors, or

(b) Providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of Subcontractor insurance coverage at any time.

§ 1008. Failure to Procure or Maintain Insurance. Failure on the part of the Contractor to procure or maintain insurance or otherwise satisfy the requirements of this **§ 1008**, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Contract or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may set off the cost of the premiums against any monies due to the Contractor from the County.

§ 1100. TERMINATION/SUSPENSION/PROBATION

§ 1101. Termination for Default. (a) Services performed under this Contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:

(1) The Contractor fails to perform the Services within the time specified in this Contract or any extension approved by the County;

(2) The Contractor fails to perform any other covenant or condition of this Contract,

(3) The Contractor fails to make progress so as to endanger its performance under this Contract.

(4) 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

(b) The Contractor shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through its Project Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole discretion, may procure replacement services and the Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the Contractor was not in Default under the provisions of this Contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under **§ 1102** (Termination for Convenience).

§ 1102. Termination for Convenience. (a) Services performed under this Contract may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the Contractor a written Termination Notice, which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the County, the Contractor shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

§ 1103. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of **§ 1102** (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 1104. Termination for Insolvency. In addition to other provisions provided herein, the County may terminate this Contract for Default, as provided in **§1101**, in any of the following events:

(a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the Federal Bankruptcy Law.

(b) The Contractor files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the Contractor, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The Contractor executes an assignment for the benefit of creditors.

§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in **§ 211** shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angels County District Attorney and/or Department of Child Support Services shall be grounds upon which the County may terminate this Contract.

§ 1106. Termination for Improper Consideration. (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent or Workforce Investment Board member with the intent of securing the Contract or securing favorable treatment with respect to the

award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

(b) The Contractor shall immediately report any attempt by a County officer or employee or Workforce Investment Board member to solicit such improper consideration. The report shall be made either to the Project Director, 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.

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

§ 1107. Suspension of Contract. The County may, by giving notice, suspend all or part of the program operations for up to 60 days for Contractor failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the Contract.

§ 1108. Probation. (a) The County Project Director may place the Contractor on probationary status when it is determined by the County Project Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with County sanction policy guidelines.

(b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The County Project Director must approve the Contractor's Corrective Action Plan (CAP). The County reserves the right to terminate contract(s) of any Contractor on probationary status if the Contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1109. Contractor Responsibility and Debarment. (a) 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.

(b) 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 3 years, and terminate any or all existing contracts the Contractor may have with the County.

(c) 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 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 of submitted a false claim against the County or any other public entity.

(d) If there is any 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 hearing and will advise the Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.

(e) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If 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.

(f) 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.

(g) These terms shall also apply to any subcontractors or independent consultants of the County Contractors.

§ 1200. GENERAL PROVISIONS

§ 1201. Contract Modifications/Amendments. (a) This Contract fully expresses the Contract of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. The County may make a unilateral modification to this Contract at any time, if required by Federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the Federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this Contract accordingly.

(b) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Contract is binding on any of the parties.

(c) **Budget Modifications**. Changes on the total contract funding as set forth in Section 3 of the Contract may be made by contract amendment only. With regard to the movement of funds within the budget, i.e., from one category to another, such movement may not exceed 25% of the Contract. Such modifications must be mutually agreed upon by the County Project Director or his designee, and Contractor and must be in the best interests of the County.

(d) **Program Modifications.** Language may state "Contractor Requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the contract period, and not more than once in each quarter Thereafter, with the exception of the last quarter when there shall be none, unless a written waiver is requested by Contractor and granted by the County."

§ 1202. Prohibition Against Delegation and Assignment. (a) Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole of in part, without the prior written consent of the County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Section, such County consent may be granted in the County's sole discretion and shall require a written amendment to this Contract which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Contract, absent such County consent, shall not be paid by County. Any payments by the County to any delegate or assignee on any claim under this Contract, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off or other reduction for any claims which the County may have against the Contractor, whether under this Contract or otherwise.

(b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the Contractor, is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Contract, then prior written consent there of by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Contract shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Agreement services and other work. This is no way limits any County right found elsewhere in this Contract, including, but not limited to, any right to terminate this Contract.

§ 1203. Subcontracting. (a) No performance of this Contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the County Project Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of **§ 1101** (Termination for Default).

(b) Contractor request to the County Project Director for approval to enter into a subcontract shall include:

(1)A description of the services to be provided by the Subcontractor.

(2) Identification of the proposed Subcontractor and a description of the manner in which the proposed Subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the County Project Director.

(c) In the event the County Project Director consents to subcontracting, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

> *"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."*

(d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any Subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allow ability of any cost under this Contract.

(e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The Contractor shall not assign or subcontract any part or all of its interest in this Contract without written approval from the County Project Director.

(h) All applicable provisions and requirements of this Contract shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any Subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and Federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

§ 1204. Fiduciary Relationships Every collaborative must identify the fiduciary relationship between all the partners of the collaboration and the Lead Agency. The following two (2) fiduciary relationships are recognized by this Contract:

(a) Cost sharing

(b) Non-Financial - A Memorandum of Understanding (MOU) agreement between the Lead Agency and collaborator for services without cost reimbursement

§ 1205. Repayment. The Contractor agrees to be bound by applicable County and ILP Program disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this Contract or applicable ILP Program provisions or implementing rules and regulations.

§ 1206. Payment Contingency. Payments by County during the Contract period are conditioned by:

(a) The availability of said ILP funds, and

(b) The Contractor meeting performance goals set forth in Exhibit B, Statement of Work. Satisfaction of these conditions shall be determined by the County Project Director.

§1207. Acquisition of Supplies and Equipment. (a) Equipment. Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over $5,000.00 per unit in value as approved in the Budget, Exhibit D, and must purchase from the lowest bidder, unless a written waiver is requested by Contractor and granted by the County. In addition, any purchase of equipment of $5,000.00 or more per unit shall require prior written approval of the County/State. All

equipment costing over $5,000.00 and having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the County Auditor Controller Accounting and Contract Administration Handbook and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Contractor. Equipment purchases approved in the budget by above provisions will apply to leasing as well as to purchasing of equipment Title to such equipment shall be vested in County/State per program regulations.

(b) **Purchase and invoice deadlines.** Purchase of equipment or property must be completed prior to the last three (3) months of the Contract period. Contractor must complete all purchases of supplies before the last two (2) months of the contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to the County's Fiscal Section within sixty (60) business days after the Contract termination or they may not be honored. Exceptions to the preceding restrictions/imitations require prior written by County Project Director or his designee.

(c) During this Contract, where equipment is purchased by Community and Senior Services and furnished to the Contractor to assist in providing services under the terms of this Contract, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the request of the Director of the Department, or authorized representative.

§ 1208. Notices. (a) The appropriate County representative, as set forth in Section 5 of the foregoing Contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this Contract.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 1209. Waivers. (a) Waivers of the provisions of this Contract shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach of that provision or of any other provision of this Contract.

§ 1210. Grievance Procedures: Contractor shall submit to the County at the time required contract documents are presented to CSS Contract & Audit Unit Contractor grievance procedures for both program staff and participants in accordance with applicable ILP regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County ILP participant grievance procedures.

§ 1211. Prohibition of Fees. Contractor shall not charge clients fees and/or membership fees for any services funded under this Contract.

§ 1212. Validity. The invalidity of any provision of this Contract shall not void or affect the validity of any other provision. In the event that any provision of this Contract is unenforceable or

held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be effected thereby

§ 1213. Disputes. (a) The Contractor agrees to attempt to resolve disputes arising from this Contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this Contract shall be settled in accordance with County grievance procedures. Contractor shall submit to the County within thirty (30) days of execution of this Contract, a grievance procedure, in accordance with applicable ILP regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedure. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County's ILP participant grievance procedures.

(b) Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the County Area level. The grievance procedure shall be as follows:

(1) Contractor shall request a meeting with the County Project Director or his designee within thirty (30) days from the date of notice of disallowed costs. If the Contractor fails to take this action, the costs become automatically disallowed.

(2) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the County Project Director shall make a final determination.

(3) Final determination by the County Project Director shall be made within 72 days from the date of notice of disallowed costs. Contractor shall assure continued performance of this Contract during any disputes.

(c) Contractor shall continue with the responsibilities under this Contract during any dispute.

§ 1214. Entire Contract. (a)This Exhibit A to the Contract, together with the forgoing Contract and other exhibits thereto constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract.

(b) Contractor warrants that it has received a copy of this Exhibit A to this Contract and upon execution of this Contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

§ 1215. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 1216. Clean Air and Water. All contracts, subcontracts, and subgrants involving amounts in excess of $100,000, shall ensure compliance with all applicable standards, orders, or requirements issued under sections 302 of Clean Air Act (42 U.S.C 1857 (h)), section 508 of the Clean Water Act (33 U.S.C 1368, Executive Order 11738), and Environmental Protection Agency regulations (40 CFR part 15).

§ 1217. Intellectual Property Provisions. (a) **Federal Funding**. To the extent this Contract is funded in whole or in part by the federal government, the County may acquire and maintain the Intellectual Property rights, title and ownership, which result directly or indirectly from

this Contract, except as provided in 37 CFR § 401.14. However, pursuant to 29 CFR § 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) **Ownership.** (1) Except where County has agreed in a signed writing to accept a license, the County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by the Contractor or County and in which result directly or indirectly from this Contract.

(2) **Intellectual Property Defined.** (A) For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(B) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.

(4) Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement (s) to include all Intellectual Property provisions of this **§ 1217**. Such terms must include, but are not limited to, the Subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to

practice by the Subcontractor, Contractor or County and which result directly or indirectly from this Contract or any subcontract.

(5) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

(c) **Retained Rights/License Rights.** (1) Except for Intellectual Property made, conceived derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigned all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of this **§ 1217** or result in a breach of any provisions of law relating to confidentiality.

(d) **Copyright.** (1) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, **§ 1217 (b)(2)(B)**) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire" whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that :

(A) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and

(B) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract may not be reproduced or disseminated without prior written permission from County.

(e) **Patent Rights.** With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Contract's scope of work, Contractor hereby grants to County a license as described under **§ 1217 (c)** for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's

scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

(f) **Third-Party Intellectual Property.** Except as provided herein, Contractor agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (1) obtaining County's prior written approval; and (2) granting to or obtaining for County, without additional compensation, a license as described in **§ 1217(c)**, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Contract, Contractor shall obtain a license under terms acceptable to County.

(g) **Warranties.** (1) Contractor represents and warrants that:

(A) It has secured and will secure all rights and licenses necessary for its performance of this Contract.

(B) Neither Contractor's performance of this Contract, nor the exercise by either party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly form this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(C) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(D) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(E) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.

(F) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(G) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS [CONTRACT/AGREEMENT] DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) **Intellectual Property Indemnity.** (1) Contractor shall indemnify, defend and hold harmless County and its licenses and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to:

(A) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or

(B) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

(2) Should any Intellectual Property licensed by the Contractor to County under this Contract become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of this **§ 1217** by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) **Survival.** The provisions set forth herein shall survive any termination or expiration of this Contract or any project schedule.

§ 1218. Timeliness. Time is of the essence in this Contract.

§ 1219. Approval. This Contract is of no force or effect until signed by both parties and approved by the State Department of General Services, if required. To the extent this **§ 1219** is applicable, Contractor may not commence performance until such approval has been obtained.

FOSTER YOUTH
INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM
STATEMENT OF WORK

I. GENERAL

This Statement of Work defines the minimum required tasks for the provision of services to foster youth enrolled in the Independent Living Skills Enhancement Program. CONTRACTOR is obligated to provide the services described herein. The COUNTY has established a fixed rate per youth for each service described.

II. PURPOSE OF PROGRAM

The purpose of this program is to create an effective, performance-based service delivery system to assist foster youth achieve self-sufficiency and with an emphasis on employment. Eligible foster youth will have access to a continuum of services that are broken down into four domains related to successful independent living. Upon entrance into the program, foster youth will be assessed and services will be individually tailored to emphasize their strengths and meet their needs. As a result, youth should achieve meaningful outcomes that are most likely to lead to youth employment.

III. PROGRAM ELIGIBILITY

Generally, eligibility for emancipation services includes:

- Youth residing in federally-funded, out-of-home care, including undocumented youth;
- Youth residing in Los Angeles County whose jurisdiction is in another California county;
- Former foster youth who reside with a related legal guardian [i.e. Kin-Guardian Assistance Payment (GAP) youth];
- Former foster youth who resides with a non-related legal guardian;
- Former foster youth who was in out-of-home care whose adoption was finalized after the age of 16;
- Former foster youth from another state residing in Los Angeles County;
- Probation Department youth who was once in paid placement, but has returned home, or, a youth in a Probation Department camp.

IV. PROGRAM DESCRIPTION

The Independent Living Skills Enhancement Program will provide services to foster youth ages 16-21 who have emancipated or are emancipating from the foster care system. Services will be provided by contracted Independent Living Program (ILP) Skills Centers who will ensure that their participants have access to Workforce Investment Act (WIA) WorkSource Centers and WIA Youth Centers for more extensive job preparation and placement services as appropriate.

Foster Youth enrolled in the ILP Skills Enhancement Program will first be assessed for eligibility, basic living skills, academic achievement, and vocational interests. Based on assessment results, a youth would receive all of the minimum mandatory requirements, and appropriate services from the four domains: 1) Readiness for Independent Living, 2) Social Relationships and Interpersonal Supports, 3) Vocational Skills and Knowledge of World of Work, and 4) Self-Sufficiency. In order to emphasize the importance of a youth's involvement in the program and to keep track of progress, a Youth Employment Plan will be completed and updated on a regular basis for every youth enrolled.

- Contractor will track the progress of participants in a database tracking system developed for that purpose by CSS;
- CSS will implement an evaluation process that measures the effectiveness of the services provided, for the purpose of guiding future programmatic, fiscal and operational decisions;
- Subcontracts executed by CSS will be performance-based, fixed fee for actual costs incurred. All subcontracts will include a Statement of Work that will detail the specific services to be provided and the method to ensure the delivery of said services;
- Contractor will ensure that all youth enrolled in the program are assessed to determine basic academic skill level, vocational interests, and work readiness, utilizing standardized instruments;
- Contractor will coordinate with CSS to ensure housing services are available to participating foster youth, utilizing existing County resources;
- CSS will require all subcontractors to have access to counseling for enrolled youth, as needed;
- Contractor will work with the existing WIA Youth Centers and WorkSource Centers, to ensure youth are referred as required;
- CSS will be responsible for the fiscal and programmatic monitoring of the ILP Program;
- CSS will hold quarterly meetings with Contractor to discuss the status of the program, issue resolution and updates;

- CSS Project Manager, or designated alternate, shall have full authority to monitor Contractor's performance in the day-to-day operation of the contract;
- CSS Project Manager shall provide direction to Contractor in areas relating to policy, information and procedural requirements;
- Contractor shall provide competent staff to fulfill the agreement; Contractor shall provide sufficient personnel, as proposed by Contractor, to perform all work specified herein.
- Contractor shall provide sufficient personnel, as proposed by contractor, to perform all work specified herein.
- County shall identify a sufficient number of eligible Foster Youth for referral and potential enrollment in to the Program;
- County will refer eligible youth to Contractor or other service providers as it deem appropriate and in the best interest of the youth;
- County does not guarantee that any minimum number of youth will be referred to Contractor;
- County shall ensure that the Transitional Independent Living Plan (TILP) for every youth referred to the Independent Living Skills Enhancement Program is forwarded to Contractor, and that the information is complete, timely and accurate.

V. PROGRAMMATIC SERVICES TO BE PROVIDED BY CONTRACTOR

Project service strategies should incorporate all of the Minimum Mandatory Requirements, and the four key domains that have been identified as directly relevant to youth achieving self-sufficiency and employment:

1. **Readiness for Independent Living:** This domain encompasses skills needed to live independently, such as managing money, dealing with housing issues, developing self-esteem, and accessing community resources. It includes the self perception of youth as being competent, empowered, able to set and accomplish goals, ability to assume responsibility for personal independence, ability to make career choices and decisions, and the ability to take initiative and act on one's own behalf.
2. **Social Relationships and Interpersonal Supports**: This domain pertains to how youth function in their relationships with others, the community, and in the workplace. This domain reflects the belief that having social supports and positive interpersonal relationships is a necessary condition for youth to succeed in living independently.
3. **Vocational Skills and Knowledge of World of Work:** This domain concerns whether a youth has the necessary vocational and educational tools and training to attain self-sufficiency. Areas of emphasis include career preparation, job-seeking skills training, and development of positive work habits. Experiential job opportunities could include work experience, job shadowing, internships and job coaching.

4. **Self-sufficiency**: This domain pertains directly to youth being able to living independently and function as a part of society. It is the culmination of the preparation for independent living, with the ultimate objective of determining whether the youth has the necessary education and training to find and keep a job that pays a living wage.

MINIMUM MANDATORY REQUIREMENTS TO BE COMPLETED BY ALL YOUTH ENROLLED IN PROGRAM
Objectives
1. Completion of 16-hour Job Preparation Course.
2. Completion of assessment of academic skills and vocational interests.
3. Completion of a written Youth Employment Plan.
4. Ability to access tutoring and other educational services, as needed.
5. Ability to access community resources.
Optional • Obtains necessary documents such as a birth certificate, social security card, Immigration/Naturalization records, and resume.

Minimum mandatory requirements for all youth enrolled in a Skills Center program are:

1. **Completion of a 16-hour Job Preparation Course**: Skills Centers will offer curriculum-based classes that teach necessary life skills for job readiness and job skills training. Job preparation training should address employment readiness, including aspects such as interviewing skills, problem-solving techniques, and decision-making skills relative to real life job situations. Job preparation skills could include computer skills, clerical skills, knowledge of the workplace, and preparing a resume. The Skills Centers must issue each youth a Certificate of Completion when he or she completes the course, which must be a minimum of **16 hours**. Curriculum for the course must be approved by the County prior to implementation.

2. **Completion of an assessment of academic skills and vocational interests**: Research on the best practices for serving foster youth has indicated that assessments are a key component of a successful program. In

the Skills Enhancement Program, assessment will be crucial in developing each participant's individualized Youth Employment Plan and understanding what services each youth would benefit from the most. Assessments will be done to evaluate a youth's academic skills and vocational interests.

The following standardized test instruments may be used to assess academic skills and vocational interests and aptitudes of foster youth. A test not listed here may be used if approved by the County.

- Test of Adult Basic Education (TABE)
- DOL Workplace Literacy Test (DOL-WLT)
- Adult Measure of Educational Skills (AMES)
- Adult Basic Learning Examination (ABLE)
- Adult Literacy Test (ALT)
- Armed Forces Qualifying Test (AFQT)
- Basic Occupational Literacy Test (BOLT)
- California Achievement Test (CAT)
- Career Ability Placement Survey (CAPS)
- Comprehensive Adult Student Assessment System (CASAS)
- General Aptitude Test Battery (GATB)
- Iowa Test of Basic Skills (ITBS)
- Metropolitan Achievement Test (MAT)
- Reading Job Corps Screening Test (RJCST)
- Wide Range Achievement Test (WRAT)
- DCFS/Probation Department approved tools

Skill Centers will discuss the results of the assessments with the youths during the development of the Youth Employment Plan.

3. **Completion of a written Youth Employment Plan**: After completing an assessment, a Youth Employment Plan (YEP) will be developed for each youth participant. The purpose of the YEP is to help the youth understand strengths and needs, and to establish educational and employment goals. The YEP is a planning document and can be modified as necessary. It is crucial that the individual participant understand and agree with the goals outlined in the YEP. It addresses the assessment results, and includes such elements as the collection of essential documents (birth certificate, etc.), educational and employment plans, employment goals, and ways to overcome any obstacles to achieving goals. Information should be updated and modifications should be made to the YEP when necessary. Both the youth and the case manager must sign the YEP, and the youth must receive a copy.

4. **Ability to tutoring and other educational services, as needed:** For youth whose assessment test scores indicate a need for basic skills remediation or tutoring, service providers must ensure that such services are available.

Academic/educational services may be provided directly, or through referral to an educational institution. This may be done by establishing linkages between local educational institutions and businesses to ensure youth have access to relevant occupational information. Service providers should help youth access information on the kinds of skills needed to gain employment. Service providers should determine whether youth require additional assistance to complete an educational program, or to secure and keep employment.

Service providers should provide or arrange for individual instruction to youth to enable them to complete coursework. Examples of such services include study skills training, organization of materials, note-taking, methods for retaining new information, peer tutoring, computer assisted learning, and drop-out prevention strategies.

5. **Ability to access community resources:** Each community has a wealth of services and resources available to youth. It is important for Skills Centers to recognize the individual needs of transitioning youth and help the youth become aware of these resources and access them. Each youth enrolled in the Skills Enhancement Program will complete an Accessing Community Resources form with assistance from the Skills Center staff. The Accessing Community Resources form will address resources found in a variety of areas including, physical and mental health and safety, education, employment, financial planning, transportation and driving, tutoring and mentoring, housing, and recreation and entertainment. The youth will list the name and contact information of three community resources in each of the areas mentioned above. Each youth will receive a copy of the Accessing Community Resource form to use as a resource sheet.

6. **Ability to obtain necessary documents such as a birth certificate, social security card, and Immigration/Naturalization Service (INS) records:** Foster youth have historically faced difficulties obtaining essential documents for employment and independent living. Skills Centers will help youth obtain documents that they need for these purposes. The Youth Employment Plan includes a section that identifies these documents, and the date they are obtained. Youth should keep copies of all necessary documents in their possession, and Skills Centers should retain a copy for their files. [This item is optional]

DOMAIN #1 READINESS FOR INDEPENDENT LIVING
Objectives
1. Demonstrates ability to complete personal budget, maintain a bank or credit union account, and manage own finances.
2. Demonstrates ability to conduct a job search, including Internet search.
Optional • For parenting youth, establish a linkage to Childcare Resource and Referral Services. • Demonstrates ability to find housing and manage housing issues.

The requirements for completion of Domain #1 are:

1. **Demonstrates ability to complete personal budget, maintain a bank or credit union account, and manage own finances:** Service providers will assist youth in developing a personal budget and counsel youth in how to use it. A copy of the budget will be given to the youth, and a copy retained in the case file. Youth should be taught money management techniques and the benefits of saving. Youth should be shown how to open a bank or credit union account and how to maintain it.

2. **Demonstrates ability to conduct a job search, including Internet search:** Service provider shall provide job search training including, but not limited to the following elements: motivation and self-esteem, the importance of education, and safety on the job.

DOMAIN #2 SOCIAL RELATIONSHIPS AND INTERPERSONAL SUPPORTS MUST COMPLETE OBJECTIVES #1 AND #2
Objectives
1. Maintains relationship with an adult mentor. [Mandatory]
2. Completion and understanding of comprehensive personal, achievement, aptitude, and vocational tests. [Mandatory]
3. Involved in peer support organization(s).
4. Involved in organized recreational or social activities/groups.

The requirements for completion of Domain #2 are:

1. **Maintains relationship with an adult mentor. [Mandatory]** Service provider facilitates selection, screening and matching of caring adult to youth. An ongoing relationship is established with caring adult who serves as teachers, trainers, or counselors. Mentors should be committed to assisting youth to achieve potential and gain the skills for employment. Assistance may include tutoring youth so they can obtain diploma or GED, or assisting youth in developing positive social behaviors.

2. **Completion and understanding of comprehensive personal, achievement, aptitude, and vocational tests. [Mandatory]** Service provider will identify and administer standardized test instruments to those youth who need additional guidance and direction in choosing an employment goal. Sample test instruments are included in attachments to the RFP document. Service provider will ensure that qualified staff administer and interpret tests, and that the results are explained thoroughly to the youth.

3. **Involved in peer support organization(s).** Service provider will guide and direct youth in the appropriate selection of an organized peer support organization and will document participation. Case management notes will reflect youth involvement in such organizations, as well as any notable issues that arise, and how they were managed. Case manager will observe and identify improvements in behavior resulting from involvement in peer support groups.

4. **Involved in organized recreational or social activities/groups.** Service provider will monitor and document youth involvement in organized groups and the level of participation. Special note will be taken of any leadership positions, event planning, awards or other notable achievements directly resulting from such participation.

DOMAIN #3 VOCATIONAL SKILLS AND KNOWLEDGE OF WORLD OF WORK MUST COMPLETE OBJECTIVES #1 AND 2 AND ONE OF THE REMAINING THREE OBJECTIVES
Objectives
1. Provision of career guidance and counseling of youth to help them develop an educational plan that is consistent with their vocational goals. [Mandatory]
2. Referred to WIA Youth Center or WorkSource Center and enrolled in program. [Mandatory]

3. Completion of work experience, on-the-job training, or paid/unpaid internship.
4. Achievement of high school diploma or GED.
5. Achievement of vocational certificate.

The requirements for completion of Domain #3 are:

1. **Provision of career guidance and counseling of youth to help them develop an educational plan that is consistent with their vocational goals. [Mandatory]** Service provider will counsel and advise youth with respect to their employment goals, and assist youth in accessing information on the kinds of skills needed to gain employment. Assessment test results will determine vocational areas to pursue and ability level of youth. Staff will determine the need for tutoring or academic remediation, and will make appropriate referrals. Vocational goals and objectives will be consistent with assessment test results, and will be interpreted to the youth in a way that is clear and meaningful.

2. **Referred to WIA Youth Center or WorkSource Center and enrolled in program. [Mandatory]** Based on an established linkage with a WIA Youth Center or WorkSource Center, youth will be referred to the most convenient center for comprehensive employment services. Service provider will obtain verification of enrollment into a WIA Youth Program and retain it in the case file.

3. **Completion of work experience, on-the-job training, or paid/unpaid internship:** Service provider will provide opportunities to youth to gain workplace experience that will promote successful employment as an adult. The purpose of this component is to provide opportunities for career exploration and skill development. Planned, structured learning experiences take place in a workplace for a limited period of time. Work experience may be in private, for-profit, not-for-profit, or the public sector. They are designed to enable youth to gain exposure to the world of work and it's requirements, and should help youth acquire the personal attributes, knowledge and skills needed to obtain a job and advance in employment.

   Service provider must provide, or make available to each youth, work experience, on-the-job training or paid or unpaid internships through arrangements with businesses or organizations located in the communities convenient to the youth. Service providers will enter into agreements with businesses and organizations that make such employment opportunities available. Such work opportunities must be structured in a way that will provide youth with the opportunity to use skills acquired in training; have a specific work schedule; include specific goals and objectives, and a means to

verify accomplishment of same; and include an evaluation of youth job performance by employer. Service provider will obtain proof of employment such as time cards or pay stubs.

4. **Achievement of high school diploma or GED:** During the period of time youth is enrolled in the Skills Enhancement Program, youth obtains a high school diploma or General Equivalency Diploma. A copy of the document must be retained in the case file.

5. **Achievement of vocational certificate.** If enrolled youth receives vocational certificate, it will be documented in case files and a copy retained. If a youth was enrolled in a vocational program prior to enrollment in the ILP Skills Enhancement Program, and they complete and receive certificate during the time they are in the program, they may receive credit for the completion. Case manager will document achievement of vocational certificate or license in the case file, and retain a file copy.

DOMAIN #4 SELF-SUFFICIENCY MUST COMPLETE OBJECTIVES #1 AND #2
Objectives
1. Placed (by Skills Center, WorkSource Center, WIA Youth Center, EDD, or other agency/organization) full or part-time in suitable employment. [Mandatory]
2. Remained on a job 90 days or longer.
3. Received a wage increase.
4. Received a positive performance evaluation from employer.

The requirements for completion of Domain #4 are:

1. **Placed (by Skills Center, WorkSource Center, WIA Youth Center, EDD, or other agency/organization) full or part-time in suitable employment. [Mandatory]** Service provider will utilize all available resources to obtain employment for youth who are job ready. If youth is placed by organization/entity other than service provider, documentation will be furnished in support of placement, and service provider will receive credit. Acceptable documentation includes paycheck stub, employment verification form (developed by service provider), letter of verification on employer letterhead indicating hire date, wage, and other pertinent information. In all cases, service provider must follow up for 90 days for every youth placed in

employment. Service provider will provide co-case management services for youth placed at WorkSource Center or WIA Youth Center, to ensure job retention.

2. **Remained on a job 90 days or longer.** Service provider will provide follow-up and support services for at least ninety (90) days after placement on the job, or to the end of the contract period, whichever is less. On the 90th day following placement in a job, service provider will determine whether youth is still employed. If so, verification will be obtained and included in the case file. Acceptable verification includes a paycheck stub or timecard.

3. **Received a wage increase.** Service provider will document that youth received a wage increase by including in case file a copy of paycheck stubs.

4. **Received a positive performance evaluation from employer.** Service provider will follow up with youth who are employed and request a copy of performance evaluation, if available.

VI. PERFORMANCE MEASURES AND STANDARDS/GOALS

Listed below are the ILP Skills Enhancement Program Performance Measures and the Performance Standards/Goals. The standard is the goal set for the contractor to attain. Actual percentages will be negotiated for those proposers awarded a contract.

Performance Measures	Standards/Goals
Paid Unsubsidized Employment – Percent of youth with paid employment, full time or part time, at some point during their enrollment in the program.	**60%**
Job Retention 90 days or longer – Percent of youth remaining in unsubsidized employment 90 days or longer.	**70%**
Work Experience – Percent of youth participating in a work experience, on-the-job training or paid/unpaid internship at some point before they exit the program.	**75%**
Vocational Certificate – Percentage of youth achieving a vocational certificate.	**60%**

VII. FEES FOR SERVICES

MINIMUM MANDATORY REQUIREMENTS TO BE COMPLETED BY ALL YOUTH TOTAL: $400 PER YOUTH	
OBJECTIVES	**DOCUMENTATION**
Completion of 16 hours Job Preparation Course.	Certification of Completion;
Completion of assessment of academic skills and vocational interests.	Youth Employment Plan; Copies of tests.
Completion of a written Youth Employment Plan.	Youth Employment Plan
Ability to access tutoring and other educational services, as needed.	Case Manager documentation.
Ability to access community resources.	Case Manager notes in file; Complete "Accessing Community Resources" Form .
BONUS/INCENTIVE PAYMENT $100 PER YOUTH	
Obtains necessary documents such as a birth certificate, social security card, Immigration/Naturalization records and resume.	Copies of documents

DOMAIN #1 READINESS FOR INDEPENDENT LIVING TOTAL: $200 PER YOUTH	
OBJECTIVES	**DOCUMENTATION**
Demonstrates ability to complete personal budget, maintain a bank or credit union account, and manage own finances.	Copy of personal budget; Checking and/or savings statement
Demonstrates ability to conduct a job search, including Internet searches.	Registered with Monster.Com, Yahoo, or other on-line job search service; Case Manager verification.
BONUS/INCENTIVE PAYMENT - $100 FOR EACH OBJECTIVE PER YOUTH	
For parenting youth, establish a linkage to Childcare Resource and Referral Services.	Case Manager documentation of linkage.
Demonstrates ability to find housing and manage housing issues.	Case Manager notes in file; Completed housing application.

DOMAIN #2 SOCIAL RELATIONSHIPS AND INTERPERSONAL SUPPORTS MUST COMPLETE OBJECTIVES #1 AND #2 $400 PER YOUTH	
OBJECTIVES	**DOCUMENTATION**
1. Maintains relationship with an adult mentor. [Mandatory]	Case Manager documentation.
2. Completion and understanding of comprehensive personal, achievement, aptitude, and vocational tests. [Mandatory]	Copy of test results in file; Youth Employment Plan.
3. Involved in peer support organization(s).	Case Manager documentation.
4. Involved in organized recreational or social activities/groups.	Case Manager documentation that youth is involved in team sports, community clubs or other recreational/group activities

DOMAIN #3 VOCATIONAL SKILLS AND KNOWLEDGE OF WORLD OF WORK OBJECTIVES #1 AND #2 MANDATORY MUST COMPLETE ONE OF REMAINING 3 OBJECTIVES TOTAL: $570 PER YOUTH	
OBJECTIVES	**DOCUMENTATION**
1. Provision of career guidance and counseling of youth to help them develop an educational plan that is consistent with their vocational goals.	Case Manager documentation.
2. Referred to WIA Youth Center or WorkSource Center and enrolled in program.	Referral and enrollment form; Youth Employment Plan.
3. Completion of work experience, on-the-job training, or paid/unpaid internship.	Pay check stubs; Time cards; Youth Employment Plan.
4. Achievement of high school diploma or GED.	Copy of document(s).
5. Achievement of vocational certificate.	Copy of certificate.

DOMAIN #4 SELF-SUFFICIENCY OBJECTIVES #1 AND #2 MANDATORY TOTAL: $300 PER YOUTH	
OBJECTIVES	**DOCUMENTATION**
1. Placed (by Skills Center, WorkSource Center, WIA Youth Center, EDD, or other agency/organization) full or part-time in suitable employment.	Pay check stubs; Time cards; Youth Employment Plan
2. Remained on a job 90 days or longer.	Paycheck stubs; Time cards.
3. Received a wage increase.	Paycheck stubs.
4. Received positive performance evaluation from employer.	Copy of performance evaluation.

VIII. INCENTIVE PAYMENTS TO YOUTH

A fixed rate per youth of $30 per domain/pay point for a maximum of $150 per youth, is allowed by this program. Contractor must issue a written receipt, signed by the youth receiving such a payment.

Contractor will issue a check for exactly $30 to any youth each time that youth completes the activities in the Minimum Mandatory Requirements section and/or the four domains described above.

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM

BUDGET INFORMATION SUMMARY

Contractor Legal Name: _____

Contract Number: _____ Contract Period: _____

☐ Contract Effective Date: _____

☐ Amendment Effective Date: _____

☐ Mod. /Mod. Number: _____ Effective Date: _____

COST ACTIVITY SUMMARY **TOTAL ALLOCATION: $** _____

PROGRAM ACTIVITY	AMOUNT BUDGETED	% ALLOCATED	Leveraged Costs
Administration			
Program			
TOTAL COSTS			

QUARTERLY EXPENDITURES OF PROGRAM COST BY ACTIVITY - CUMULATIVE

	Qtr 1	Qtr 2	Qtr 3	Qtr 4
Administration				
Program				

ALLOCATIONS BY SUPERVISORIAL DISTRICT

I	II	III	IV	V	TOTAL

ALLOCATIONS BY SPA

I	II	III	IV	V	VI	VII	VIII	TOTAL

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM

PARTICIPANT AND FEES MATRIX SUMMARY

Contractor Legal Name: _____

Contract Number: _____ Amendment/Modification: _____

Prepared by: _____ Prepared Date: _____

TOTAL YOUTH TO BE SERVED BY QUARTER - CUMULATIVE				
DOMAINS	QTR 1	QTR 2	QTR 3	QTR 4
Minimum Mandatory Requirements				
Domain #1 - Readiness for Independent Living				
Domain #2 – Social Relationships and Interpersonal Supports				
Domain #3 - Vocational Skills and Knowledge of World of Work				
Domain #4 - Self-Sufficiency				
Total Participants				

PROJECTED FEES CHARGED FOR SERVICES PER YOUTH - CUMULATIVE				
DOMAINS	QTR 1	QTR 2	QTR 3	QTR 4
Minimum Mandatory Requirements (# of youth completing X **$400**)				
Bonus/Incentive for Min. Mandatory Requirements (# of youth completing X **$100**)				
Domain #1 (# of youth completing X **$200**)				
Bonus/Incentive for Domain #1 (# of youth completing each objective X **$100**)				
Domain #2 (# of youth completing X **$400**)				
Domain #3 (# of youth completing X **$570**)				
Domain #4 (# of youth completing X **$300**)				
Total Fees Charged				

COUNTY OF LOS ANGELES - COMMUNITY AND SENIOR SERVICES
INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM - LINE ITEM BUDGET SUMMARY

Contractor Name: _____

Contract # _____ Amend. No. _____ Mod. No. _____

Prepared by: _____ Phone Number: _____ Date Prepared: _____

LINE ITEMS EXPENDITURES	TOTAL COSTS	ADMINISTRATION	PROGRAM
PERSONNEL COSTS			
Salaries & Wages			
Fringe Benefits			
Sub-Total Personnel Costs			
NON-PERSONNEL COSTS			
Facility (Rent)			
Utilities (Telephone, Gas, Electricity, Water)			
Janitorial Services			
Maintenance Repairs			
Furniture & Equipment (Purchase/Rent/Lease)			
Technology/Computerization Purchases			
Indirect Cost (Supported with current approved letter from cognizant agency included)			
Consumable Supplies			
Advertisement/Print/Reproduction Costs			
Travel related cost (mileage, lodging, meals)			
Insurance (Name specific insurances charged)			
Staff Conferences/training			

COUNTY OF LOS ANGELES - COMMUNITY AND SENIOR SERVICES
INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM - LINE ITEM BUDGET SUMMARY

Contractor Name: _____

Contract # _____ Amend. No. _____ Mod. No. _____

Prepared by: _____ Phone Number: _____ Date Prepared: _____

LINE ITEMS EXPENDITURES	TOTAL COSTS	ADMINISTRATION	PROGRAM
NON- PERSONNEL COSTS (CONTINUED)			
Training Materials (Testing and Instructional)			
Incentive Payments to Youth			
Support Services			
Work Experience / Participant Wages and Fringe Benefits			
OJT Employer reimbursement/training wages			
Paid Internship			
Basic Skills Training / Academic Enrichment			
Vocational Training			
Customized Training			
Participant Employment Screening Costs			
Subcontractors (include list in Non-Personnel Schedule)			
Professional Service/Consultant			
Profit (for PROFIT organizations only)			
Other (identify)			
Sub-Total Non-Personnel Cost			
GRAND TOTAL			

COUNTY OF LOS ANGELES - COMMUNITY AND SENIOR SERVICES
INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM - NON-PERSONNEL SCHEDULE

Contractor Name: _____

Contract # _____ Amend. No. _____ Mod. No. _____

Prepared by: _____ Phone Number: _____ Date Prepared: _____

Include all subcontractor names and costs

LINE ITEM EXPENDITURE	DESCRIPTION / JUSTIFICATION (SHOW CALCULATIONS BELOW)	TOTAL COST	ADMINISTRATION	PROGRAM

COUNTY OF LOS ANGELES - COMMUNITY AND SENIOR SERVICES
INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM - PERSONNEL SCHEDULE

Contractor Name: _____

Contract # _____ Amend. No. _____ Mod. No. _____

Prepared by: _____ Phone Number: _____ Date Prepared: _____

Position Title	Quantity (A)	Monthly Salary Rate (B)	% of Time Spent (C)	# of Months (D)	Total Cost (=AxBxCxD)	Cost Administration	Cost Program
				SALARIES SUBTOTAL			

EMPLOYER EXPENSES, CONTRIBUTIONS, AND BENEFITS

FICA			
STATE UNEMPLOYMENT INSURANCE			
WORKERS COMPENSATION			
OTHER (PLEASE LIST)			
OTHER (PLEASE LIST)			
EMPLOYER BENEFITS SUBTOTAL			
TOTAL PERSONNEL COSTS (SALARIES AND BENEFITS)			

COUNTY OF LOS ANGELES - COMMUNITY AND SENIOR SERVICES
INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM - CONSULTANT SCHEDULE

Contractor Name: _____

Contract # _____ Amend. No. _____ Mod. No. _____

Prepared by: _____ Phone Number: _____ Date Prepared: _____

Position Title	Quantity (A)	Monthly Salary Rate (B)	% of Time Spent (C)	# of Months (D)	Total Cost (=AxBxCxD)	Cost Administration	Cost Program
				TOTAL CONSULTANT SALARIES			

COUNTY OF LOS ANGELES - COMMUNITY AND SENIOR SERVICES
INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM

PERSONNEL JOB DESCRIPTION
(Complete a separate form for each budgeted position)

Agency Name: _____

Position Title: _____

Provide a concise summary of job responsibilities/technical skills for **each** position charged to this program. Identify duties **separately** as **Administrative and Program**. (Attach additional sheets as needed.)

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COUNTY OF LOS ANGELES - COMMUNITY AND SENIOR SERVICES
INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM

CONSULTANT JOB DESCRIPTION
(Complete a separate form for each budgeted position)

Agency Name: _____

Position Title: _____

Provide a concise summary of job responsibilities/technical skills for **each** position charged to this program. Identify duties **separately** as **Administrative and Program**. (Attach additional sheets as needed.)

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COUNTY OF LOS ANGELES - COMMUNITY AND SENIOR SERVICES
INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM

SOURCES OF REVENUE

Agency Name: _____

Prepared by: _____ Date Prepared: _____

List all revenue coming to the Agency (Include foundation grants and donations)

	Revenue Source (Grant Title)	Dollar Amount	Grant Period Month /Day/ Year
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
	TOTAL	**$**	

COST ALLOCATION PLAN
FY 2003-2004

Agency Name: _____

Prepared by: _____ Date Prepared: _____

Contract Year: 2003-2004			Program Names and %Distributed					
ITEM OF COST	**Monthly Salary**	**# Mo.**				**ALLOCATION METHOD**	**TRAINING & SUPPORT SERVICES**	**SUPPORTING DOCUMENTATION**
Salaries								
							$	
							$	
							$	
							$	
							$	
							$	
Total Salaries								
Benefits								
Total Fringe Benefits								
Total Salaries & Fringe Benefits								
Pooled Cost							$	
							$	
							$	
							$	
							$	
							$	
							$	
Total Pooled Cost								
Direct Cost							$	
							$	
							$	
							$	
							$	
Total Direct Cost								
TOTAL NON-PERSONNEL COST								
TOTAL EXPENDITURES								

PRICING AND BILLING RATE SCHEDULE

MINIMUM MANDATORY REQUIREMENTS TO BE COMPLETED BY ALL YOUTH TOTAL: $400 PER YOUTH	
OBJECTIVES	**DOCUMENTATION**
Completion of 16 hours Job Preparation Course.	Certification of Completion;
Completion of assessment of academic skills and vocational interests.	Youth Employment Plan; Copies of tests.
Completion of a written Youth Employment Plan.	Youth Employment Plan
Ability to access tutoring and other educational services, as needed.	Case Manager documentation.
Ability to access community resources.	Case Manager notes in file; Complete "Accessing Community Resources" Form
BONUS/INCENTIVE PAYMENT $100 PER YOUTH	
Obtains necessary documents such as a birth certificate, social security card, Immigration/Naturalization records and resume.	Copies of documents

DOMAIN #1 READINESS FOR INDEPENDENT LIVING TOTAL: $200 PER YOUTH	
OBJECTIVES	**DOCUMENTATION**
Demonstrates ability to complete personal budget, maintain a bank or credit union account, and manage own finances.	Copy of personal budget; Checking and/or savings statement
Demonstrates ability to conduct a job search, including Internet searches.	Registered with Monster.Com, Yahoo, or other on-line job search service; Case Manager verification.
BONUS/INCENTIVE PAYMENT - $100 FOR EACH OBJECTIVE PER YOUTH	
For parenting youth, establish a linkage to Childcare Resource and Referral Services.	Case Manager documentation of linkage.
Demonstrates ability to find housing and manage housing issues.	Case Manager notes in file; Completed housing application.

DOMAIN #2 SOCIAL RELATIONSHIPS AND INTERPERSONAL SUPPORTS MUST COMPLETE OBJECTIVES #1 AND #2 $400 PER YOUTH	
OBJECTIVES	**DOCUMENTATION**
1. Maintains relationship with an adult mentor. [Mandatory]	Case Manager documentation.
2. Completion and understanding of comprehensive personal, achievement, aptitude, and vocational tests. [Mandatory]	Copy of test results in file; Youth Employment Plan.
3. Involved in peer support organization(s).	Case Manager documentation.
4. Involved in organized recreational or social activities/groups.	Case Manager documentation that youth is involved in team sports, community clubs or other recreational/group activities

DOMAIN #3 VOCATIONAL SKILLS AND KNOWLEDGE OF WORLD OF WORK OBJECTIVES #1 AND #2 MANDATORY MUST COMPLETE ONE OF REMAINING 3 OBJECTIVES TOTAL: $570 PER YOUTH	
OBJECTIVES	**DOCUMENTATION**
1. Provision of career guidance and counseling of youth to help them develop an educational plan that is consistent with their vocational goals.	Case Manager documentation.
2. Referred to WIA Youth Center or WorkSource Center and enrolled in program.	Referral and enrollment form; Youth Employment Plan.
3. Completion of work experience, on-the-job training, or paid/unpaid internship.	Pay check stubs; Time cards; Youth Employment Plan.
4. Achievement of high school diploma or GED.	Copy of document(s).
5. Achievement of vocational certificate.	Copy of certificate.

DOMAIN #4 SELF-SUFFICIENCY OBJECTIVES #1 AND #2 MANDATORY TOTAL: $300 PER YOUTH	
OBJECTIVES	**DOCUMENTATION**
1. Placed (by Skills Center, WorkSource Center, WIA Youth Center, EDD, or other agency/organization) full or part-time in suitable employment.	Pay check stubs; Time cards; Youth Employment Plan
2. Remained on a job 90 days or longer.	Paycheck stubs; Time cards.
3. Received a wage increase.	Paycheck stubs.
4. Received positive performance evaluation from employer.	Copy of performance evaluation.

Exhibit D

REQUIRED DOCUMENTS COVER SHEET

Please submit the following on **agency letterhead:**

1. List of Staff Persons Authorized to Sign Contract Documents _____
2. Current Board of Directors or City Council Roster _____
3. Articles of Incorporation (new agencies) and updates (all agencies) _____
4. By-laws (new agencies) and updates (all agencies) _____

Please complete the following **attached Certifications:**

1. Drug-Free Workplace _____
2. Lobbying _____
3. Vendor's EEO Certification _____
4. Debarment, Suspension and Other Responsibility Matters _____
5. Contractor Employee Jury Service Program Application for Exception and Certification Form _____
6. Notice to Employees Regarding the Safely Surrendered Baby Law Fact Sheet _____

Please submit the following current **insurance documents and endorsements**:

1. General Liability Certificate _____
2. Automotive Liability Certificate _____
3. Crime Certificate _____
4. Additional Insured Policy Endorsement Page (general liability coverage) _____
5. Individual Loss Payee Policy Endorsement Page (crime coverage) _____
6. Workers' Compensation Insurance Certificate _____
7. Professional Liability Certificate (if applicable) _____

As stated in the Standard Terms and Conditions, please have the following documents available for CSS monitors to review:

ADA Compliance Policy
Internal Grievance Procedures: Staff
Internal Grievance Procedures: Participants
Affirmative Action Policy
Board minutes
Classroom Training Curricula Statement
Confidentiality Policy
Conflict of Interest Policy
Child Support Compliance
Personnel Manual
Fiscal Manual
Third Party Agreements

_____ _____
Agency Date Submitted

_____ _____
Agency Representative Signature

EXHIBIT E

AUDITOR CONTROLLER CONTRACT ACCOUNTING AND OPERATING HANDBOOK

ATTACHMENT C

Contract No. _____

Amendment No. _____

COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
INDEPENDENT LIVING PROGRAM AMENDMENT

This Amendment is entered into this _____ day of _____, 200_ by and between the County of Los Angeles, hereinafter referred to as "County", by and through its department of Community and Senior Services, hereinafter referred to as "CSS", and _____ hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the parties hereto have previously entered into a Contract on _____ _____ for an amount not to exceed $_____, pursuant to Public Law 99-272, which added Section 477 to Title IV-E of the Social Security Act, administered through the California Department of Social Services (CDSS) to the Department of Children and Family Services (DCFS), to manage the Foster Youth Independent Living Program ("Program"); and

WHEREAS, CSS has been delegated authority to increase or decrease contract amounts based on contractor's performance and availability of funding provided that the amount of change does not exceed 25% of the original amount; and,

WHEREAS, the County has determined that Contractor is currently performing in a manner which indicates its ability to effectively provide the necessary additional services, and that funding to continue such services is currently available; and

WHEREAS, the parties hereto desire to amend said Contract and its Exhibits in accordance with the terms and conditions set forth below.

NOW THEREFORE, the parties do hereby agree as follows:

I. **SECTION 3. COUNTY OBLIGATIONS** subsection **(a)** is amended in its entirety as follows:

(a) The County agrees to reimburse Contractor for provision of services identified in the Statement of Work/Mandated Program Requirements (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed _____dollars ($_____) during the term of this Contract.

II. **SECTION 4. TERM** is amended in its entirety to read as follows:

(a) The term of this Contract shall commence on _____, 200__ and terminate no later than _____, 200__, except as otherwise provided herein.

III. The following Exhibit Documents are hereby amended by adding new / revised documents, which are attached hereto and which, among other things, will reflect the time extension and / or increase in services, as applicable:

(1) Standard Terms and Conditions (Exhibit A)
(2) Statement of Work/Mandated Program Requirements (Exhibit B)
(3) Budget (Exhibit C)
(4) Pricing and Billing Rate Schedule (Exhibit C-1)
(5) Required Program Documents (Exhibit D)
(6) Auditor Controller Contract Accounting and Operating Handbook (Exhibit E)

IV. Except as expressly modified by this Amendment, the unaffected term and conditions of the Contract shall remain valid, binding, and enforceable against the parties.

IN WITNESS WHEREOF, the County of Los Angeles, by and through its department of Community and Senior Services, have caused this Amendment to be executed on their behalf by their duly authorized representative. The person signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

By: _____
ROBERT RYANS, Director
Community and Senior Services

Approved as to Form:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy

[CONTRACTOR NAME]

By: _____
(Signature)

_____
(Print or Type Name)

_____
(Title)

Executed at: _____

_____
(Date)

INDEPENDENT LIVING SKILLS ENHANCEMENT PROGRAM
Minorities/Women Participation
(Percent Minority / Percent Women)

Agency	Type of Agency	Ownership/ Partnership	Managers	Staff
Community Build	Non-profit	NA	NA	NA
David & Margaret	Non-profit	NA	NA	NA
Door of Hope	Non-profit	NA	0% / 100%	100% / 100%
GLASS	Non-profit	NA	NA	NA
HELP Group	Non-profit	NA	NA	NA
Jovenes Inc.	Non-profit	83% / 33%	75% / 50%	77% / 46%
JVS	Non-profit	NA	10% / 90%	15% / 85%
LA Conservation Corps	Non-profit	NA	66% / 50%	94% / 61%
Penny Lane	Non-profit	NA	NA	NA
Pomona Valley	Non-profit	NA	NA	NA
Salvation Army	Non-profit	NA	52% / 57%	72% / 57%
SSG	Non-profit	NA	NA	NA
Starview	Non-profit	NA	NA	NA

Information based on "Los Angeles County CBE Firm/Organization Information" form. (Note: The disclosure of minority or female composition of employees in an agency is voluntary for non-profit organizations.)