County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

June 26, 2007

The Honorable Board of Supervisors
County of Los Angeles
343 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION FOR SECURITY AND MOVEMENT OF STATE PAROLEES DURING REVOCATION PROCEEDINGS (ALL DISTRICTS) (4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the attached resolution authorizing the Los Angeles County Sheriff's Department (Department) to renew State Contract Number 04.01.50.28 with the State of California Department of Corrections and Rehabilitation (CDCR) to provide movement and security of State parolees during parole revocation hearings at Men's Central Jail (MCJ) and Pitchess Detention Center (PDC) for the period July 1, 2007, through June 30, 2010.

2. Authorize the Department to execute the attached agreement with the CDCR for the Department to provide this service.

3. Authorize the Department to execute any amendments to the agreement if it is deemed to be in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Request authorization for the Department to renew State Contract Number 04.01.50.28 with the CDCR to provide security during the movement of and processing of State parolees through parole revocation hearings at MCJ and PDC.

The Department provided this service in prior years by utilizing existing custody personnel whose costs were partially reimbursed by State funding, pursuant to Section 4016.5, Penal Code. However, when the State was compelled in January 2005, under the *Valdivia v. Schwarzenegger* settlement, to provide State parolees with timely parole revocation hearings, the State entered into a contract with Los Angeles County and funded the increases to the enhancements in security and inmate movement as they pertain to the revocation hearings. They would not fully fund the existing items under 4016.5, Penal Code during the prior contract period. The State has now agreed to finance all parole hearing security and transportation positions under the renewal contract, which will include 23 fully funded sworn security positions and the prior contract positions (16.0).

Implementation of Strategic Plan Goals

This Board action is consistent with Strategic Plan Goal 1; Service Excellence, by providing services that are both beneficial and responsive, and Goal 2; Workforce excellence, by enhancing the quality and productivity of the custody workforce.

FISCAL IMPACT/FINANCING

The State's Fiscal Year (FY) 2007-08 Budget Act includes funding to fully reimburse the County for services under this agreement. The estimated cost of the program during FY 2007-08 is $4.9 million. An increase in the Department's revenues in the amount of $3,117,587 will be added to the Department's budget for FY 2007-08 to fund the 23 additional contract positions and other custody-related services provided, including the estimated increases in overtime.

FACTS AND PROVISIONS

With your Board's approval, the attached agreement will allow the Department to hire and dedicate additional custody personnel to provide the level of service required by the State to meet the *Valdivia v. Schwarzenegger* settlement in Los Angeles County. This agreement provides for mutual indemnification of the County and the State.

This agreement has been reviewed and approved as to form by County Counsel, the Chief Administrative Office, and the Auditor-Controller.

CONTRACTING PROCESS

Not applicable.

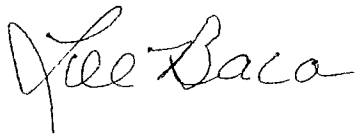
IMPACT ON CURRENT SERVICES (OR PROJECTS)

This agreement is necessary to fund existing and new personnel for the Department to meet the State's settlement obligations. If your Board does not approve this agreement, the State may be subject to Federal court penalties and may seek Federal authority to force the Department into compliance without an agreement in place.

CONCLUSION

Upon conclusion by your Board, please return four (4) originally executed resolutions to the Sheriff's Department's Contract Law Enforcement Bureau for further processing.

Sincerely,



LEROY D. BACA
SHERIFF

RESOLUTION

This RESOLUTION is adopted to certify the approval of the Board of Supervisors of the County of Los Angeles ("Governing Board") to accept the Agreement listed below with the State of California Department of Corrections and Rehabilitation whereby County will be reimbursed for providing security when parole revocation hearings are conducted in County jail facilities identified in the Agreement.

BE IT RESOLVED that the Governing Board of Supervisors of the County of Los Angeles authorized the Sheriff, or his designated representative, to enter into Agreement Number 04.01.50.28 and that the person(s) listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
	Chairman Los Angeles County Board of Supervisors	
_____	_____	_____
_____	_____	_____

The foregoing resolution was on the _____ day of _____, 2007, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

SACHI A. HAMAI, Executive Officer-
Clerk of the Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
BY OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER

By _____
GARY GROSS,
Principal Deputy County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
C07.070
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTOR'S NAME
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

2. The term of this Agreement is: July 1, 2007 through June 30, 2010

3. The maximum amount of this Agreement is: **$ 14,940,276.00**
(Fourteen Million, Nine Hundred Forty Thousand, Two Hundred Seventy-Six Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – Funding Summary	1 page
Exhibit C* – General Terms and Conditions	GTC-307
Exhibit D - Special Terms and Conditions for Public Entity Agreements	6 pages
Exhibit E – CDCR Additional Provisions	2 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* LOS ANGELES COUNTY SHERIFF'S DEPARTMENT		
BY *(Authorized Signature)* Lee Baca	DATE SIGNED *(Do not type)* 6/12/07	
PRINTED NAME AND TITLE OF PERSON SIGNING LEROY D. BACA, Sheriff (323) 526-5737		
ADDRESS 4700 Ramona Blvd. Monterey Park, CA 91754		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING KAREN V. SMITH, Chief, Service Contracts Section		☐ Exempt per:
ADDRESS 1515 S Street, Room 410 South, Sacramento, CA 95814		

AGREEMENT PROVISION

The Los Angeles County Sheriff's Department agrees to provide to the California Board of Parole Hearings (BPH), space and accommodations, as detailed herein, for the conducting of Valdivia processes and/or revocation hearings. Contracted space and accommodation will be provided for dedicated custody services as specified under the Contractor's Responsibilities section. The County shall also provide the BPH with access to holding cells and space, as required, for attorney-client meetings.

FUNDING

The funding for services provided under terms of this contract shall be specific to this contract, and separate from amounts detailed under any other contract between the County and the State.

The Authority for the State to obtain funding and enter into this contract comes from the Validivia v. Schwarzenegger, United States District Court Stipulated Order for Permanent Injunctive Relief (Civ. S-94-0671 LKK/GGH) hereafter referred to as the Valdivia Remedial Plan (VRP).

CONTRACT DEFINITIONS

County or Sheriff – The County of Los Angeles Sheriff's Department, its agent and employees.

State's Representative – Any employee assigned by the BPH of the California Department of Corrections and Rehabilitation (CDCR) to perform overall administrative liaison between the State and the County.

Facility Commander – The Sheriff's employee in charge of the County facility within which revocation proceedings are conducted.

Notice – Process by which a parolee is served with documents relating to parole violation charge(s) including the Notice of Rights to Hearing, copy of the Violation Report Screening Offer by the BPH, and other due process documents as appropriate.

BPH – the California Board of Parole Hearings, California's adult parole board. BPH conducts hearings for all inmates sentenced to life terms with the possibility of parole. In addition, the BPH:

- Establishes terms and conditions for all persons released on parole in California
- Conducts parole revocation hearings for persons who violate the terms and conditions of parole
- Conducts certification, placement, and parole revocation hearings for mentally disordered offenders
- Conducts probable cause hearings for prisoners or parolees in revoked status who meet the criteria to be identified as sexually violent predators

- Considers requests from foreign born inmates who wish to be transferred to their country of citizenship to serve the remainder of their sentences

PCH – Probable Cause Hearing: The PCH is conducted within 13 business days after the hold is placed for alleged violation of terms and conditions of parole to determine whether or not there is sufficient justification to proceed to a hearing, unless the parolee waives that right or asks for a continuance.

Revocation Hearing – An administrative proceeding at which the parole agent presents to the BPH all known facts regarding a parole violation, a description of a parolee's conduct while on parole and a recommendation appropriate to the case. Adverse/friendly witness and supervising parole agent take testimony in the parolee's presence. The BPH makes the decision as to whether or not parole should be revoked.

VALDIVIA REMEDIAL PLAN (VRP)

- In November, 2003, the BPH and CDCR reached a court-approved settlement to resolve a class action lawsuit brought by inmates against the State of California. The suit alleged that the state's parole revocation process violated the inmates' constitutional rights to a timely hearing.

- The settlement, approved and monitored by the U.S. District Court, requires the BPH to administer a Remedial Plan to ensure that parole revocation hearings are conducted within legally established time limits, while preserving the due process rights of inmates.

COUNTY RESPONSIBILITIES

The County agrees to provide the following services and accommodations beginning July 1, 2007 through the term of this contract. All accommodations shall be ADA compliant, adequately sized and acceptable to the BPH, equipped with operational heating and air conditioning, electrical, telephone and data line capability as required by the BPH. The BPH will be provided access to contracted accommodations as required for revocation processes. Restroom facilities shall be located within reasonable proximity to BPH designated accommodations.

- Provide Sheriff Deputies for movement of inmates and security as needed for serves, attorney consultations, and hearings, and uniformed staff to deliver witnesses from all Reception Areas to the hearing room.
- Make available all State inmates scheduled for notices and hearings each day to a readily available holding cell by 8:00AM.
- Facilitate witness access in and out of the hearing area to reduce time delays during hearings and consultations.
- Allow CDCR and BPH staff reasonable access to "notice" inmates in the designated notice area and/or their housing units Monday through Friday from 8:00AM to 5:00PM with the exception of meal service. CDCR and BPH access during non-standard hours and weekends will be available on an exception basis and with reasonable notice.

1. LOS ANGELES COUNTY JAIL (LACJ)
   The County will provide the BPH three PCH rooms measuring a minimum of 15' x 15', two additional attorney visit rooms measuring a minimum of 12' x 12', and one male holding room and one female holding room. In addition, the County will effect modifications to existing revocation hearing rooms to provide for a secure hallway to/from PCH rooms and construct wheelchair accessible witness bathroom facilities for use during revocation hearings. All space and accommodations shall be ADA compliant.

2. PITCHESS DETENTION CENTER (PDC)
   The County will provide the BPH three PCH rooms measuring 13' x 13, two revocation hearing rooms measuring 15' x 15', one additional room measuring 13 x 13', and a second additional room measuring 15' x 15'. All space and accommodations will be ADA compliant.

CDCR/BPH RESPONSIBILITIES

a. Comply with all policies and procedures for SRJ operations.
b. Provide office furnishings and equipment for BPH staff.
c. Agree to pay local, long distance and one-time setup telephone and data line charges incurred by BPH staff.

MUTUAL AID

During the term of the agreement it is anticipated that Parole Agents (PA) may witness incidents while at the SRJ that may require rendering of mutual aid. Since PA's are peace officers, it is expected that guidelines be established specifying the PA's responsibility pursuant to PC830.5(a)(5) authorizing PAs to provide mutual aid and assistance to law enforcement personnel under the following conditions:

1. The PA while performing his or her usual or authorized duties reasonably perceives an imminent life-threatening situation to other law enforcement personnel.
2. Local law enforcement personnel are observed to exhibit a clear and present need for assistance and the agent is called on for assistance.
3. PAs should render assistance that is the least endangering to themselves and third parties as circumstances and actual conditions warrant.
4. PAs shall not exceed the reasonable capability of their current resources in rendering aid to other law enforcement personnel.
5. PAs are prohibited from responding to routine radio traffic unless parolees or civil addicts are involved. If a response is necessary concerning a parolee or civil addict, agents may respond pursuant to current policies and procedures.

ADMINISTRATIVE REQUIREMENTS

All BPH staff shall comply with policy and procedures of County Facility operations to include, but not limited to, security clearances, office rules, etc. The County agrees to facilitate security clearances and access as required for BPH staff to designated space and accommodations.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT CONTACT INFORMATION

Notices, correspondence or communication relating to this agreement should be directed to:

Los Angeles County Sheriff's Department
Contract Law Enforcement Unit
4700 Ramona Blvd.
Monterey Park, CA 91754
(323) 526-5737
(323) 267-6636 – fax

CDCR CONTACT INFORMATION

Should questions or issues arise during the term of this agreement, contact the following CDCR offices:

- Billing/Payment Issues:
  Headquarters Accounting Office
  Phone Number: (916) 327-0283
  FAX Number: (916) 445-2248

- Scope of Service/Performance Issues:
  Board of Parole Hearings
  Hearing Operations Division
  Phone Number: (916) 322-9072

- General Contract Issues:
  Office of Business Services
  Phone Number: (916) 323-8718
  FAX Number : (916) 323-2292

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Compensation

The State agrees to reimburse the County for services rendered as follows:

The cost of dedicated custody related services shall be billed monthly and based on actual costs negotiated, minus the unapplied overtime costs, by the County and the BPH for such services divided into 12 equal monthly payments as identified in Exhibit B-1.

Thereafter, the County shall submit a rate proposal annually to the BPH no later than December 31st prior to each new calendar year. The rate proposal shall be based on the actual costs of services provided to the BPH under the terms of this agreement during the previous completed 12-month fiscal period.

The County may submit interim rate proposals to BPH reflecting mid-year revisions to union bargaining agreements approved by the County Board of Supervisors. Any change to compensation shall be effective the date of such mid-year revision. Until a new cost base is agreed to by both parties, BPH shall compensate the County at the previous rate approved within the contract.

Incremental custody related services (e.g. hourly costs mutually determined to necessary to meet unanticipated workload increase associated with the Valdivia revocation process) shall be billed monthly at the Parole Revocation Hearing rate established under PC 4016.5. Incremental custody services require written pre-authorization from the BPH for the CDCR to accept financial responsibility for such services. Additionally, BPH and the County may mutually negotiate adjustments to the dedicated custody levels deemed necessary to accommodation permanent changes to service levels and related costs required under this agreement. Until new rates are negotiated, the State shall compensate the County at the previous mutually agreed upon rates.

No additional compensation shall be made to the County for any services not provided under this agreement.

2. INVOICING AND PAYMENT

a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with Exhibit B-1.

b. The County shall sequentially number each monthly invoice submitted and also include the Agreement Number and be submitted in triplicate not more frequently than monthly in arrears. Each form must have the original signature of the Facility Commander. The original signed form and two copies of the invoice for VRP services must be sent to:

California Department of Corrections and Rehabilitation
Board of Parole Hearings
Administrative Services - Accounting Liaison
PO Box 4036

Sacramento, CA 95812-4036

Unless otherwise provided for under Section 926.10 of the California Government Code, payment will be made within 60 calendar days after the postmark date of the invoice, unless County is notified within 30 calendar days of receipt of the invoice that the BPH disputes the invoice.

3. **Budget Contingency Clause**

c. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.

d. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

4. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
VALDIVIA REMEDIAL PLAN COSTS
FISCAL YEAR 2007/08 thru 2009/10
RATE SHEET

Exhibit B-1

		Deputy Generalist	Deputy Bonus I	Sergeant	Custody Assistant	
Est Annual S&W		$ 81,024	$ 85,644	$ 105,468	$ 52,562	
Add:						
Employee Benefits						
Sworn	51.61%	41,814	44,198	54,429		
Non-Sworn	41.02%				21,558	
Total Rate		$ 122,838	$ 129,842	$ 159,897	$ 74,120	
Men's Central Jail						
No. of Positions		18	1	1	0	
Position Cost		2,211,085	129,842	159,897	-	2,500,824
Pitchess Detention Center (1)						
No. of Positions		16	1	1	1	
Position Cost		1,965,409	129,842	159,897	74,120	2,329,268
FY 2007-08 S&EB Cost						$ 4,830,092
Estimated Overtime						150,000
Total Contract Costs for 07/08						$ 4,980,092
Total Contract Costs for 08/09						$ 4,980,092
Total Contract Costs for 09/10						$ 4,980,092
Total Contract Costs						$ 14,940,276

(1) Excludes Funa Druna items @ PDC per Cmdr Rodriquez

1. **Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

3. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to the CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

4. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

5. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

6. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

7. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity.

8. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

9. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

10. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

11. Extension of Term

This Agreement may be amended to extend the term if it is determined to be in the best interest of the State and the Contractor. Upon signing the amendment, Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement or last approved amendment reflecting rate changes.

12. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

a. Ex-Offenders on active parole or probation;

b. Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or

c. Any ex-felon in a position which provides direct supervision of parolees.

Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the contractor subject to the following limitations:

a. Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and

b. Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

13. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

14. Taxes

Unless required by law, the State of California is exempt from federal excise taxes. The State will only pay for any state or local sales or use tax on the services rendered or goods supplied to the State pursuant to this Agreement.

15. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

(1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;

(2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or

(3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision <u>or</u> performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

(1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

(2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:

(a) Using an official position for private gain;
(b) Giving preferential treatment to any particular person;
(c) Losing independence or impartiality;
(d) Making a decision outside of official channels; and
(e) Affecting adversely the confidence of the public or local officials in the integrity of the program.

(4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

(1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

(2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly, or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business

status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

16. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

1. **Confidentiality of Information**

CDCR and Provider agree that all inmate/patient medical record information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

2. **Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

3. **Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice 120 days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

4. **Mutual Hold Harmless**

Contractor agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors and omissions of the Contractor or anyone for whom Contractor is legally responsible.

The State agrees, to the fullest extent permitted by law and subject to the availability of funds to hold harmless, defend and indemnify the Contractor, it officers, directors, principals and employees, from any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused by the negligent acts, errors or omissions or the State, the State's contractors, consultants or anyone for whom the State is legally responsible.

5. **Insurance Requirements**

Self-insured public entities MUST provide proof of self-insurance.

Contractor hereby represents and warrants that the Contractor and subcontractors are currently and shall for the duration of this Agreement be insured and provides proof of self-insurance.