COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-2766
PHONE: (213) 974-8301 FAX: (213) 626-5427

J. TYLER McCAULEY
AUDITOR-CONTROLLER

July 25, 2005

TO: Supervisor Gloria Molina, Chair
Supervisor Yvonne B. Burke
Supervisor Zev Yaroslavsky
Supervisor Don Knabe
Supervisor Michael D. Antonovich

FROM: J. Tyler McCauley
Auditor-Controller

SUBJECT: **AUDIT OF THE SHERIFF'S DEPARTMENT CONTRACT WITH THE AMER-I-CAN FOUNDATION**

In April 2004, your Board approved a one-year, $1 million extension of the Sheriff's contract with the Amer-I-Can Foundation (Amer-I-Can). Under the contract, Amer-I-Can was to provide training to inmates and Sheriff's personnel to reduce racially/ethnically motivated disturbances in County jails. At that time, the Board instructed the Auditor-Controller to audit the program and report back to the Board before any additional extensions were approved.

We contracted with Conrad and Associates, LLP, (Conrad) to review the Amer-I-Can program. Their review included evaluating whether the program has reduced the number of jail disturbances and Amer-I-Can's compliance with the contract requirements.

Conrad's report (attached) indicates that, while the number of jail disturbances has declined by approximately 40% since the Amer-I-Can program started, the auditors could not readily determine whether the Amer-I-Can Program actually caused the reduction. Because the Sheriff made a number of other changes during the same period, Conrad could not determine whether the reduction in disturbances was due to the Amer-I-Can program, the other changes made by the Sheriff or other factors.

Conrad also noted a number of areas where Amer-I-Can did not comply with the contract requirements. Most significantly, Conrad noted that Amer-I-Can did not maintain sufficient training time records and that based on available information, Amer-I-Can provided less than one-half the number of hours of training required by the contract and did not always provide the required number of instructors. Conrad's report

indicates that Amer-I-Can's lack of contract compliance contributed to the auditor's inability to assess the effectiveness of the Amer-I-Can program. We recommend that the Sheriff work with County Counsel to evaluate whether the County can recover payments made to Amer-I-Can based on Amer-I-Can's not providing all of the services required by the contract.

Conrad noted that the Sheriff had done some monitoring of Amer-I-Can's operations. However, the monitoring was not sufficient to ensure Amer-I-Can complied with all the contract requirements. Conrad's report includes a number of recommendations to improve the program and contract provisions.

Conrad discussed their report with the Sheriff and Amer-I-Can management. As noted in the attached report, the Sheriff generally agreed with most of Conrad's findings and recommendations. Amer-I-Can did not respond to the report in writing. Based on Conrad's discussions with Amer-I-Can management, Amer-I-Can disagreed with many of the findings. However, Amer-I-Can could not provide documentation to support their positions.

The one-year extension of the Amer-I-Can contract approved by your Board expired April 6, 2005. The Sheriff has not renewed the contract and Amer-I-Can is no longer providing services. If the Sheriff decides later to renew the Amer-I-Can contract or contract for a similar program, they should ensure that they address the issues and recommendations contained in Conrad's report.

If you have any questions regarding this report, please call me or your staff may contact Mike Pirolo at (626) 293-1110.

JTM:MMO:MP:VT
Attachments

c: David E. Janssen, Chief Administrative Officer
Leroy D. Baca, Sheriff
Violet Varona-Lukens, Executive Officer
Public Information Office
Audit Committee

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER

2004-05 SHERIFF'S CONTRACT WITH AMER-I-CAN FOUNDATION FOR DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING SPECIAL STUDY

FOR THE PERIOD JUNE 20, 2000 THROUGH DECEMBER 31, 2004

Prepared By:

CONRAD AND ASSOCIATES, L.L.P.
Certified Public Accountants
2301 Dupont Drive, Suite 200
Irvine CA 92612

Contact:
Jim Miller
Manager
(949) 474-2020 extension 254
jemiller@cbiz.com

Issue Date: June 6, 2005

COUNTY OF LOS ANGELES

2004-05 Sheriff's Contract with Amer-I-Can Foundation For Disturbance Mediation and Life Skills Training Special Study

For the Period June 20, 2002 through December 31, 2004

Table of Contents

Section	Page
Executive Summary:	
Background	1
Scope	2
Objectives	2
Methodology	2
Analysis	3
Amer-I-Can Contractual Compliance	4
Disturbances	4
Orientation	6
Inmate Training	6
Post Incarceration Services	8
Insurance	9
Complaint Policy	9
Submission of Invoices	9
Financial Records	9
Sheriffs Department Compliance	10
Review of Vendor Market	11
Fee Structure	11
Purpose of Program	12
Conclusion	12
Findings and Recommendations	13
Exhibit A – Disturbances by Year	31
Exhibit B – Inmate Surveys	32

COUNTY OF LOS ANGELES

2004-05 Sheriff's Contract With Amer-I-Can Foundation For Disturbance Mediation And Life Skills Training Special Study

For the Period June 20, 2000 through December 31, 2004

BACKGROUND

On June 20, 2000, the Board of Supervisors of the County of Los Angeles (County) entered into Agreement Number 72840 with Amer-I-Can Foundation (Amer-I-Can) on a sole source basis to provide disturbance mediation and life skills training (Program) to inmates of the North County Correctional Facility (NCCF). This contract was for an initial period of six months.

On March 13, 2001, the County entered into Agreement Number 73277 with Amer-I-Can on a sole source basis to provide services similar to those required by Agreement Number 72840 for a six-month period.

On October 1, 2002, the County entered into Agreement Number 74165 with Amer-I-Can on a sole source basis to provide services similar to those required by Agreement Number 72840 for a one-year period. This Agreement was amended seven times as follows.

- Amendment Number 1 extended the Agreement through October 31, 2003.
- Amendment Number 2 extended the Agreement through November 30, 2003.
- Amendment Number 3 extended the Agreement through December 31, 2003.
- Amendment Number 4 extended the Agreement through January 31, 2004.
- Amendment Number 5 extended the Agreement through February 29, 2004.
- Amendment Number 6 extended the Agreement through March 31, 2004.
- Amendment Number 7 extended the Agreement through April 6, 2005.

In November 2004, the County entered into an agreement with Conrad and Associates, L.L.P. to perform a special study of the contract between the County and Amer-I-Can any report any findings prior to the County executing another contract extension with Amer-I-Can.

COUNTY OF LOS ANGELES

2004-05 Sheriff's Contract With Amer-I-Can Foundation For Disturbance Mediation And Life Skills Training Special Study

For the Period June 20, 2000 through December 31, 2004

SCOPE

The primary focus of this special study was to evaluate the effectiveness of the disturbance mediation and life skills training provided by Amer-I-Can to inmates of the NCCF. The scope of the engagement was limited to the Agreement for services between the County and Amer-I-Can. The period covered by this special study is from June 20, 2000 through December 31, 2004.

OBJECTIVES

This special study was undertaken to determine whether the Program has resulted in a reduction in the number of racially and/or ethnically motivated jail disturbances. Additionally, the objectives of this special study include:

- A determination of whether the services provided by Amer-I-Can are in accordance with the existing contract.
- An evaluation of the effectiveness of the curriculum provided by Amer-I-Can.
- A review of the Agreement between the County and Amer-I-Can and identify areas where the contract can be strengthened.
- A review and evaluation of Amer-I-Can expenditures incurred under the Agreement.
- An evaluation as to whether future contracts should be based upon the current fixed fee basis, or whether some other basis would be more appropriate.
- A review of the availability of other vendors that can provide similar services and whether these services should be competitively bid.
- An evaluation of the Sheriff's administration of the Agreement.

METHODOLOGY

In order to accomplish the objectives of this study, we reviewed a number of functions with the Sheriff's Department, inmates as well as with Amer-I-Can. Specifically, we performed the following steps:

METHODOLOGY (CONTINUED)

- Performed a preliminary survey to ensure that both the Sheriff's Department and Amer-I-Can have a clear understanding as to the scope of the study. The preliminary survey consisted of interviews with Sheriff's Department personnel involved in the contract, as well as employees of Amer-I-Can. This preliminary survey allowed us to gain an understanding of the Program and afforded us an opportunity to determine whether the records were auditable and available for review.

- Reviewed available documentation supplied by the Sheriff to determine whether the Program has been successful in reducing the number of racially and/or ethnically motivated jail disturbances.

- Reviewed the training curriculum provided by Amer-I-Can to ensure it meets the requirements of the Agreement.

- Interviewed inmates who were recent or former graduates and obtained their opinions on the effectiveness of the Program.

- Reviewed systems of accountability for the Sheriff and Amer-I-Can as related to the Program.

- Reviewed Amer-I-Can's compliance with the terms of the Agreement.

- Reviewed the Sheriff's administration of the Agreement.

- Reviewed the Agreement and associated Statement of Work to determine whether it can be strengthened.

ANALYSIS

In an effort to document the results of the procedures we performed, this section has been divided into the following subsections:

- Disturbances
- Inmate Training
- Amer-I-Can Compliance
- Sheriff's Department Administration of Agreement
- Vendor Market

ANALYSIS (CONTINUED)

- Fee Structure
- Aftercare Program

AMER-I-CAN CONTRACTUAL COMPLIANCE

Disturbances

As previously noted, one of the primary factors for the County entering into the agreement with Amer-I-Can was to help reduce jail disturbances. Jail disturbances are classified into three categories: major; minor; and riot. According to the Custody Manual, the definitions of these disturbance classifications are as follows.

- Major Disturbance – A major disturbance involves the majority of the inmates in the affected area and disrupts normal operations. There may be serious injuries to inmates and/or substantial damage to facilities. Significant direct officer intervention, which may include resources from other facilities, is required to resume normal operations.

- Minor Disturbance – A minor inmate disturbance involves a group of three or more inmates. It may disrupt normal operations and requires direct officer intervention. Normal operations are resumed quickly. A minor disturbance may or may not result in injuries to inmates, and may or may not result in damage to facilities.

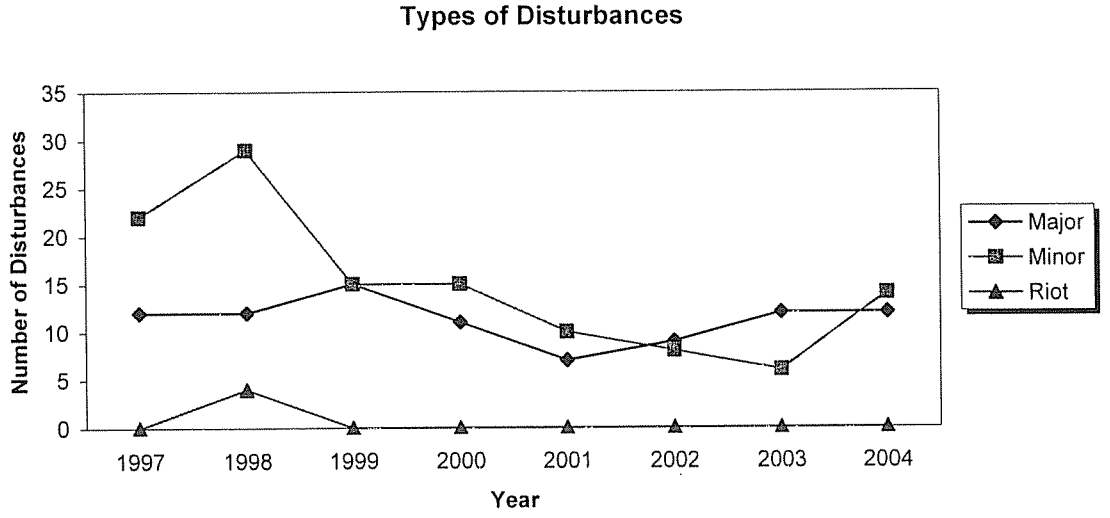
- Riot – A riot is a violent disruption involving significant time and loss of control of portions of the inmate population. The safety of facility personnel and inmates is in serious jeopardy and the integrity of the facility is compromised. Additional Division and/or Department resources are required to resolve the situation and resume normal operations.

In order to determine whether the Amer-I-Can Program has had any impact on reducing the number of jail disturbances, we reviewed total NCCF disturbances from calendar year 1997 through calendar year 2004. A period of time was reviewed prior to the effective date of the Amer-I-Can contract in order to establish a baseline for disturbances.

The following graph displays the number and type of disturbances that were documented by the Sheriff's Department since 1997. As illustrated, the number of major disturbances decreased during the

ANALYSIS (CONTINUED)

first year of the Program, then have increased thereafter. The number of minor disturbances decreased for three years after the Program began, then saw a sharp increase in 2004.



A summary of the disturbances by type can be found in Exhibit A to this report. According to disturbance reports and disturbance summaries prepared by the Sheriff's Department, the vast majority of disturbances appear to be racially motivated. In conjunction with our review of disturbances, we reviewed the procedures in place by Amer-I-Can to investigate disturbances in which Amer-I-Can participants or graduates were involved. The Sheriff's Department is required to provide Amer-I-Can facilitators with information regarding the disturbances. This information includes the date of the disturbance and whether any Amer-I-Can participants or graduates were involved. Amer-I-Can personnel are charged with the responsibility to interview the Amer-I-Can participants or graduates involved in the disturbance and prepare a written report back to the Sheriff with their findings and recommendations. We requested copies of these reports, but were informed by Amer-I-Can personnel that they do not document their interviews with the inmates and that they do not always interview the inmates as required. Amer-I-Can was unable to provide us with a listing of inmates they had interviewed after a disturbance. See Finding Number 1 in the Findings and Recommendations section of this report.

ANALYSIS (CONTINUED)

The total number of disturbances for calendar years 1997 through 2000 was 138 as compared to total disturbances of 83 for calendar years 2001 through 2004 (See Exhibit A for a listing of disturbances for calendar years 2001 through 2004). This represents a decrease of nearly 40% in the total number of disturbances. However, whether the decrease in disturbances is solely attributable to Amer-I-Can's efforts cannot be readily determined as other factors occurred around this same time period which were not included as part of the scope of this project. These factors included:

- Changes in upper management in the jail over the periods reviewed.
- Changes in how inmates were housed and fed, i.e., the Program began in the East Facility before it was moved to the NCCF.
- Changes in the type and age bracket of prisoners in the jail.
- New or enhanced educational programs including computer labs, Beat the Street Program, etc.

Without a tracking system for results and disturbance resolution, we are not able to comment on whether the Amer-I-Can Program alone is directly responsible for the reduction in the disturbances. We are confident the program does have a positive effect on those individuals taking the course. This was based upon interviews conducted with participants in the Program. However, the long-term impact of the Program on its participants is not known, as this data is not tracked by either the Sheriff's Department or Amer-I-Can. We also conducted anonymous surveys of a recently graduated class and a graduating class. According to these surveys, the inmates indicated there is some value to the Program. Exhibit B summarizes the responses we received to the surveys.

Orientation

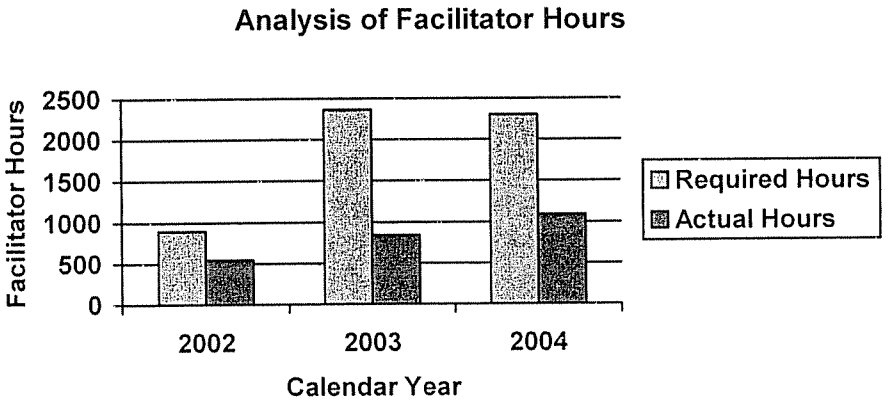
Candidates for participation in the Amer-I-Can Program are primarily identified and selected by the County's Project Monitor. Once the inmates are identified as possible candidates, Amer-I-Can is required to conduct a formal orientation to discuss the basic goals and philosophy of the program with the inmates. The goal of the orientation is to recruit interested inmates. During our review of the recruitment process and through surveys of inmates, it appears that an orientation program is not conducted. See Finding Number 2 in the Findings and Recommendations section of this report.

Inmate Training

The contract between Amer-I-Can and the County indicates that Amer-I-Can is to provide disturbance mediation, personal development and life skills training to inmates, deputies and selected professional

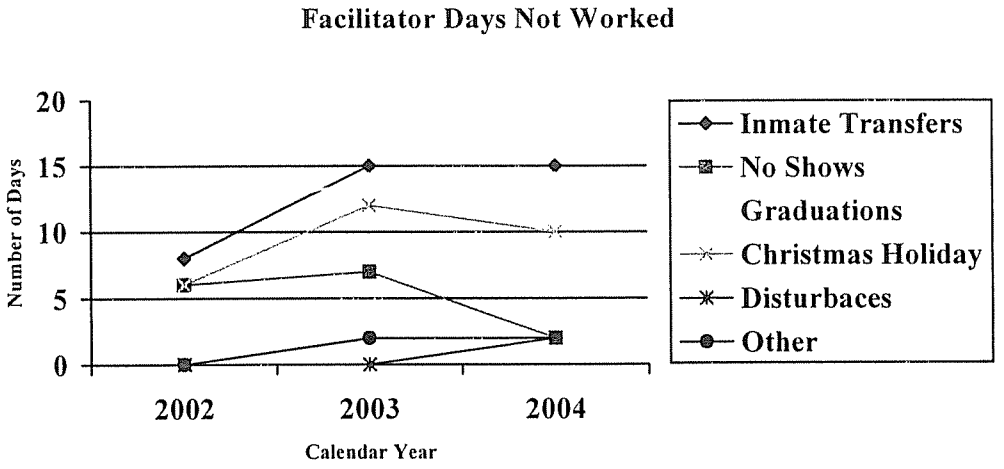
ANALYSIS (CONTINUED)

staff at the NCCF and at other County custodial facilities. The current Contract requires that Amer-I-Can provide two facilitators to conduct classes at the facility for 6 hours per day, 5 days per week, except holidays. The current Contract has been effective since October 1, 2002. The classes, which are scheduled to last three weeks, are to be conducted back-to-back without any breaks between classes. The graph below documents the number of hours worked by facilitators for calendar years 2002 through 2004. Data prior to April 25, 2002 was not available to perform this analysis. As illustrated, for the years we were able to review, the facilitator hours worked were substantially less than the required work hours as stated in the Contract. See Finding Number 3 in the Findings and Recommendations section of this report.



Inmate training classes are to be conducted back-to-back. In order to achieve the back-to-back classes, new participants must be recruited during the active classes. During our review of classes conducted, we noted that class was not conducted on several days throughout the contract period. Per discussions with Amer-I-Can personnel, classes are not conducted on inmate transfer days, graduation days and no class is started around the Christmas holiday. The following graph documents the number of days, as well as the reasons, for calendar years 2002 through 2004 in which classes were not held. Data prior to April 25, 2002 was not available for our review. Additionally, for some of the days during the period under review, Amer-I-Can only provided one facilitator for the class. See Finding Numbers 4 and 5 in the Findings and Recommendations section of this report.

ANALYSIS (CONTINUED)



Amer-I-Can is to provide trained facilitators to conduct the classes. The Contract, however, is silent as to what constitutes a trained facilitator. According to discussions with Amer-I-Can personnel, they complete a certified training program from Cal State, Los Angeles. During our review of the facilitators, we were unable to determine whether some of the facilitators were trained. See Finding Number 6 in the Findings and Recommendations section of this report.

Although the contract does not require training in both English and Spanish, a large number of the inmates only speak Spanish. The class training materials are printed in both English and Spanish. During our observations of a class, as well as through interviews with inmates, we noted that some of the participants are Spanish-speaking and do not understand English. While written materials were provided in Spanish, the verbal instruction was only provided in English. It did not appear that efforts were made to provide the Spanish-speaking participants with a trained bi-lingual instructor. See Finding Number 7 in the Findings and Recommendations section of this report.

Post-Incarceration Services

The first two Contract periods required Amer-I-Can to provide post-incarceration services, in addition to providing disturbance mediation and life skills training to inmates. However, during our evaluation of the Program, we noted that no such services were provided. This requirement ceased to exist in the third

ANALYSIS (CONTINUED)

Contract, dated October 1, 2002. See Finding Number 8 in the Findings and Recommendations section of this report.

Insurance

According to the terms of the Contract, Amer-I-Can is to maintain general liability, auto liability and workers' compensation insurance. We requested proof of insurance in the amounts required by the Contract. We were not provided with the proof of insurance for products/completed operations or workers' compensation. See Finding Number 9 in the Findings and Recommendations Section of this report.

Complaint Policy

Amer-I-Can is required to establish a complaint policy and submit it to the County for approval. We asked for a copy of the policy and subsequent County approval, but one was not provided. See Finding Number 10 in the Findings and Recommendations Section of this report.

Submission of Invoices

The Contract provides for specific information to be included on the monthly invoices submitted by Amer-I-Can to the County. Additionally, certain reports are required to be included as part of the invoice. We reviewed invoices submitted by Amer-I-Can and found them to be inconsistently prepared. See Finding Number 11 in the Findings and Recommendations section of this report.

Financial Records

Amer-I-Can is required to maintain financial records in accordance with generally accepted accounting principles, as well as all employment records to support its performance under the Contract. During our review of records, we noted that Amer-I-Can does not use timecards for its facilitators. See Finding Number 12 in the Findings and Recommendations section of this report.

ANALYSIS (CONTINUED)

SHERIFF'S DEPARTMENT COMPLIANCE

The Sheriff's Department is ultimately responsible for ensuring performance on the Contract with Amer-I-Can. To ensure performance, the Sheriff's Department is responsible for monitoring compliance with the various terms of the Contract. Services provided by the Sheriff's Department in relation to the Contract are as follows. A weekly activity log documenting this information is maintained. These logs are forwarded to the County's Project Monitor for review.

- Enrollment of inmates into the Program – Using postings within the dorms and information received from Amer-I-Can facilitators, the Sheriff's Department compiles a list of qualified inmates eligible to take the Program. Enrollees are generally assigned on a first-come, first-served basis. There is no determination made of who would benefit most from the Program, so long as the dorm is filled at the time the class starts. The selection criteria purposely excludes the most violent of inmates in an effort to reduce potential volatility. Inmates excluded from the program include homosexuals, murderers, police officer killers and pedophiles. It is well known in the inmate population that it is beneficial to get into the Program, not only from a curriculum standpoint, but also from the standpoint that participants receive better treatment, which is in the form of periodic coffee, doughnuts and pizza on graduation day, which are not available to the general inmate population.

- Providing Amer-I-Can with information on disturbances in which Amer-I-Can graduates were involved – Amer-I-Can is required by Contract to interview the graduates and provide a written report to the Sheriff's Department regarding their results of the interviews with the inmates who were directly involved in the disturbance. A total of 65 disturbances were documented by the Sheriff's Department during the Contract period. Fourteen of those 65 disturbances, we were unable to determine whether the Sheriff's Department provided information to Amer-I-Can regarding the disturbance. See Finding Number 13 in the Findings and Recommendations section of this report.

- Graduation ceremonies – The Sheriff's Department is responsible for overseeing the graduation ceremonies, which includes reviewing the guest list and obtaining security clearances for those attending the graduations. According to the Department, this is difficult as Amer-I-Can's list of attendees is usually inaccurate, with the actual attendees of the graduation ceremony not being the same ones on the guest list for which security clearances have been obtained.

ANALYSIS (CONTINUED)

The Sheriff's Department is also charged with the responsibility of performing quarterly and annual reviews of Amer-I-Can to determine if they are in compliance with the Contract, and whether any corrective actions are required. For the period under audit, only two formally documented reviews were prepared. These were completed on August 4, 2004 and November 9, 2004. The Contract requires four quarterly meetings and one annual meeting per Contract year. The Sheriff's Department did attempt to monitor and gain compliance from Amer-I-Can on various Contract requirements throughout the audit period. However, complete Amer-I-Can compliance was never obtained as evidenced by the number of Amer-I-Can compliance findings included in the Findings and Recommendations section of this report. See Finding Number 14 in the Findings and Recommendations section of this report.

REVIEW OF VENDOR MARKET

In an effort to determine whether the services provided under the County's Contract with Amer-I-Can are readily available in the marketplace, we performed Internet searches and contacted and inquired of other custodial facilities throughout the State of California. The result of our work revealed that there are no such services currently being offered. The primary classes that are being taught in other custodial facilities focus on anger management. These classes are generally offered through local colleges or non-profit organizations. Even in the absence of an established vendor market, should the County prepare a request for proposal outlining the services required and outcomes desired, we believe that vendors in the business of providing training will develop programs to meet the County's needs. See Finding Number 15 in the Findings and Recommendations section of this report.

FEE STRUCTURE

The fee structure under the existing contract with Amer-I-Can provides for an annual fixed fee that is paid in equal monthly installments. The fixed fee structure has a built in incentive for contractors to incur less time than what was originally proposed. This was evidenced by Amer-I-Can facilitators incurring fewer hours than that required by the Contract. A more appropriate fee structure for the type of services required would be either time and materials, with a not-to-exceed maximum, or a performance-based structure whereby a contractor would be paid based upon the number of successful graduates. What constitutes a successful graduate will be a point of contract negotiation. See Finding Number 15 in the Findings and Recommendations section of this report.

ANALYSIS (CONTINUED)

PURPOSE OF PROGRAM

When discussing the Program with the Sheriff's Department personnel, it became apparent that the purpose of the Program is unclear. Some individuals interpreted the Contract's sole purpose as to reduce jail violence and reduce the number of disturbances. Other personnel understood the Program's intentions were broader and included teaching life skills techniques that the inmates can draw from once released to the outside and thereby reduce the number of inmates returning to jail. The Contract states that the purpose is to curb jail disturbances and ease racial tensions. This issue should be more clearly understood by all parties as the evaluation of the Program is dependent upon such a clear understanding. See Finding Number 15 in the Findings and Recommendations section of this report.

CONCLUSION

Based upon the results of this study, no conclusion can be drawn as to whether the Amer-I-Can Program aids in the reduction of racially and/or ethnically motivated jail disturbances. As documented, the number of disturbances decreased when the Program was first implemented. However, other changes occurring at the facility at the same time may have also impacted the reduction in disturbances. During the past year, however, the number of disturbances has increased. It is also difficult to precisely determine whether the program is effective. This is due to the numerous instances of Amer-I-Can not complying with the terms of the Contract.

It was noted that the Amer-I-Can Program appears to be a one-of-a-kind program that is not duplicated in other custodial facilities. It may be beneficial for the County to competitively bid the Contract upon expiration to test the marketplace to ensure it is receiving the most services for a fair price. Whether the Contract is extended or bid, we recommend that the County modify the fee structure of the Contract to be on a cost reimbursement basis with incentives for performance.

COUNTY OF LOS ANGELES

2004-05 Sheriff's Contract With Amer-I-Can Foundation For Disturbance Mediation And Life Skills Training Special Study

For the Period June 20, 2000 through December 31, 2004

FINDINGS AND RECOMMENDATIONS

(1) Need to Prepare Written Reports in Response to Disturbances

During our review of jail disturbances, we noted that Amer-I-Can did not prepare detailed written reports of their investigations to disturbances involving Amer-I-Can participants and graduates. Amer-I-Can indicated that investigations were conducted as required, but formal reports were not prepared. We were not provided with any documentation to support whether an investigation was or was not conducted. Amer-I-Can receives written reports from the Sheriff's Department documenting the disturbances and inmates involved.

Exhibit A, Paragraph 4.2 of Contract Number 74165 states, in part:

> "...The CONTRACTOR will be responsible for interviewing all involved inmates and providing a detailed written report outlining the causes for the disturbances and making suggestions for reducing or eliminating future disturbances. These reports will be submitted to the Project Manager within ten (10 business days) of the date the information is provided to the CONTRACTOR."

Recommendation:

We recommend that Amer-I-Can establish procedures to ensure that detailed written reports are prepared and submitted to the County's Project Manager as required.

Management Response:

Amer-I-Can noted that, although the Contract calls for post-disturbance written reports, it was discovered early on that the need to interview inmates in order to gather such information could jeopardize inmate safety by creating an appearance of inmate collaboration with the Contractor and/or LASD staff.

(2) Need to Conduct Periodic Formal Orientation Program

During our review of the inmate selection process, we noted that the Sheriff's Department has taken the responsibility to recruit new enrollees into the Program due to the lack of inmate recruitment effort by Amer-I-Can. Amer-I-Can does not provide a periodic formal orientation to the potential enrollees. This was determined through observation and surveys of recently

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(2) Need to Conduct Periodic Formal Orientation Program (Continued)

graduated inmates. Of the 47 inmates surveyed, 32 indicated that they did not attend an orientation session.

Exhibit A, Paragraph 3.2 of Contract Number 74165 states:

> "The CONTRACTOR shall provide all selected inmates with an orientation to the basic goals and philosophy of the CONTRACTOR's program, with emphasis on identifying and recruiting interested inmates to participate in the CONTRACTOR's program"

Recommendation:

We recommend that Amer-I-Can conduct periodic formal orientations to recruit inmates into the program as required per the Contract.

Management Response:

The first scheduled class of every session, by its very nature, is an orientation session – Introductions are made, and the Program's goals are defined to the participants.

AMER-I-CAN staff will on a monthly basis attempt to recruit inmates. Those inmates who express interest in the Program are screened by LASD staff for eligibility to participate in the Program.

(3) Required Facilitator Hours Not Provided

During our review of inmate training, we noted that Amer-I-Can did not provide the number of facilitator hours as required by the Contract. Specifically, we noted that for calendar years 2002 through 2004, the number of actual and required facilitator hours were as follows:

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(3) Required Facilitator Hours Not Provided (Continued)

Facilitator Hours

Calendar Year	Actual	Required	Variance
2002	548	894	(346)
2003	841	2,364	(1,523)
2004	1,090	2,304	(1,214)

Amer-I-Can does not prepare timecards. As such, in order to determine the number of facilitator hours provided, we used the Daily Activity Reports maintained by the Sheriff's Department. These reports document the facilitator's arrival and departure times at the NCCF. The use of these reports, however, results in an overstatement of facilitator hours as it takes time from the time in which a facilitator enters the facility to the time in which the class begins. No adjustment was made for this transition time.

Exhibit A, Paragraph 3.6 of Contract Number 74165 states, in part:

> "The CONTRACTOR shall provide two trained facilitators for each class...Each class shall be three (3) weeks in length, six (6) hours per day, five (5) days a week..."

Exhibit A, Paragraph C.3.f. of Contract Number 73277 states, in part:

> "CONTRACTOR shall provide a trained facilitator for each class...Each session shall be three (3) weeks in length, six (6) hours per day, five (5) days a week."

Exhibit A, Paragraph C.3.f. of Contract Number 72840 states, in part:

> "Contractor shall provide a trained facilitator for each class...Each class shall be 2 weeks in length, 6 hours per day, five days a week."

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(3) Required Facilitator Hours Not Provided (Continued)

Recommendation:

We recommend that Amer-I-Can provide the number of facilitator hours as required by the Contract. We also recommend that Amer-I-Can prepare and maintain timecards as a record of their hours actually spent facilitating classes.

Management Response:

Concur

(4) Need to Conduct Classes Daily

During our review of inmate training, we noted that Amer-I-Can facilitators did not conduct classes daily as required by the Contract. Specifically, we noted that:

- No classes were conducted on inmate transfer days. These are days when inmates are transferred into and out of the dorm used for Amer-I-Can training;
- No classes were conducted on graduation days; and
- If a session finished within two weeks of the Christmas holiday, a new session was not started until after the holiday.

Furthermore, we noted that Amer-I-Can did not schedule make-up days to ensure the required number of class days were met. During calendar years 2002 through 2004, the number of days in which no classes were held, and the reasons for no classes, are as follows:

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(4) Need to Conduct Classes Daily (Continued)

	Number of Days No Class was Held			
Reason for No Class	2004	2003	2002 (1)	Total
Inmate Transfers	15	15	8	38
No Show	2	7	6	15
Graduations	14	14	11	39
Christmas	10	12	6	28
Disturbance	2	0	0	2
Other	2	2	0	4
Total Days	45	50	31	126

(1) Detailed information not available prior to April 25, 2002.

Exhibit A, Paragraph 3.6 of Contract Number 74165 states, in part:

> "...Each class shall be three (3) weeks in length, six (6) hours per day, five (5) days a week..."

Additionally, Exhibit A, Paragraph 3.7 of Contract Number 74165 states, in part:

> "The CONTRACTOR shall conduct back-to-back sessions..."

Additionally, Exhibit A, Paragraph 3.8 of Contract Number 74165 states, in part:

> "The CONTRACTOR shall conduct a graduation ceremony at the completion of each three-week session..."

Furthermore, Exhibit A, Paragraph 5.2 of Contract Number 74165 states:

> "The work days that training will be conducted are generally Monday through Friday, with occasional hours for make-up when pre-planned in advance, except on approved County holidays."

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(4) Need to Conduct Classes Daily (Continued)

Recommendation:

We recommend that Amer-I-Can conduct its classes as required by the Contract. Specifically, we recommend:

- Classes are to be conducted on inmate transfer days. According to Sheriff's Department personnel, this inmate transfer process takes approximately two hours. Thus adequate time is still available for class to be conducted;
- The graduation ceremony is to be held in addition to the three weeks of classroom training;
- Classes are to be conducted back-to-back, except for County holidays; and
- If any days of training are missed during the three-week period, make-up days should be scheduled as required.

Management Response:

Graduation is counted as a class session experience day. Doing so reinforces the Program's mission, justifies the Program for participants and friends, and simultaneously acts as a recruitment tool for future would-be participants.

(5) Need to Provide Two Facilitators Per Class

During our review of inmate training, we noted that Amer-I-Can only provided one facilitator to teach the class on 22 separate days. Amer-I-Can does not prepare timecards. As such, in order to determine the number of facilitators on site, we used the Daily Activity Reports maintained by the Sheriff's Department. These reports document the facilitator's arrival and departure times at the NCCF.

Exhibit A, Paragraph 3.6 of Contract Number 74165 states, in part:

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(5) Need to Provide Two Facilitators Per Class (Continued)

"The CONTRACTOR shall provide two trained facilitators for each class..."

Recommendation:

We recommend that Amer-I-Can establish procedures to ensure that two facilitators are present for each class. If two facilitators are not available, the class should be scheduled as a make-up when two facilitators can be present.

Management Response:

Concur

(6) Need to Provide Credentials for Facilitators

During our review of inmate training, we noted that Amer-I-Can did not provide training certification paperwork on all of its facilitators. Specifically, no training certifications were available for the following facilitators:

- Jeff Harmon
- Lechien Taylor
- Ronnie Barrow
- Melvyn Hayward

Exhibit A, Paragraph 3.5 of Contract Number 74165 states, in part:

> "The CONTRACTOR shall provide trained facilitators to teach material designed to assist inmates..."

The Contract is silent, however, as to what constitutes a trained facilitator. Failure to provide training certifications to the County's Project Monitor casts doubt as to whether the facilitators are properly trained, and can result in non-compliance with the terms of the Contract.

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(6) Need to Provide Credentials for Facilitators (Continued)

Recommendation:

We recommend that Amer-I-Can provide training certification paperwork for all of its facilitators to the County's Project Monitor. We also recommend that Amer-I-Can and the County modify the Contract to document what constitutes a trained facilitator.

Management Response:

LASD has secured the credentials for Mr. Harmon.

The remaining three (3) individuals were guests of Amer-I-Can who were considering employment with their organization. They were not and are not facilitators. This information was disclosed to Conrad's audit staff during their visit.

(7) Need to Provide Program Translation in Spanish

During our review of inmate training, we noted that all classes and program materials are printed in both English and Spanish. Through observation and interviews with inmates, some of the participants were Spanish-speaking and did not understand English. Although not required by the Contract, no effort was made by Amer-I-Can to ensure that the Spanish-speaking participants understood the English-only class. Bi-lingual inmates were used to interpret the materials for the non-English speaking inmates.

Recommendation:

We recommend that Amer-I-Can recruit at least one bi-lingual facilitator to assist with Spanish-speaking participants in understanding the verbal instruction.

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(7) Need to Provide Program Translation in Spanish (Continued)

Management Response:

Bi-lingual inmates have provided a valuable role in communicating the lessons in Spanish to their peers. This role has added a dimension of camaraderie and sense of usefulness for the Program's participants.

Concur - There is no language in the current contract that requires Amer-I-Can to provide bilingual facilitators.

(8) Amer-I-Can Did Not Provide Post-Incarceration Services

During our review of services provided under the terms of the Contract, we noted that Amer-I-Can did not provide post-incarceration services during the first two Contract periods. As of October 1, 2002, this requirement ceased to exist.

Exhibit A, Paragraph C.5 of Contract Number 73277 states:

> "CONTRACTOR shall provide post-incarceration and post-training services, called "Aftercare Program" at no additional cost to COUNTY. These services shall include, but may not be limited to:
>
> C.5.a Employment opportunities, job training services and training in job seeking skills.
>
> C.5.b Collaboration with network of individuals and organizations to provide released inmates with various services to assist in transition to community.
>
> C.5.c Operation of a Community Reentry Program in collaboration with the COUNTY Sheriff's Department for those individuals who are on house arrest and furlough directly from County custodial facilities."

The same requirements were also included as part of Contract Number 72840. Amer-I-Can stated that post-incarceration services were not provided as funding was not available in the

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(8) Amer-I-Can Did Not Provide Post-Incarceration Services (Continued)

Contract. Failure to provide the required post-incarceration services at no additional cost to the County during the first two contract periods resulted in Amer-I-Can not performing under the terms of the Contracts, as well as a lost opportunity for Amer-I-Can and the County to evaluate the effectiveness of the program on inmates who have reentered the community.

Recommendation:

Since Contract Number 74165 (the current contract) does not require post-incarceration services, no corrective actions are warranted.

Management Response:

Amer-I-Can has stated that their organization offers post-incarceration services.

(9) Need to Maintain Required Insurance

During our review of insurance, we noted that Amer-I-Can does not maintain all of the insurance as required by the Contract. Specifically, we were not provided with proof of insurance for the products/completed operations aggregate of $1 million, and workers' compensation.

Paragraph 27 of Contract Number 74165 states, in part:

> "...**General Liability** insurance...with limits of not less than the following...Products/Completed Operations Aggregate: $1 million...**Workers Compensation and Employers' Liability**..."

Failure to provide insurance as required can constitute a default on the Contract.

Recommendation:

We recommend that Amer-I-Can provide proof of insurance for all required insurances as soon as possible to ensure they are in compliance with the terms of the contract.

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(9) Need to Maintain Required Insurance (Continued)

Management Response:

Re: Products/Completed Operations coverage

Although the "products/completed operations" (PCO) line-item coverage is listed as a requirement (standard contract language) in the contract under "Commercial General Liability", it actually does not apply to the services performed by AMER-I-CAN. There is no tangible product deliverable.

The Sheriff consulted with the Contractor's insurance agent, and verified that PCO coverage is not available (nor can be offered) to Amer-I-Can because of the type of work in which they are engaged. Further, the Sheriff's Contract Compliance Unit verified with County Risk Management in late 2002, and again at the time of this writing (04-05-05), that the PCO coverage is not applicable to this contract. As such, it is not enforceable. Amer-I-Can is therefore in compliance with the Commercial General Liability coverage requirement to the extent required by this contract.

Re: Workers' Compensation

LASD has been able to secure a certificate of proof for the required Workers' Compensation insurance program.

(10) Need to Develop a Complaint Policy

During our review of compliance with the terms of the Contract, we noted that Amer-I-Can did not develop a complaint policy and submit it to the County as required.

Paragraph 10 of Contract Number 74165 states, in part:

> "The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within 30 business days after contract effective date, the Contractor shall provide the County with the

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(10) Need to Develop a Complaint Policy (Continued)

> Contractor's policy for receiving, investigating and responding to user complaints..."

Failure to prepare and submit a complaint policy to the County results in non-compliance with the terms of the Contract.

Recommendation:

We recommend that Amer-I-Can develop a formal complaint policy and submit it to the County for approval.

Management Response:

Concur

(11) Need to Prepare and Submit Invoices as Required

During our review of the invoices submitted by Amer-I-Can during the period under audit, we noted that the invoices were not consistently prepared. Specifically, we noted:

- 18 invoices did not report the days and number of hours worked for the period; and
- 23 report pages included with the invoices did not document the instruction hours the participants completed.

Exhibit A, Paragraph E.2 of Contract Number 74165 states, in part:

> "CONTRACTOR shall submit invoices in a uniform format approved by the Sheriff's Project Director with the following minimum information...Days and number of hours worked for the payment period..."

Additionally, Exhibit A, Paragraph E.3 of Contract Number 74165 states, in part:

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(11) Need to Prepare and Submit Invoices as Required (Continued)

> "CONTRACTOR shall submit a report...with each invoice that supports the number of hours worked which includes...the number of instruction hours that the participant completed..."

The initial invoices early in the Contract period were not submitted as required by the Contract. Since that time the Sheriff's Department has worked with Amer-I-Can to improve the invoicing process. Failure to prepare invoices as required may result in delays in the processing of payments.

Recommendation:

We recommend that Amer-I-Can continue to prepare and submit its invoices, along with required reports, as required by the terms of the Contract.

Management Response:

The Contractor has expressed some confusion on this matter.

(12) Need to Maintain Adequate Financial Records

During our review of facilitator hours, we noted that Amer-I-Can does not use timecards for its facilitators. As such, no documentation could be provided by Amer-I-Can to support the number of hours worked by the facilitators.

Paragraph 39 of Contract Number 74165 states, in part:

> "...The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this contract...All such material, including, but not limited to, all financial records, time cards and other employment records...shall be kept and maintained by Contractor..."

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(12) Need to Maintain Adequate Financial Records (Continued)

Recommendation:

We recommend that Amer-I-Can develop a timecard for use by its facilitators to support the number of hours teaching classes. Additionally, these timecards should be maintained as required by the Contract.

Management Response:

Again, related to #11 above, the Contractor expressed some confusion on this matter.

(13) Need to Provide Disturbance Information to Amer-I-Can

During our review of jail disturbances, we noted that the Sheriff's Department did not always provide information on disturbances involving Amer-I-Can program participants and graduates to Amer-I-Can for follow-up. Specifically, we noted that no disturbance information was provided to Amer-I-Can in 14 of the 65 disturbances involving Amer-I-Can participants and graduates during calendar years 2002 through 2004.

Exhibit A, Paragraph 4.2 of Contract Number 74165 states, in part:

> "The Project Manager shall provide the CONTRACTOR with information regarding racially and/or ethnically motivated incidents involving inmates who are attending or have completed the training and remain incarcerated..."

The County Project Monitor did report all major disturbances to Amer-I-Can, but did not report all minor disturbances. Failure to provide Amer-I-Can with disturbance information for all disturbances involving Amer-I-Can participants and graduates prevents Amer-I-Can from fulfilling their contractual responsibility to interview and debrief the participants, as well as assist with the determination of the cause of the disturbance, as well as provide suggestions for improvement to reduce or eliminate future disturbances.

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(13) Need to Provide Disturbance Information to Amer-I-Can (Continued)

Recommendation:

We recommend that the Sheriff's Department provide Amer-I-Can with disturbance information for all disturbances as required by the Contract.

Management Response:

These reports are information, above and beyond the requirements as specified under Exhibit A, Section 4.2 of the contract.

There is no contractual agreement to provide a "narrative" disturbance report, only that the Sheriff "...shall provide the CONTRACTOR with information regarding...incidents involving inmates who are attending or have completed..." the Program.

The notifications from the Sheriff to Amer-I-Can were not always a formal notification, especially in the case of minor disturbances. At times, it was either verbal, or it was handwritten and passed on to an Amer-I-Can instructor. LASD has a very solid mechanism for informing Amer-I-Can about disturbances and had many verbal conversations with Amer-I-Can staff regarding their responsibilities to the contract.

(14) Need for County to Enforce the Terms of the Contract

During our review of Contract compliance, we noted that the Sheriff's Department continually monitored the Contract throughout the audit period. This was evidenced by numerous meeting notes, emails and written evaluation reports provided by the Department. However, given the County's continued efforts to obtain Amer-I-Can's compliance with various terms of the Contract, compliance was not achieved. Specifically, Amer-I-Can was not brought into compliance with the following contractual requirements:

- Need to prepare written reports in response to disturbances;
- Need to conduct periodic formal orientation programs;
- Need to provide required facilitator hours;
- Need to conduct classes daily;

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(14) Need for County to Enforce the Terms of the Contract (Continued)

- Need to provide two facilitators per class;
- Need to provide trained facilitators;
- Need to provide post-incarceration services (only during the first two Contracts, not a requirement of the current Contract);
- Need to maintain insurance;
- Need to develop a complaint policy;
- Need to prepare and submit complete invoices; and
- Need to maintain adequate financial records.

In addition, we noted that the Sheriff's Department conducted two formally documented evaluations of Amer-I-Can's performance during the audit period. These were documented on reports dated August 4, 2004 and November 9, 2004.

Exhibit A, Paragraph 4.2 of Contract Number 74165 states, in part:

> "...The CONTRACTOR and Project Manager shall meet at least quarterly to review the program results and discuss issues related to the continued reduction and elimination of racially and/or ethnically motivated incidents..."

Although the Sheriff's Department was diligent in attempting to bring Amer-I-Can into compliance with the terms of the Contract, compliance for the areas previously identified was not achieved. Additionally, we found no evidence that the issue of continued non-compliance with the various terms of the Contract was elevated through the chain of command for a decision to be made regarding whether Amer-I-Can's was in default.

Paragraph 19 of Contract Number 74165 states:

> "The County or its agent will evaluate the 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 conditions 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...If improvement

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(14) Need for County to Enforce the Terms of the Contract (Continued)

does not occur...the County may terminate or impose other penalties as specified in this Contract."

Recommendation:

We recommend that when the Sheriff's Department continued monitoring efforts are not achieving the desired results, that the instances of continued non-compliance be elevated for consideration of possible termination of the Contract.

Management Response:

The Sheriff has already responded to these points (above).

(15) Need to Modify Terms of Future Contract

Based upon our review of various Contract provisions, we noted the following:

- There appears to be no readily available market for the specific services required under the terms of the Contract. We surveyed other custodial facilities throughout the State, and performed searched on the Internet, but did not find where similar services were offered.

- The current fixed fee structure provides an incentive for a contractor to work less time to increase profits.

- The purpose of the Program was unclear to the parties of the Contract.

FINDINGS AND RECOMMENDATIONS (CONTINUED)

(15) Need to Modify Terms of Future Contract (Continued)

Recommendation:

We recommend:

- The County issue a request for proposals and test the market for other qualified vendors that may exist;
- The fee structure under a new contract be one that is performance-based; and
- The purpose of the Program be clearly defined and understood by all parties before the Contract period begins.

Management Response:

Re: Fixed Fee Structure

Concur

Re: RFPs and 'market availability for other qualified vendors'

The Sheriff concurs that it is feasible that "other qualified vendors" may express interest in establishing such a program in our jails in the future.

Amer-I-Can's current program is meeting the need to help reduce jail disturbances.

County of Los Angeles
Disturbances by Year
2001-2004

Incident Number	Date of Disturbance	Dorm #	Time of Disturbance	# of American Grads in Dorm	# of American Grads Involved	Inmate Svs. Report Date	Disturbance Type	Cause of Disturbance
401001685640054	1/24/2001	626/627	0050	n/a	n/a	n/a	Major	Racial
001002255640054	1/29/2001	724	1715	n/a	n/a	n/a	Minor	Gang related
101003005640144	2/7/2001	711	0940	n/a	n/a	n/a	Minor	Racial
101006015640144	3/12/2001	718	0745	n/a	n/a	n/a	Minor	Racial
101009135640144	4/9/2001	612	1900	n/a	n/a	n/a	Minor	Racial
101009125640144	4/9/2001	612	1600	n/a	n/a	n/a	Minor	Racial
101104015640144	4/22/2001	822	1611	n/a	n/a	n/a	Minor	Racial
101013765640144	5/29/2001	618	2110	n/a	n/a	n/a	Major	Racial
401014345640053	6/6/2001	727	0720	n/a	n/a	n/a	Major	Racial-Disturbing cleaning crew
401014865640144	6/10/2001	614	1420	n/a	n/a	n/a	Minor	Racial-Telephone usage disagreement
564020010627105	6/27/2001	618	0735	n/a	n/a	n/a	Minor	Racial
101019225640054	7/17/2001	728	0830	n/a	n/a	n/a	Major	Racial
101002215640144	8/18/2001	626	0905	n/a	n/a	n/a	Major	Racial-Disrespect
101023865640144	9/8/2001	622	1525	n/a	n/a	n/a	Major	Racial
101025745640144	9/28/2001	713	1200	n/a	n/a	n/a	Major	Racial-Dorm control
001026285640054	10/3/2001	613	0810	n/a	n/a	n/a	Minor	Racial
564020011009001	10/9/2001	716	0730	n/a	n/a	n/a	Minor	Fight between inmates and deputies
	(17)							
102002415640144	1/31/2002	628	1010	n/a	n/a	n/a	Minor	Racial tensions
102003225640144	2/11/2002	718	1708	n/a	n/a	n/a	Minor	Gang related
102003455640144	2/14/2002	619	1340	n/a	n/a	n/a	Major	Racial tensions
102006505640144	3/23/2002	621	0830	n/a	n/a	n/a	Minor	Racial tensions
002011845640054	5/22/2002	627	1814	n/a	n/a	n/a	Minor	Gang related
502013495640054	6/10/2002	722	1906	n/a	n/a	n/a	Major	Racial tensions
002015035640144	6/24/2002	612	2215	n/a	n/a	n/a	Major	Racial tensions
002015025640144	6/25/2002	616	2215	n/a	n/a	n/a	Major	Racial tensions
102015045640144	6/25/2002	612	0700	n/a	n/a	n/a	Major	Racial tensions
502015565640054	6/30/2002	711	2135	n/a	n/a	n/a	Minor	Racial tensions
502015585640054	7/1/2002	711	0704	n/a	n/a	n/a	Minor	Racial tensions
002016335640053	7/8/2002	718	1030	n/a	n/a	n/a	Major	Gang related
402019875640053	8/18/2002	612	2040	n/a	n/a	n/a	Major	Racial tensions
002021455640053	9/5/2002	722/726/727/728	1930	n/a	n/a	n/a	Major	Racial tensions
102023815640144	10/4/2002	722	1855	n/a	n/a	n/a	Minor	Racial tensions
102027155640144	11/12/2002	611	1830	n/a	n/a	n/a	Minor	Racial tensions
002027735640053	11/17/2002	722	1520	n/a	n/a	n/a	Major	Racial tensions
202027745640144	11/17/2002	728	1930	n/a	n/a	n/a	Major	Racial tensions
	(18)							
103000755640144	1/4/2003	613	1610	4	n/a	1/7/2003	Major	Racial tensions
103000845640144	1/19/2003	719	1645	2	1	1/21/2003	Minor	Gang related
103001205640144	1/28/2003	719	2100	1	1	1/31/2003	Minor	Racial tensions
103001545640144	2/3/2003	721	1007	3	n/a	2/3/2003	Minor	Racial tensions
403001565640144	2/3/2003	714	2120	20	3	2/4/2003	Major	Racial tensions
503002875640144	3/2/2003	627	0642	5	2	3/3/2003	Major	Racial tensions
503003035640144	3/5/2003	713	1340	3	1	3/5/2003	Major	Racial tensions
503003215640144	3/8/2003	616	1730	1	0	3/10/2004	Major	Racial tensions
003003235640144	3/9/2003	611	1625	0	0	3/10/2004	Major	Racial tensions
003008145640144	7/12/2003	611	1010	0	0	7/15/2003	Minor	Racial tensions
003009015640054	8/4/2003	716	1230	3	1	8/6/2003	Major	Racial tensions
003009065640053	8/5/2003	621	1700	2	0	8/7/2004	Major	Racial tensions
003011085640054	9/29/2003	729	1945	10	2	10/6/2004	Major	Racial tensions
003013225640144	11/30/2003	729	1428	4	1	11/30/2003	Major	Racial tensions
003002575640144	2/22/2003	610 day room	1315	n/a	n/a	n/a	Minor	Racial tensions
003004605640054	4/13/2003	719	0745	n/a	n/a	n/a	Major	Racial tensions
003009895640054	8/29/2003	623	1750	n/a	n/a	n/a	Minor	Gang related
003012745640053	11/15/2003	623	1630	n/a	n/a	n/a	Major	Gang related
	(18)							
n/a	1/11/2004	614	0800	67	4	1/19/2004	Minor	Racial tensions
004001025640144	1/28/2004	710	1240	0	0	1/28/2004	Minor	Racial tensions
004003015640144	3/11/2004	712	1145	1	0	3/18/2004	Major	Racial tensions
004003645640144	3/21/2004	629	2100	4	2	4/2/2004	Major	Racial tensions
004006355640054	5/26/2004	812	1010	0	0	6/16/2004	Minor	Racial tensions
004006395640144	5/26/2004	627	2040	0	0	6/23/2004	Minor	Racial tensions
004006835640058	6/4/2004	724	1805	3	0	7/2/2004	Major	Fight between inmates and deputies
004008255640054	6/30/2004	713	1300	3	1	7/7/2004	Major	Racial tensions
n/a	7/7/2004	624	2150	3	0	9/9/2004	Minor	Racial tensions
504010255640214	8/12/2004	619	0915	5	n/a	8/16/2004	Major	Fight between inmates and deputies
004011955640054	9/15/2004	527	1505	3	0	9/30/2004	Major	Disrespect between two prisoners
004012175640214	9/21/2004	621,622	1945	0	0	11/10/2004	Major	Racial tensions
004015445640054	12/6/2004	711	2100	13	2	12/14/2004	Major	Disrespect between two prisoners
004013165640053	10/17/2004	710/713	1900	n/a	5	11/12/2004	Major	Racial tensions
004012095640053	9/19/2004	723	1635	n/a	2	10/5/2004	Major	Racial tensions
004004395640005	4/11/2004	627	1740	n/a	n/a	n/a	Minor	Racial tensions
004004935640053	4/23/2004	813	1747	n/a	n/a	n/a	Major	Racial tensions
004005245640144	5/2/2004	718	2215	n/a	n/a	n/a	Minor	Drunk
004005465640144	5/9/2004	722	0120	n/a	n/a	n/a	Minor	Racial tensions
004005605640144	5/13/2004	600 yard	0920	n/a	n/a	n/a	Major	Racial tensions
004005675640053	5/14/2004	926	1845	n/a	n/a	n/a	Minor	Racial tensions
001008125640144	6/27/2004	Visiting	1415	n/a	n/a	n/a	Minor	Racial tensions
004010325640054	8/14/2004	928	1510	n/a	n/a	n/a	Minor	Drunk
004011015640144	8/29/2004	723	2020	n/a	n/a	n/a	Minor	Racial tensions
564020040909107	9/9/2004	713	1130	n/a	n/a	n/a	Minor	Racial tensions
004012775640144	10/9/2004	826	0935	n/a	n/a	n/a	Minor	Racial/Disrespect
004013325640144	10/20/2004	623	0705	n/a	n/a	n/a	Minor	Racial/Disrespect
004013805640144	10/30/2004	816	1507	n/a	n/a	n/a	Minor	Racial/Disrespect
004015025640058	11/26/2004	628	1545	n/a	n/a	n/a	Major	Gang related
004016695640214	12/29/2004	715	1805	n/a	n/a	n/a	Major	Racial tensions
	(30)							

n/a=information not available from reports supplied by client

County of Los Angeles
Inmate Survey Results
December 16, 2004

EXHIBIT B

How did you find out about the program?

Through a friend	8
Recruitment	1
Deputies sign-up sheet	8
Draft	3
Unresponsive	2
	22

Where your expectations met?

Yes	19
No	0
Somewhat	1
Unresponsive	2
	22

Did you go through any orientation?

Yes	4
No	16
Unresponsive	2
	22

How many hours per day, on average?

2-5	8
More than 5	12
Unresponsive	2
	22

Difficulty in understanding program?

Yes	0
No	21
Unresponsive	1
	22

First time taking class?

Yes	21
No	1
	22

# of times Bo Taylor came to class?

0-1	19
2 or more	2
Unresponsive	1
	22

Always two facilitators teaching class?

Yes	13
No	9
	22

# of times previously incarcerated?

0-1	4
1-3	6
3-5	5
6-10	2
10-20	2
Over 20	3
	22