LEROY D. BACA, SHERIFF

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

A Tradition of Service

March 06, 2012

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

Dear Supervisors:

APPROVE AGREEMENT WITH HAIGHT ASHBURY FREE CLINICS, INCORPORATED TO PROVIDE A GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking your Board's approval and execution of an Agreement with Haight Ashbury Free Clinics, Incorporated (HAFC) to provide a Gender-Responsive Rehabilitation Program (GRR Program) for female offenders incarcerated in County jails.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Agreement by and between the County of Los Angeles (County) and HAFC, for the GRR Program for a term of three years with an option to extend for two additional one-year option periods, plus one additional six-month option period in any increment for a total term not to exceed five years and six months, with a total Maximum Contract Sum not to exceed $3,523,507 utilizing funding from the Inmate Welfare Fund.

2. Delegate authority to the Sheriff or his designee to execute Change Orders and Amendments to the Agreement as set forth throughout the Agreement, including Change Orders and Amendments: (a) to effectuate modifications which do not materially affect any term of the Agreement, (b) to add new or revised standard County contract provisions adopted by your Board as required from time to time, (c) to exercise Option Term extensions of the Agreement, (d) to effectuate an assignment of rights or delegation of duties pursuant to the Assignment by Contractor provision, (e) to reallocate

Line Item Budget items in accordance with Subparagraph 8.8 of the Agreement, (f) to decrease the scope of services and correspondingly decrease the Maximum Annual Contract Sum(s) and Maximum Contract Sum, and (g) to increase the scope of services for additional work required by the County and correspondingly increase the Maximum Annual Contract Sum(s), which shall not increase by more than ten percent during the Term of the Agreement provided sufficient funding is available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to establish an Agreement with HAFC to provide a recurring GRR Program that provides life skills training and fosters personal well-being, accountability, independence, employability, and family and community cohesion among female offender participants. The GRR Program shall promote behavior change through Evidence-Based Best Practices consistent with the National Institute of Corrections Gender-Responsive Strategies.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness. This Agreement will allow HAFC to provide GRR Program educational services with the goal of promoting female offenders' successful rehabilitation and reintegration into society, thus reducing recidivism.

FISCAL IMPACT/FINANCING

The Department has identified funding from the Inmate Welfare Fund to finance GRR Program services. The Maximum Contract Sum is $3,523,507 for the term of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This is a cost reimbursement Agreement whereby the County pays HAFC for the actual direct costs incurred by HAFC for the delivery of the services plus indirect expenses in the amount of 12 percent of the direct costs. The Maximum Annual Contract Sums shall be as set forth on Exhibit C, Pricing Sheet, of the Agreement. The Maximum Contract Sum for the term of the Agreement, including all options, shall not exceed $3,523,507. The Agreement allows for one-time start-up costs in the amount of $19,233.

HAFC's GRR Program will be provided inside a select dormitory at the Department's Century Regional Detention Facility. This therapeutic community dormitory presently houses approximately 124 female offenders enrolled in various educational and vocational courses that are jointly encapsulated within a primarily education-based set of services known as the Maximum Education Reaching Individual Transformation (MERIT) Program. While the MERIT Program features a number of Department-provided services, many existing MERIT Program elements are facilitated through a contracted education provider.

The framework of HAFC's GRR Program will augment and complement the existing MERIT Program elements and services and be tailored to address the path of criminality for female offenders. The

GRR Program will overlay existing MERIT Program elements and services and will address individual inmate GRR Program participant needs in a gender-responsive fashion.

Participation in all inmate programs within the Department's jail system is voluntary. Participants in all programs, including the MERIT Program, are identified through a variety of means, including inmate request slips, outreach by the Department's Inmate Services Bureau, other custody staff, and court orders.

The GRR Program shall be administered as an open-entry, open-exit system to accommodate inmate GRR program participants who have limited time remaining in custody, yet qualify for, and are desirous of participating in the GRR Program.

HAFC is in compliance with all Board and Chief Executive Office requirements including the Jury Service Program, the Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program.

County Counsel has reviewed and approved this Agreement as to form.

CONTRACTING PROCESS

On October 5, 2010, the Department released a Request for Proposals (RFP) to solicit proposals from vendors to provide GRR Program services for the Department. The Department sent notification of the RFP to 25 vendors by e-mail. The RFP was also posted on the County and the Department websites. A mandatory proposers' conference and mandatory custody facility site visit were held on November 3, 2010, which 13 vendors attended.

On May 9, 2011, the RFP solicitation closed, and the Department received four proposals. An evaluation committee comprised of individuals from the Department and

one non-County agency convened to evaluate the proposals utilizing the informed averaging method in accordance with the Proposal Evaluation Methodology Policy approved by your Board on March 31, 2009.

As a result of that evaluation, HAFC's proposal received the highest score. Therefore, the Department is recommending HAFC for this Agreement award.

One non-selected proposer filed an Intent to Request a Proposed Contractor Selection Review, but did not move forward with the request.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon approval by your Board, please return three adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
Sheriff

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Enclosures

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HAIGHT ASHBURY FREE CLINICS, INC.

FOR

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
HAIGHT ASHBURY FREE CLINICS, INC.
FOR
GENDER-RESPONSIVE REHABILITATION PROGRAM
FOR FEMALE OFFENDERS

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AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
HAIGHT ASHBURY FREE CLINICS, INC.
FOR
GENDER-RESPONSIVE REHABILITATION PROGRAM
FOR FEMALE OFFENDERS

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between County of Los Angeles ("County") and Haight Ashbury Free Clinics, Inc., a corporation organized under the laws of State of California, located at 11550 Evans Avenue, San Francisco, California 94124 ("Contractor"), to provide Gender-Responsive Rehabilitation Program for Female Offenders ("GRR Program") services for the Los Angeles County Sheriff's Department ("Department").

RECITALS

WHEREAS, County, through the Department, desires to contract with Contractor for GRR Program services for the Department's Inmate Services Bureau; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such GRR Program services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through M, attached hereto, and Exhibits N through O, not attached hereto but incorporated herein by this reference, and any Attachments attached hereto or thereto, and any fully executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1 Exhibit A – Additional Terms and Conditions

1.2.2 Exhibit B – Statement of Work

Attachment 1 - Merit Program Description
Attachment 2 - LASD Entry Application for Custody Facilities
Attachment 3 - Political Activity
Attachment 4 - Security of Personal Property

1.2.3 Exhibit C – Pricing Sheet

1.2.4 Exhibit N – County RFP #402-SH for Gender-Responsive Rehabilitation Program for Female Offenders

1.2.5 Exhibit O – Contractor's Response to RFP #402-SH

1.2.6 Exhibit I – Performance Requirements Summary Chart

1.2.7 Exhibit D – Contractor's EEO Certification

1.2.8 Exhibit H – Contract Discrepancy Report

1.2.9 Exhibit L – Invoice Discrepancy Report

1.2.10 Exhibit M – Non-Employee Injury Report

1.2.11 Exhibit E1– Contractor's Employee Acknowledgment and Confidentiality Agreement

Exhibit E2 – Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.2.12 Exhibit G – Safely Surrendered Baby Law

1.2.13 Exhibit F – Jury Service Ordinance

1.2.14 Exhibit J – Contractor's Certification of Compliance with the County's Defaulted Property Tax Reduction Program

1.2.15 Exhibit K – Charitable Contributions Certification

1.3 Additional Terms and Conditions. Without limiting the generality of Sub-paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, Attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. DEFINITIONS

The following terms and phrases as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 "Agreement" has the meaning set forth in Sub-paragraph 1.1 (Agreement).

2.2 "Amendment" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).

2.3 "Board" means the Los Angeles County Board of Supervisors.

2.4 "Business Day" means Monday through Friday, excluding County observed holidays.

2.5 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments)

2.6 "Contractor" has the meaning set forth in the preamble.

2.7 "Contractor Key Personnel" has the meaning set forth in Sub-paragraph 4.2.2 (Approval of Contractor's Staff).

2.8 "Contractor Program Director" has the meaning set forth in Sub-paragraph 4.1 (Contractor Program Director).

2.9 "County" has the meaning set forth in the preamble.

2.10 "County Counsel" means County's Office of the County Counsel.

2.11 "County Project Director" has the meaning set forth in Sub-paragraph 3.1 (County Project Director).

2.12 "County Project Manager" has the meaning set forth in Sub-paragraph 3.2 (County Project Manager).

2.13 "Department" has the meaning set forth in the preamble.

2.14 "Direct Costs" means all costs associated with the day-to-day expenses of providing the GRR Program services required herein, inclusive of personnel costs, including salaries and benefits, and operating expenses, such as equipment, supplies, and software, and more specifically as specified in Exhibit C (Pricing Sheet).

2.15 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

2.16 "Gender-Responsive" means creating an environment that reflects an understanding of the realities of women's lives and addresses the issues of women.

2.17 "GRR Program" has the meaning set forth in the preamble and more specifically means the Gender-Responsive Rehabilitation Program for Female Offenders services required to be provided by Contractor under this Agreement.

2.18 "Indirect Expenses" means a percentage of Direct Costs attributable to all overhead and indirect costs, including but not limited to payroll, human resources, accounting, and administrative fees associated with providing the GRR Program services required herein, and more specifically as specified in Exhibit C (Pricing Sheet).

2.19 "Infringement Claims" has the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

2.20 "Initial Term" has the meaning set forth in Paragraph 7 (Term).

2.21 "Inmate GRR Program Participant" means a female inmate in the custody of the Sheriff which has been selected to participate in the GRR Program.

2.22 "Intake Risk and Needs Assessment" has the meaning set forth in Sub-paragraph 2.2 (Risk and Needs Assessment) of Exhibit B (Statement of Work).

2.23 "Intake Risk and Needs Assessment Tool" has the meaning set forth in Sub-paragraph 2.2 (Risk and Needs Assessment) of Exhibit B (Statement of Work).

2.24 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Sub-paragraph 10.7 (Invoices and Payments).

2.25 "Jury Service Program" has the meaning set forth in Paragraph 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.26 "Maximum Annual Contract Sum" shall be the total monetary amount that would be payable by County to Contractor in any contract year for providing required Work under this Agreement, inclusive of all applicable Taxes, and more specifically shall be the not-to-exceed amount set forth in Paragraph 8 (Costs and Fees).

2.27 "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, inclusive of all applicable Taxes, and more specifically shall be the not-to-exceed amount set forth in Paragraph 8 (Costs and Fees).

2.28 "MERIT Dorm" has the meaning set forth in Paragraph 1.0 (Scope of Work) of Exhibit B (Statement of Work).

2.29 "MERIT Program" has the meaning set forth in Paragraph 1.0 (Scope of Work) of Exhibit B (Statement of Work) and elsewhere, including Attachment 1 (Merit Program Description) of Exhibit B (Statement of Work).

2.30 "Option Term" has the meaning set forth in Paragraph 7 (Term).

2.31 "Orientation" has the meaning set forth in Sub-paragraph 2.1 (Orientation) of Exhibit B (Statement of Work).

2.32 "Reassessment" has the meaning set forth in Sub-paragraph 2.5 (Reassessment) of Exhibit B (Statement of Work).

2.33 "Self-Evaluation Assessment" has the meaning set forth in Sub-paragraph 2.3 (Self-Evaluation Assessment) of Exhibit B (Statement of Work).

2.34 "Self-Evaluation Reassessment" has the meaning set forth in Sub-paragraph 2.5 (Self-Evaluation Assessment) of Exhibit B (Statement of Work).

2.35 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.36 "Start Up Costs" shall be the total monetary amount payable by County to Contractor for initial start up costs, including but not limited to staff training, equipment, curriculum, and self assessment tools, and more specifically shall be the not-to-exceed amount set forth in Paragraph 8 (Costs and Fees).

2.37 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all Attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.

2.38 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.39 "Term" has the meaning set forth in Paragraph 7 (Term).

2.40 "Treatment and Rehabilitative Plans" has the meaning set forth in Sub-paragraph 2.4 (Treatment and Rehabilitative Plan) of the Exhibit B (Statement of Work).

2.41 "Watch Commander" means a Department sworn employee, usually at the rank of Lieutenant, who has responsibility within a specific custody facility for line operations during a designated shift.

2.42 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, Exhibit B (Statement of Work) and all other Exhibits, and fully executed Change Orders and Amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

3.1.1 "County Project Director" or this Agreement shall be the following person:

Director Karen Dalton
Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
Inmate Services Bureau
441 Bauchet Street, Room E801
Los Angeles, California 90012
Office: (213) 893-5882
Facsimile: (324) 415-6576
ksdalton@lasd.org

3.1.2 County will notify Contractor in writing of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Sergeant Christina Baker
Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
Inmate Services Bureau
441 Bauchet Street, Room S2125
Los Angeles, California 90012
Office: (213) 893-5882
Facsimile: (324) 415-3808
crbaker@lasd.org

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Sub-paragraph 3.2.2.

3.2.2 County shall notify Contractor in writing of any change in the name or address of the County Project Manager.

3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.2.6 County Project Manager shall issue Contract Performance Discrepancy Report as soon as possible to Contractor whenever a contract discrepancy is identified, as stated in Exhibit B, Statement of Work. A sample of the Contract Performance Discrepancy Report is attached hereto as Exhibit H (Contract Discrepancy Report) to this Agreement.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Sub-paragraph 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Sub-paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) calendar days prior to exercising its rights pursuant to this Sub-paragraph 3.3.

3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Program Director

4.1.1 "Contractor Program Director" shall be the following person, who shall be a full-time employee of Contractor:

Claudine Macias
12423 Dahlia Avenue
El Monte, California 91732
Office: (213) 216-0266
Cell: (626) 391-8501

4.1.2 Contractor shall notify County in writing of any change in the name or address of the Contractor Program Director.

4.1.3 Contractor Program Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.4 During the Term of this Agreement, Contractor Program Director shall be available to receive telephonic communication from Department, as needed, on a 24-hours-per-day, 7-days-per-week basis.

4.1.5 Contractor Program Director shall be responsible for Contractor's day-to-day activities as related to this Agreement.

4.1.6 Contractor Program Director shall be available to meet and confer as necessary, but no less frequently than on a quarterly basis, with County, or as determined by County Project Manager.

4.2 Approval of Contractor's Staff

4.2.1 County approves the proposed Contractor Program Director listed in Sub-paragraph 4.1. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Program Director. If Contractor desires to replace, or if County, at its discretion, requires removal of the Contractor Program Director, Contractor shall provide County with a resume of such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Program Director.

4.2.2 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including Supervising Counselor, Family Service Coordinator, Transitional Service Coordinator, and Program Facilitators, collectively, and together with Contractor Program Director ("Contractor Key Personnel"). Notwithstanding the foregoing, the County Project Director may require removal of any Contractor Key Personnel.

4.2.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

4.2.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

4.2.5 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct

contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5. WORK

5.1 Contractor shall fully and timely perform all Work under this Agreement, including pursuant to fully executed Change Orders and Amendments, in accordance with the terms and conditions of this Agreement.

5.2 Contractor acknowledges that, subject to this Paragraph 5 (Work), all Work performed under this Agreement, including pursuant to fully executed Change Orders and Amendments, is payable in arrears on a monthly basis in accordance with the terms and conditions of this Agreement, including this Paragraph 5 (Work), Paragraph 8 (Costs and Fees), and Paragraph 10 (Invoices and Payments).

5.3 If Contractor provides any tasks, deliverables, goods, services, or other Work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

5.4 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Agreement.

6. CHANGE ORDERS AND AMENDMENTS

6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.2 County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.2.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Project Director and Contractor Program Director, with the review of County Counsel.

6.2.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. County reserves the right

to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be executed by Sheriff and Contractor.

6.2.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.

6.2.4 Notwithstanding Sub-paragraph 6.2.3 above, for (1) any Option Term extension of the Term of the Agreement pursuant to Sub-paragraph 7.2 below, (2) any Line Item Budget reallocation pursuant to Sub-paragraph 8.8 below, and (3) any assignment of rights or delegation of duties pursuant to Paragraph 40.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), an Amendment to this Agreement shall be executed by Sheriff and Contractor.

7. TERM

7.1 The Term of this Agreement shall commence upon execution of the Agreement by the County Board of Supervisors and shall continue for a period of three (3) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term").

7.2 The County has the option, at the Sheriff's sole discretion and upon notice to Contractor prior to the end of the current period of the Term, to extend the Term of this Agreement for up to two (2) additional one (1) year periods and thereafter, six (6) months, in any increment, (each an "Option Term") for a total Term not to exceed five (5) years and six (6) months. Each such Option Term extension shall be in the form of an Amendment executed by Sheriff and Contractor pursuant to Sub-paragraph 6.2.4 above. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.

7.3 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension.

7.4 Contractor shall notify the County Project Director when this Agreement is within six (6) months from the expiration of the Initial Term, or any Option Term, as the case may be. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Sub-paragraph 3.1.1.

8. COSTS AND FEES

8.1 The "Maximum Annual Contract Sum" authorized by County hereunder is, and shall in no event expressly or by implication, exceed the amounts listed in Exhibit C (Pricing Sheet) and shall be allocated as set forth in Exhibit C (Pricing Sheet).

8.2 The "Maximum Contract Sum" authorized by County hereunder is, and shall in no event expressly or by implication, exceed $3,523,507 and shall be allocated as set forth in Exhibit C (Pricing Sheet).

8.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager at the addresses set forth in Paragraph 3.0 (Administration of Agreement-County).

8.4 This is a cost reimbursement Agreement whereby County pays Contractor for the actual Direct Costs incurred by Contractor for the delivery of services required under the Agreement, plus Indirect Expenses in the amount of twelve percent (12%) of the Direct Costs, in accordance with Exhibit C (Pricing Sheet), up to and not to exceed the stated Maximum Annual Contract Sum in any given contract year.

8.5 Contractor shall be entitled to one-time Start-Up Costs as specified on Exhibit C (Pricing Sheet). Contractor must submit a separate invoice to County for payment of Start-Up Costs in accordance with the general requirements of Paragraph 10 (Invoices and Payments).

8.6 County and Contractor agree that the costs and fees set forth on Exhibit C (Pricing Sheet) are firm and fixed for the Term of the Agreement. County shall have no obligation for payment, and Contractor shall have no right to payment or reimbursement, other than as set forth in Exhibit C (Pricing Sheet).

8.7 Contractor has prepared and submitted to County a Line Item Budget and Narrative, segregating Direct Costs, inclusive of the personnel costs and operating expenses, and Indirect Expenses, for the Work to be performed by Contractor. The Line Item Budget and Narrative is attached to and forms a part of Exhibit C (Pricing Sheet) to this Agreement. Contractor represents and warrants that the Line Item Budget and Narrative is true and correct in all respects and that Contractor shall deliver services in accordance with Exhibit C (Pricing Sheet).

8.8 Contractor, with prior approval of County, may (1) during each Initial Term or Option Term year, reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum, as set forth in Exhibit C (Pricing Sheet),

between the approved Line Item Budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment) and (2) reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum, as set forth in Exhibit C (Pricing Sheet), between Initial Term years, between an Initial Term year and an Option Term year, or between Option Term years, as the case may be. Any subsequent Line Item Budget and Narrative modifications above the five percent (5%) shall be agreed to by the parties and requested in writing by Contractor. In any event, such revisions shall not result in any increase in the Maximum Contract Sum.

8.9 In the event of (1) a reallocation of the Line Item Budget and Narrative consistent with Sub-paragraph 8.8 above, (2) a change in the Maximum Annual Contract Sum or Maximum Contract Sum, or (3) a material change to the scope of Work approved by County, Contractor shall amend the Line Item Budget and Narrative consistent with any changes and submit the revised Line Item Budget and Narrative to the County Program Manager for processing in the form of a written Amendment in accordance with Paragraph 6 (Change Orders and Amendments) of this Agreement.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 For work performed in accordance with the terms of this Agreement as determined by County, Contractor shall invoice County monthly in arrears for services at the actual costs incurred which shall not exceed costs listed, by line item, in Exhibit C (Pricing Sheet).

10.2 Each invoice submitted by Contractor shall include the tasks, subtasks, deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Pricing Sheet) for which payment is claimed and the amount of Direct Costs and Indirect Expenses therefore.

10.3 All invoices submitted by Contractor for payment must have the written approval of the County Project Director, as evidenced by the County Project Director's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.4 Contractor shall maintain, and shall make available to County Project Director immediately upon request, all documentation to support costs submitted for reimbursement. Documentation of expenditures shall be supported by, but shall be not limited to the following:

10.4.1 Records documenting procurement of goods and services;
10.4.2 Contracts for goods and services;
10.4.3 Invoices;
10.4.4 Billing statements;
10.4.5 Cancelled checks;
10.4.6 Timecards signed by employees and supervisors;
10.4.7 Payroll registers;
10.4.8 Payroll tax records;
10.4.9 Bank statements;
10.4.10 Bank reconciliation; and
10.4.11 All other documentation to support the allocation of costs.

10.5 Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.6 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.7 The County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR"), attached hereto as Exhibit L, to Contractor within ten (10) calendar days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) calendar days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) calendar days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.8 In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

10.9 Submission of Invoices

Contractor shall on a monthly basis, by the tenth (10th) calendar day of the month following the month in which services were rendered, submit an original and one (1) copy of each invoice addressed as shown below:

ORIGINAL TO:

Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
Inmate Services Bureau
Attention: Sergeant Mark Reynosa
450 Bauchet Street, Room E801
Los Angeles, California 90012

COPY TO:

Los Angeles County Sheriff's Department
Fiscal Administration
Accounts Payable Section – Contracts Billing
4700 Ramona Boulevard, Room 326
Monterey Park, California 91754

11. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor to complete Exhibit K (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

12. LIQUIDATED DAMAGES

12.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.

12.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are correctable over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

12.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the invoiced monthly contract sum; or

12.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one-hundred dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit I, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

12.2.3 Upon giving five (5) Business Days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

12.3 The action noted in Sub-paragraph 12.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

12.4 This Paragraph 12 shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Sub-paragraph 12.2, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

13.1 County shall be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, documents, data, curriculum, program materials, handouts, audio and visual aids, assessment and evaluation tools, instructional aides, and other tools (hereafter "materials") which are originated, developed, or created through Contractor's work pursuant to this Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title, and interest in and to such original materials, including

any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Agreement.

13.2 During the Term of this Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's materials and working papers prepared under this Agreement. County shall have the right to inspect, copy, and use at any time during and subsequent to the Term of this Agreement, any and all such materials and working papers and all information contained therein.

13.3 Any and all materials, software, and tools which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Manager as proprietary marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

13.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

13.5 Notwithstanding any other provision of this Agreement, County will not be obligated to Contractor in any way under Sub-paragraph 13.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 13.3 or for any disclosure which County is required to make under any state or federal law or order of court.

13.6 All the rights and obligations of this Paragraph 13 shall survive the expiration or termination of this Agreement.

14. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) calendar days after deposit in the United States mail as set forth above, on the date of facsimile transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery.

Addresses may be changed by either party giving ten (10) calendar days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
Inmate Services Bureau
450 Bauchet Street, Room E801
Los Angeles, California 90012
Attention: County Project Director
Facsimile: (213) 613-4781

With a copy to:

(2) Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169
Attention: Assistant Director
Facsimile: (323) 415-6874

To Contractor: Haight Ashbury Free Clinics, Inc.
Attention: Denise Williams
1735 Mission Street
San Francisco, California 94103
Office: (415) 970-7519
Facsimile: (415) 970-7564

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

15. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

16. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1 (Agreement and Interpretation), 2 (Definitions), 8 (Costs and Fees), 10 (Invoices and Payments), 13 (Ownership of Materials, Software and Copyright), 14 (Notices), 15 (Arm's Length Negotiations), 16 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
HAIGHT ASHBURY FREE CLINICS, INC.
FOR
GENDER-RESPONSIVE REHABILITATION PROGRAM
FOR FEMALE OFFENDERS

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

HAIGHT ASHBURY FREE CLINICS, INC.

By _____

Title CEO

APPROVED AS TO FORM:
JOHN KRATTLI
Acting County Counsel

By _____
Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) shall have the meanings given to such terms in the Paragraph 2 (Definitions) of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Sub-paragraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed Contractor Non-Employee Acknowledgement and Confidentiality (see Exhibit E2, (Contractor's Non-Employee Acknowledgement and Confidentiality Agreement)) for each of subcontractor's employees performing Work under the subcontract. Such agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any fully executed Change Order or Amendment

hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to the Contractor Program Director and County Project Manager for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Contractor Program Director and County Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the County Project Director for further consideration and discussion with Contractor Program Director to attempt to resolve the dispute.

2.3.3 If the Contractor Program Director and County Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Sub-paragraph 2.3 (Dispute Resolution Procedures), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Agreement, shall not be subject to the Dispute Resolution Procedure. The

preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgement and Confidentiality Agreement (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement and an executed

Contractor's Non-Employee Acknowledgement and Confidentiality Agreement (Exhibit E2 to the Agreement) for each non-employee performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Sub-paragraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision

of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Sub-paragraph 3.4 (Use of County Name) (other than the requirements set forth in Sub-paragraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County Project Director:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

5.2 In the event that County terminates this Agreement in whole or in part as provided in Sub-paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience).

5.4 The rights and remedies of County provided in this Paragraph 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Sub-paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in

the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.0 INTENTIONALLY DELETED

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may

determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 12.0 (Liquidated Damages), of the body of the Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor so that there shall be no interruption of County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Sub-paragraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Pricing Sheet) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Program Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Sub-paragraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.

12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including Exhibit B (Statement of Work).

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

13.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 13.2 (General Provisions for All Insurance Coverage) and 13.3 (Insurance Coverage) of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

13.2.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

  Certificates and copies of any required endorsements shall be sent to:

  Los Angeles County Sheriff's Department
  Contracts Unit
  4700 Ramona Boulevard, Room 214
  Monterey Park, California 91754
  Attention: Contract Compliance Manager

  Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

13.2.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect

to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable provided it satisfies the Required Insurance provisions herein.

13.2.3 **Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

13.2.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

13.2.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

13.2.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

13.2.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

13.2.8 **Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

13.2.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

13.2.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

13.2.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13.2.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13.2.13 **Alternative Risk Financing Programs**

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

13.2.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13.3 Insurance Coverage

13.3.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

13.3.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

13.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form

WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.3.4 **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $1 million per claim and $1 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13.3.5 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13.3.6 **Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

14.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County, its agents, officers, and employees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to software or other tasks, deliverables, goods, services or

other work licensed or acquired hereunder or the operation and utilization of Contractor's Work under this Agreement (collectively in this Paragraph 14.0 [Intellectual Property Indemnification] "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

14.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

14.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Sub-paragraph 14.2 above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, or damages or other costs or expenses (in this Sub-paragraph 14.3, "County's Remedial Acts"). Contractor shall indemnify County under Sub-paragraph 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

15.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Agreement.

16.0 FORCE MAJEURE

16.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

16.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

17.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

17.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that

Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

17.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.10 These terms shall also apply to subcontractors of County Contractors.

18.0 COMPLIANCE WITH APPLICABLE LAW

18.1 In the performance of this Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel

selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act, for Work performed by Contractor's employees for which County may be found jointly or solely liable.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached hereto as Exhibit D, Contractor's EEO Certification.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable;

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

20.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

20.5 Contractor certifies and agrees that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.6 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Sub-paragraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.7 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

22.2 Contractor shall indemnify, defend, and hold harmless County, its agents, officers, and employees pursuant to Sub-paragraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager, Program Director, or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of this Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 24.0 (Conflict of Interest) shall be a material breach of this Agreement.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the

determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during

any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

30.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

30.2 The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement.

Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Agreement.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or

(b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term of this Agreement, all Contractor staff and agents of Contractor (collectively herein "Contractor's staff") performing services under this Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

34.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under this Agreement at any time during the Term of this Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.

34.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.

34.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall comply with the specific requirements for access to County custody facilities as set forth in Exhibit B (Statement of Work). Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall comply with all County requirements, specifically those set forth in Exhibit B (Statement of Work) related to County custody facilities.

36.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

37.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

37.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph 40.1, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

40.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Sub-paragraph 40.1 of this Exhibit.

40.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation,

merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

41.0 INDEPENDENT CONTRACTOR STATUS

41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

41.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

41.4 Contractor shall adhere to the provisions stated in Paragraph 3.0 (Confidentiality).

42.0 RECORDS AND AUDITS

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received

pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under the Agreement.

42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Program Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) calendar day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon

final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

42.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 42.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend this Agreement.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department Contracts Unit, 4700 Ramona Boulevard, Room 214, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

46.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Performance Requirements Summary (PRS).

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

48.0 INTENTIONALLY DELETED

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under this Agreement after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

50.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the Term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Exhibit, as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law or by an order issued by a court of competent jurisdiction.

52.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

53.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

53.1 This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

53.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

53.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

53.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

54.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

55.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

56.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

57.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

58.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County or the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

59.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the

parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

60.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

60.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

60.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

60.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract;

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

61.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

62.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

63.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

63.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

63.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance with Los Angeles County Code Chapter 2.206. Contractor's Certification of Compliance with the County's Defaulted Property Tax Reduction Program is attached to the Agreement as Exhibit J.

64.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 63.0 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

65.0 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

66.0 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints by Inmate GRR Program Participants.

66.1 Within thirty (30) Business Days after the effective date of this Agreement, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to Inmate GRR Program Participant complaints.

66.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

66.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) Business Days for County approval.

66.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

66.5 Contractor shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.

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

66.7 Copies of all written responses to Inmate GRR Program Participant complaints shall be sent to the County Project Manager within three (3) Business Days of the provision of the written response to the complainant.

*****

EXHIBIT B

STATEMENT OF WORK

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

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ATTACHMENTS

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EXHIBIT B

STATEMENT OF WORK (SOW)

Capitalized terms used in this SOW without definition herein shall have the meanings given to such terms in Paragraph 2 (Definitions) of the Agreement.

1.0 SCOPE OF WORK

Contractor shall provide to the Los Angeles County Sheriff's Department ("Department") a Gender-Responsive Rehabilitation Program for Female Offenders ("GRR Program") that fosters personal well-being, accountability, independence, life skills training, employability, and family and community cohesion among participants. Contractor's GRR Program shall promote behavior change through Evidence-Based Best Practices in Gender-Responsive Strategies, consistent with the National Institute of Corrections Gender-Responsive Strategies: Research, Practice and Guiding Principles for Women Offenders (Bloom, Owen, and Covington, 2003).

Contractor's GRR Program shall be provided inside a select dormitory at the Department's Century Regional Detention Facility ("CRDF"), located at 11705 South Alameda Street, Lynwood, California 90262. This therapeutic community dormitory ("MERIT Dorm") presently houses approximately 124 female offenders enrolled in various educational and vocational courses, which are jointly encapsulated in a primarily education based set of services entitled the "MERIT Program." While the MERIT Program constitutes a Department set of combined services, many existing MERIT Program elements are facilitated through a contracted education provider. For a description of the MERIT Program, see Attachment 1 (MERIT Program Description) to this SOW.

The framework of Contractor's GRR Program shall augment and complement the existing MERIT Program elements and services and be tailored to address the path of criminality for female offenders. The GRR Program will overlay existing MERIT Program elements and services and will address individual Inmate GRR Program Participant needs in a gender-responsive fashion.

Participation in all inmate programs within the Department's jail system is voluntary. Participants in the MERIT Program are identified through a variety of means including inmate request slips, outreach occurring throughout the jails by the Department's Inmate Services Bureau, other custody staff, court order(s), etc.

The GRR Program shall be arranged as an open entry, open exit system to accommodate Inmate GRR Program Participants who have limited time

remaining in custody, yet qualify for and are desirous of participating in the GRR Program.

1.1 GRR Program Goal

The goal of the GRR Program shall be to promote female offenders' successful rehabilitation and reintegration into society, thus reducing recidivism.

1.2 GRR Program Objectives

The GRR Program objectives include, but are not limited to:

a. Personal development
b. Educational development
c. Vocational training
d. Reinforcement of positive decision making
e. Enhancement of parenting skills
f. Addressing alcohol, drug, and substance use/abuse
g. Enhancement of assets and capabilities, while reducing liabilities
h. Eradicating dangerous and/or criminal behavior

1.3 GRR Program Elements

The GRR Program content shall provide, at a minimum, the following elements:

a. GRR Program Orientation
b. Coordinated Case Management
c. Trauma Treatment (individual or group no larger than 15:1 ratio)
d. Substance Abuse Treatment (individual or group no larger than 15:1 ratio)
e. Cognitive Skills Development
f. Relapse Prevention Education
g. Domestic Violence Services (individual or group no larger than 15:1 ratio)
h. Family-focused Services
i. Wellness and Exercise
j. Referral to other appropriate agencies as needed
k. Re-entry Planning
l. Alumni Group participation

1.4 GRR Program Structure

1.4.1 The GRR Program shall be structured to ensure each Inmate GRR Program Participant is engaged in GRR Program elements for a minimum of twenty (20) hours per week in keeping with the Inmate GRR Program Participant's Treatment and Rehabilitative Plan, corresponding with Contractor staffing requirements as defined in Sub-paragraph 4.2 of this SOW. Contractor shall develop a method to accurately track and report individual Inmate GRR Program Participant involvement in GRR Program elements. This report shall be provided to the County Project Manager when requested. Contractor shall maintain reports/records required in this SOW for the duration of the Agreement and otherwise as required in this Agreement, and all such reports/records shall be submitted to the County Project Manager upon termination of the Agreement and as otherwise required in this SOW.

1.4.2 Contractor shall be required to work in concert with the spectrum of existing education, religious/volunteer, and other services afforded Inmate GRR Program Participants in the MERIT Dorm.

1.4.3 Contractor shall achieve GRR Program objectives through a variety of means which shall include, but not be limited to, group and individual services, lectures, audio and visual aids, program facilitation, self-study materials, Intake Risk and Needs Assessment, Reassessment, Treatment and Rehabilitation Plan development, collaboration with the Department's Community Transition Unit, and optimization in community and government service linkages, family reunification, and transitional services.

1.4.4 Contractor shall maintain the GRR Program on a continuous basis throughout the Term of the Agreement, with on-site services provided during day, evening, and weekend hours.

1.4.5 The County Project Director may amend, alter, and/or modify the number of Inmate GRR Program Participants and/or classroom size, as may be necessary to meet County's needs at any time during the Term of the Agreement.

1.5 MERIT Program

Contractor must work within the parameters of the existing programming in the MERIT Dorm.

1.5.1 Contractor shall work cooperatively and collaboratively with MERIT Program instructional staff and/or other contractors,

or volunteer programs providing services in the MERIT Dorm to ensure effective delivery of services.

1.5.2 Contractor's services shall complement educational program components being provided by a contracted education provider during hours when MERIT Program instruction is occurring.

1.5.3 It is acknowledged such overlay in delivery of services will in some instances diminish or preclude Contractor from performing certain GRR Program elements (such as holding large group sessions during daytime educational instructional hours). As such, Contractor shall strategically utilize evening and weekend hours to supplement daytime GRR Program elements and customize the curriculum to meet the unique needs of the County, facility, education provider, and Inmate GRR Program Participants.

2.0 SPECIFIC WORK

2.1 Orientation

Contractor shall conduct an Orientation for each new Inmate GRR Program Participant at the time of her inclusion in the GRR Program. The Orientation shall be structured to describe the purpose of the GRR Program, introduce the instructors/facilitators, and describe the teaching methods, expectations, and GRR Program goals. Inmate GRR Program Participants must sign an agreement acknowledging their understanding of the GRR Program parameters and requirements for participation. The agreement that will be used by Contractor shall be approved by the County Project Director prior to being utilized. Contractor shall retain the original Inmate GRR Program Participant agreements and present records for inspection upon County's request. All reports or records generated for the purpose of this Agreement shall be submitted to the County Project Manager upon termination of the Agreement.

2.2 Risk and Needs Assessment

2.2.1 Contractor shall perform an Intake Risk and Needs Assessment for all Inmate GRR Program Participants. Contractor shall utilize the Northpointe Women's COMPAS Risk and Needs Assessment to identify Inmate GRR Program Participants' criminogenic risk and needs, and develop a treatment and rehabilitative plan. The Intake Risk and Needs Assessment shall identify Inmate GRR Program Participant strengths, needs, and risk factors, as well as the life conditions of the Inmate GRR Program Participant at the time their crime(s) was committed. The Intake Risk and

Needs Assessment Tool shall be sufficiently flexible to be utilized for ongoing reassessment, and as a program and individual effectiveness measure, and to provide the means to appropriately adjust the Treatment and Rehabilitative Plan as an Inmate GRR Program Participant progresses through her individual treatment goals.

2.2.2 At County's sole discretion, Contractor may be required at any point during the Term of the Agreement to utilize an evaluation instrument adopted by the Department's Education Based Incarceration Unit, as directed by the County Project Director.

2.3 Self-Evaluation Assessment

2.3.1 Contractor shall have all Inmate GRR Program Participants complete a Self Evaluation Assessment upon entry to the GRR Program. The Self Evaluation Assessment shall capture Inmate GRR Program Participant's perception of their individual strengths, needs, and risk factors to provide Contractor insight to Inmate GRR Program Participant's self-perception at GRR Program start. It shall also include Inmate GRR Program Participant's perception of life conditions at the time their crime(s) were committed and allow the Inmate GRR Program Participant to reveal examples of self perception in assets, liabilities, and capabilities.

2.3.2 The Self Evaluation Assessment shall be sufficiently flexible to be utilized for ongoing reassessment throughout the Inmate GRR Program Participant's participation in the GRR Program. It shall serve as an indicator of Inmate GRR Program Participant's self-perception at GRR Program start and shall be contrasted against subsequent self-evaluations administered at subsequent dates. The Self Evaluation Assessment shall aid in determination of individual and program effectiveness and as means to appropriately adjust the Treatment and Rehabilitative Plan, as an Inmate GRR Program Participant progresses through her individual treatment goals.

2.4 Treatment and Rehabilitative Plan

Once the Intake Risk and Needs Assessment and the Self-Evaluation Assessment are completed, Contractor shall create an individual Inmate GRR Program Participant Treatment and Rehabilitative Plan based upon the results of the assessments. Treatment and Rehabilitative Plans shall outline the concerned Inmate GRR Program Participant's course of education, treatment, and transition. The Treatment and Rehabilitative Plan shall build on the Inmate GRR

Program Participant's strengths and capabilities and serve as framework and foundational support for providing care to the Inmate GRR Program Participant throughout her incarceration.

2.5 Reassessments

2.5.1 Contractor shall conduct Inmate GRR Program Participant Reassessments to gauge progress of Inmate GRR Program Participant Treatment and Rehabilitative Plans and to make necessary adjustments.

2.5.2 Contractor shall conduct Reassessments for Inmate GRR Program Participants at monthly intervals during participation in the GRR Program. A Reassessment shall also be conducted for those Inmate GRR Program Participants who exit the GRR Program for any reason prior to completing a month but who were enrolled in the GRR Program a minimum of fourteen (14) calendar days consecutively.

2.5.3 Written Reassessment results shall be provided quarterly to the County Project Manager.

2.5.4 Contractor shall have also all Inmate GRR Program Participants complete a Self Evaluation Reassessment at monthly intervals during participation in the GRR Program. A Self Evaluation Reassessment shall also be conducted for those Inmate GRR Program Participants who exit the GRR Program for any reason prior to completing a month but who were enrolled in the GRR Program a minimum of fourteen (14) calendar days consecutively.

2.6 Inmate GRR Program Participant Exits/Withdrawals

2.6.1 When Inmate GRR Program Participants withdraw or otherwise exit the GRR Program, Contractor shall determine and evaluate the reason(s) for departure.

2.6.2 Contractor shall provide the County Project Manager a monthly report listing the total number of Inmate GRR Program Participant departures and individual reason(s) for exit. Reports shall include but shall not be limited to: Inmate GRR Program Participants name, age, booking number, GRR Program arrival date, GRR Program exit date, reason(s) for exit, and notes/findings/recommendation(s) associated with each individual exit.

2.6.3 Reports shall provide summary and chart data in total number of GRR Program exits in a given month and in type or reason(s) for exits, while simultaneously providing

percentage equivalency in the various indentified exit categories. Trend data historically throughout the Term of the Agreement should also be included in this report.

2.6.4 Where appropriate, when GRR Program exits are determined by County to be attributable to GRR Program and/or instructional deficiencies, County and Contractor shall mutually agree on an appropriate corrective action plan. Contractor shall implement and timely execute all corrective measures contemplated by the corrective action plan.

2.7 Other Requirements

2.7.1 Celebrations and events relating to the GRR Program must be arranged in concert with and have prior approval of the County Project Director. Celebrations and events will not begin earlier than 8:00 a.m., nor end after 5:00 p.m. and shall take place Monday through Thursday, unless specifically exempted by the County Project Director.

2.7.2 Notwithstanding Sub-paragraph 3.12 of this SOW, Department may, as permitted by law, policy, and security considerations, facilitate the taking of photographs and/or video to document celebrations and events, or other GRR Program activities. Photos and/or video of GRR Program celebrations and events, or other GRR Program activities, shall not reveal facial features or characteristics of Inmate GRR Program Participants, unless specifically authorized by Department. The decision to allow photography and/or video shall at all times remain at the sole discretion of Department.

2.7.3 All Contractor requested visitors must be arranged and approved through the County Project Director or the County Project Manager. Visitors shall be required to comply with Sub-paragraph 3.13 below regarding entry into a custody facility. Visits shall be requested at least seven (7) Business Days prior to the requested visit date.

2.7.4 Notwithstanding the requirements of Sub-paragraph 2.7.3 of this SOW, Contractor shall notify the County Project Manager of any visitors to the GRR Program (Departmental or Non-Departmental) in advance of the event.

2.8 Materials / Handouts / Audiovisual

2.8.1 Purchase of all supplies/equipment to provide required services shall be the sole responsibility of Contractor. Contractor shall utilize handouts, audio and visual aids

(including information about community resources designed to assist Inmate GRR Program Participants), and/or other materials to ensure a thorough, informational, and enriching experience. Handouts and/or other materials distributed to the Inmate GRR Program Participants for their use shall be either (1) unbound or (2) bound by glue. Staples, paper clips, and metal binders are strictly prohibited.

2.8.2 County shall provide Contractor GRR Program location(s) within the custody facility for sessions, as well as use of chairs, desks, television(s), VCR(s) and/or DVD player(s) as necessary to conduct the GRR Program.

2.8.3 All materials, copyrighted or otherwise, intended for use in the GRR Program which are to be given to Inmate GRR Program Participants shall be presented to the County Project Manager for approval, prior to distribution. Any GRR Program materials copyrighted by a party other than County must be accompanied by copyright release, signed by the copyright holder.

2.9 Quarterly Meetings

The Contractor Program Director, or his/her designee, shall be required to attend quarterly meetings with the County Project Director and/or County Project Manager. During these meetings, results of Inmate GRR Program Participant assessments, reassessments, summary of findings, and a cumulative list of participants and their status in the program shall be presented to the County along with the written reports described in Paragraph 2.0 of this SOW. Quarterly meetings will serve as a venue for Contractor to discuss how the GRR Program is advancing, particularized areas of interest or concern, progress of Inmate GRR Program Participants, and discussion in enhancement or better methods to accomplish GRR Programs goals. The County Project Manager shall notify Contractor thirty (30) calendar days prior to scheduled date of a quarterly meeting.

3.0 SAFETY AND SECURITY REQUIREMENTS

3.1 County shall maintain final authority on all security issues.

3.2 All Work shall be conducted in a safe manner and shall comply with requirements of state and local rules and regulations and CAL-OSHA safety standards.

3.3 If at any time Contractor fails or refuses to comply with the above Sub-paragraph 3.2, Department may issue an order stopping all or part of the Work until satisfactory corrective action has been taken.

No part of the time lost due to any such stop order may be subject to claim for excess cost, damages, or extension of time under this Agreement.

3.4 Contractor shall report all incidents of occupational injury or accidents affecting Contractor employees and occurring on County property on a County "Non-Employee Injury Report", attached as Exhibit M to the Agreement, within twenty-four (24) hours of occurrence or discovery of the incident. The Non-Employee Injury Report shall be delivered to the County Project Manager. Contractor shall maintain an on-going listing of all employees injured while on County premises. This document shall be entitled Contractor's Employee Injury Record and shall be provided to the County Project Manager annually and anytime upon request.

3.5 Contractor shall report to County Project Manager or County Project Director any incident involving Contractor's staff which could negatively impact their ability to interact with Department personnel, affect security clearance status, or jeopardize the safety and/or security of Department and its members within twenty-four (24) hours of such incident. If circumstances objectively necessitate immediate action, Contractor shall immediately inform the Watch Commander of the concerned custody facility and County Project Manager or County Project Director concurrently.

3.6 If a Contractor employee is refused entry or removed from a custody facility, Contractor shall make immediate telephonic notification to County Project Manager and/or County Project Director, describing the circumstances, as known at the time, leading to the denial or removal. Contractor shall make person to person contact and have at his/her disposal the County Project Manager's and County Project Director's business hours and after-hours emergency contact phone numbers for these and similar reporting requirements.

3.7 Contractor shall train or facilitate the training of their employees in ethical conduct, with focus on the importance of lawful and appropriate conduct within a custody facility setting.

3.7.1 All Contractor employees shall receive no less than two (2) hours of Ethical Conduct Training prior to performing Work in a custody facility. The Ethical Conduct Training shall be intended to raise Contractor employee awareness of common temptations associated with working an assignment of special trust, such as that of working inside custody facilities, and consequences of inappropriate or criminal behavior.

3.7.2 Contractor shall submit an Ethical Conduct Training course outline and training summary to County Project Manager for review and approval, prior to any training date(s). This training

topic shall be re-enforced in the Department's mandatory four (4) hour Jail Orientation (Refer to Sub-paragraph 3.7.4 below).

3.7.3 Contractor may seek to partner with an outside organization to meet the two-hour Ethical Conduct Training requirement; however, the training provider must be pre-approved, in writing, by County Project Manager. Contractor shall bear all costs associated with providing Ethical Conduct Training as described in Sub-paragraphs 3.7.1 and 3.7.2 of this SOW.

3.7.4 All Contractor employees shall attend a mandatory (4) four-hour Jail Orientation prior to performing Work in any Department custody facility. This orientation will be provided by the Department at no direct cost to Contractor and their employees. Contractor shall bear all indirect costs associated employee attendance in mandatory Jail Orientation training such as salary, travel, or similar expense.

3.7.5 Contractor shall maintain ethical conduct training and orientation class rosters, as well as contractor employee training completion certificates. Copies of such records and certificates shall be provided to the County Project Manager within one (1) calendar week of occurrence.

3.8 Contractor shall keep record of all instances of employee exclusion (on an "Employee Exclusion Report") from the custody facility which involve actions such as inappropriate conduct, violation of any department policy, criminal behavior, security breaches/neglect, or the like which result in exclusion.

3.8.1 Contractor shall actively monitor instances of exclusion, guarding against repeat occurrences and adverse trends. Two (2) separate instances of exclusion for any of the above specified causes over the course of any year of the Agreement shall be cause for Contractor to develop and implement a corrective action plan which should include, but is not limited to, additional training, contractor employee's employee performance review, analysis and/or modification of Contractor hiring practices, retention, and/or salary, supervision and/or management staffing models, internal security procedures, etc., to mitigate additional instances of inappropriate or criminal conduct occurring in the custody facility by Contractor employees.

3.8.2 Contractor shall develop/implement a corrective action plan, and provide a copy to the County Project Manager of such corrective action plan, within thirty (30) calendar days from the date of the second instance of exclusion.

3.8.3 Contractor shall provide an up-to-date "Employee Exclusion Report" immediately following each occurrence of exclusion and anytime upon request by County. Regardless of cause and from the effective date of the Agreement to current, the report shall contain all names of excluded Contractor employees, date of exclusion, and reason for exclusion.

3.9 Prior to entrance into a custody facility, Contractor's employees shall comply with current Department and custody facility entry requirements, which may include the exchange of a government-issued identification card for a custody facility pass. Passes shall be displayed at all times. Any lost or stolen passes must be immediately reported by Contractor's employees to the Contractor Program Director and the concerned on-duty Watch Commander. Contractor Program Director shall provide telephonic or in-person notification to County Project Manager of any lost or stolen pass as soon as feasible. Telephonic notification shall be followed within twenty-four (24) hours via confirming email to County Project Manager specifying the employee involved and articulating the factual circumstances associated with the loss or theft. Contractor's employees shall be responsible for returning any issued custody facility pass to appropriate facility personnel, prior to leaving the concerned custody facility.

3.10 Contractor's staff, vehicles, workplace, and equipment shall be subject to search and inspection by Department personnel without notice and at any time while on County property.

3.11 During lock down situations, County Project Manager or on-duty Watch Commander may elect to modify or postpone GRR Program services. Prior notifications of lockdown(s) will be given to Contractor whenever feasible. During lockdown situations, Contractor will not be held liable for failure to provide the scheduled GRR Program services.

3.12 Personal cameras, cellular telephones, and other electronic devices are prohibited and shall not be taken into custody facilities.

3.13 Contractor staff and/or Contractor representatives must successfully pass, at Department's sole discretion, a security background investigation performed by Department prior to being allowed access to any custody facility (refer to Attachment 2, LASD Entry Application for Custody Facilities Service Providers/Contractor, of this SOW). At County's discretion, Contractor staff and/or Contractor representatives may be required to undergo a fingerprint check or additional background investigations. Any costs associated with fingerprint and/or additional background investigations shall be the responsibility of Contractor. Refer to Exhibit A, Additional Terms and

Conditions, Paragraph 34.0, Background and Security Investigations, of the Agreement.

4.0 CONTRACTOR STAFF

4.1 General

4.1.1 All Contractor staff and/or Contractor representatives performing Work under this Agreement are required to read and complete a Contractor's Employee Acknowledgement and Confidentiality Agreement (refer to Exhibit A, Additional Terms and Conditions, Paragraph 3.0, Confidentiality, and Exhibits E1 and E2 of the Agreement). Contractor shall be required to retain, and provide immediately upon County request, the completed Exhibits E1 and E2 for all employees and non-employees providing services under this Agreement.

4.1.2 Contractor shall be responsible for removing any Contractor staff and/or Contractor representatives from performing services under this Agreement, when requested to do so by the County Project Manager or the County Project Director.

4.1.3 Contractor shall provide to the County Project Manager a list of all Contractor staff and/or Contractor representatives that, for any reason, will be entering custody facilities on behalf of Contractor. The list shall include, but shall not be limited to, the following information on each individual: name, date of birth, Social Security Number, California Driver's License Number, home telephone number, and/or cellular telephone number(s) where applicable. The list shall be updated to accurately capture employee additions and deletions and shall be provided to the County Project Manager on the first (1^{st}) day of each month. This information shall be kept confidential and used exclusively for official Department business.

4.1.4 Contractor shall provide to the County Project Manager a list of all substitute Contractor staff and/or substitute Contractor representatives that for any reason will be entering custody facilities on behalf of Contractor. The list shall include, but shall not be limited to, the following information on each individual: name, date of birth, Social Security Number, California Driver's License Number, home telephone number, and/or cellular telephone number(s) where applicable, the person they are substituting for, and reason for substitution. The list shall be provided to County Project Manager in each instance where substitute Contractor staff and/or substitute Contractor representatives are utilized. This information shall be kept confidential and used exclusively for official Department business.

4.1.5 Contractor staff and/or Contractor representatives must successfully pass a security background investigation as described in Sub-paragraph 3.13 of this SOW. Refer to Exhibit A, Additional Terms and Conditions, Paragraph 34.0, Background and Security Investigations, of the Agreement.

4.1.6 Contractor shall be responsible for maintaining a personnel file for each Contractor employee performing duties under this Agreement. The file shall include, but shall not be limited to, copies of all required credentials, copy of California Driver's license, training records, and a biography of each employee.

4.1.7 Contractor, Contractor staff, and/or Contractor representatives shall comply with the Political Activities requirements as specified in Attachment 3, Political Activity, of this SOW.

4.1.8 Contractor, Contractor staff, and/or Contractor representatives shall comply with the Security of Personal Property requirements as specified in Attachment 4, Security of Personal Property, of this SOW.

4.1.9 Contractor, Contractor staff, and/or Contractor representatives shall comply with the requirements of this SOW and as further specified in Paragraph 4, Administration of Agreement-Contractor, of the Agreement.

4.2 Staffing Requirements

4.2.1 Contractor shall adhere to minimum staffing requirements identified in this Sub-paragraph 4.2 of this SOW throughout the Term of this Agreement. Contractor shall have discretion to designate and deploy additional staff and types of positions where Contractor has identified a need for additional services, consistent with the Work requested by County. Notwithstanding, all staffing shall be subject to approval by the County Project Director. In addition to parameters set forth above:

1. Contractor shall ensure that whenever GRR Program instruction, facilitation, courses, or sessions are being conducted, at least one (1) Contractor staff assigned to the MERIT Dorm is bilingually fluent in English and Spanish. Contractor shall ensure replacement personnel are provided should the assigned bilingual facilitator be unavailable.

2. Prior to commencing Work and during the Term of the Agreement, Contractor shall provide a copy of the

assigned bilingual facilitator's bilingual certification from an independent source to the County Project Manager for review and confirmation of compliance with this requirement.

3. In accordance with Paragraph 4, Administration of Agreement-Contractor, of the Agreement, Contractor shall staff one (1) Contractor Program Director who will be able to receive telephonic communication from Department, as needed, on a 24-hours-per-day, 7-days-per-week basis. Such availability shall not only be for routine day-to-day GRR Program needs, but to particularly address emergent circumstances, last minute lock downs, GRR Program cancellations, etc.

4. Contractor shall provide the County Project Manager copies of resumes, professional certificates, diplomas and personal references of staff assigned to the GRR Program, as well as for replacement staff.

4.2.2 KEY PERSONNEL

All Key Personnel described below must be full-time employees of Contractor.

4.2.2.1 Contractor Program Director

The position shall provide services under this Agreement on a full-time basis. This position shall be the management level position with the overall administrative responsibility for the delivery of the GRR Program. In addition to the responsibilities set forth in Paragraph 4, Administration of Agreement-Contractor, of the Agreement, the responsibilities of this position include, but are not limited to:

a. Ensuring a safe and healthy GRR Program environment is maintained; and
b. Maintaining clinical supervision within the GRR Program, including review of Inmate GRR Program Participant files; and
c. Ensuring compliance with Department policies and procedures; and
d. Ensuring all contractual requirements are met; and
e. Overseeing a management information system for all data requested by the Department; and
f. Developing and maintaining working relationships with outside community agencies

to best ensure an optimum service delivery system for the Inmate GRR Program Participants; and

g. Developing quality control procedures to ensure high quality service (refer to Paragraph 8.0, Qualify Control of this SOW); and
h. Assisting in resolving programmatic and personnel problems.

4.2.2.2 Supervising Counselor

The position shall provide services under this Agreement on a full-time basis. The responsibilities of this position include, but are not limited to, coordinating GRR Program services and providing direct supervision to subordinate staff.

4.2.2.3 Family Service Coordinator

The position shall provide services under this Agreement on a full-time basis. The responsibilities of this position include, but are not limited to:

1. Coordinating the development of relationships with outside agencies such as the County Department of Children and Family Services, Head Start, and Healthy Families; and
2. Reestablishing or developing mother/child relationships with Inmate GRR Program Participants; and
3. Assisting in family reunification by providing linkages for family members when possible and appropriate; and
4. Participating in mother/child visits as appropriate.

4.2.2.4 Transitional Service Coordinator

The position shall provide services under this Agreement on a full-time basis. The responsibilities of this position include, but are not limited to, working with the Department's Community Transition Unit towards the transition of each Inmate GRR Program Participant. Discharge planning will begin at the time of entry into the GRR Program and be consistent with the Inmate GRR Program Participant's individualized Treatment and Rehabilitation Plan.

4.2.2.5 Program Facilitators

The position shall provide services under this Agreement on a full-time basis. Program Facilitators must be able to demonstrate the ability to facilitate gender-responsive specific programs and services through possession of, at a minimum, an undergraduate academic degree (associate's degree or higher) with course work appropriate to and related to the GRR Program and program elements and/or a certification from a recognized certifying organization, agency, or Board evidencing training and expertise in areas appropriate to and related to the GRR Program and program elements. A Program Facilitator must be a full-time position which may be shared by two (2) part-time Program Facilitators equaling one (1) full-time Program Facilitator. Contractor shall provide a minimum of two (2) Program Facilitators to provide course curriculum on any day when instruction is provided. While Program Facilitators are not required to possess expertise in every subject matter in the curriculum, all Program Facilitators must in aggregate demonstrate themselves capable of fulfilling all their responsibilities as assigned.

The responsibilities of this position include, but are not limited to:

1. Daily interaction with Inmate GRR Program Participant population, which will include delivering a variety of GRR Program subject material; and
2. Acquiring a clear understanding of other MERIT Program elements provided to the Inmate GRR Program Participant population and blending and overlaying beneficial elements of Contractor's GRR Program; and
3. Fostering professional relationships with other MERIT Dorm program element providers, Custody Division facility staff and management, Inmate Services Bureau staff, and other volunteer providers; and
4. Mentoring Inmate GRR Program Participants; and
5. Facilitating individual and group sessions in GRR Program content; and
6. Coordinating various GRR Program elements with the Contractor Program Director,

Supervising Counselor, Family Services Coordinator, and Transitional Services Coordinators, to ensure a synchronized delivery of services, customized to meet individual Inmate GRR Program Participant needs, in a gender-responsive manner.

5.0 SCHEDULE/HOURS

5.1 Contractor shall submit an initial schedule to the County Project Director within thirty (30) calendar days after execution of the Agreement by the Board. The initial schedule must minimally show proposed days and times, and the names of the instructors/facilitators, and topic of instruction, facilitation, course, or session.

5.2 If the initial schedule is updated by Contractor, the updated schedule shall be provided to the County Project Director for approval thirty (30) calendar days prior to GRR Program start according to the initial or updated schedule and every month thereafter. Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within ten (10) Business Days prior to scheduled time for Work.

5.3 The County Project Director reserves the right to modify the schedule of instruction, facilitation, courses, sessions, or any other component of the GRR Program in consultation with Contractor.

5.4 The GRR Program shall be conducted six (6) days a week for a total of forty (40) hours weekly in accordance with the schedule below (items a-c). The GRR Program shall overlay, augment, and complement the programs and services already afforded Inmate GRR Program Participants in the MERIT Dorm, which is dedicated to optimizing GRR Program and treatment opportunities in a therapeutic community setting.

a. Thirty (30) hours will take place Monday through Friday during day time, regular MERIT Program hours. MERIT Program hours presently occur 8am-3pm Monday through Friday, with an inmate one (1) hour lunch occurring 12pm-1pm.
b. Ten (10) hours shall be distributed amongst weekday evenings, Monday through Friday, and at least one (1) weekend day or evening, per week.
c. GRR Program hours and day of week instruction shall at all times be subject to change at the discretion of the County Project Director and based upon the needs of County and the custody facility.

5.5 Contractor shall provide Inmate GRR Program Participants sufficient and appropriate independent study materials for individual Treatment and Rehabilitative Plans for self study on evenings and weekends when Contractor is not on-site at the custody facility. County Project Director shall be sole judge as to "sufficient and appropriate" with regard to independent study materials.

5.6 The GRR Program shall include, but shall not be limited to, the schedule submitted by Contractor.

6.0 CANCELLATION OF SCHEDULED INSTRUCTION, FACILITATION, COURSES, SESSIONS

Contractor acknowledges that the GRR Program is administered in a custody setting and the goal of the Department is to maintain a safe and secure environment for Inmate GRR Program Participants and their families, Department staff, and visiting professionals. The Department, in the interest of safety or other law enforcement measures, reserves the right to cancel any pre-approved or scheduled instruction, facilitation, course, session, or other event or component of the GRR Program (collectively herein referred to as a "Session") and the right to deny the entry of Contractor's staff into any custody facility for such purpose.

6.1 Sessions that are canceled by Department, and for which Contractor has been given at least four (4) hours advance notice by Department of such cancellation, shall be rescheduled within thirty (30) calendar days of the canceled Session, at Department's discretion, in consultation with Contractor. Contractor shall make every effort to accommodate the change in schedule. All canceled Sessions shall be offered as makeup Sessions per Sub-paragraph 6.5 below.

6.2 Sessions that are canceled by Department, and for which Department is unable to provide at least four (4) hours advance notice to Contractor, shall be rescheduled in their entirety or partially, as the case may be, within thirty (30) calendar days of the canceled Session, at the Department's discretion and in consultation with Contractor. Contractor shall make every effort to accommodate the change in schedule. All canceled Sessions shall be offered as makeup Sessions per Sub-paragraph 6.5 below.

6.3 Sessions that are canceled by Contractor, and for which Contractor has provided at least four hours (4) hours advance notice to the County Project Manager of such cancellations, shall be rescheduled within thirty (30) calendar days of the canceled Session, subject to approval by the County Project Manager. All canceled Sessions shall be offered as makeup Sessions per Sub-paragraph 6.5 below.

6.4 Sessions that are canceled by Contractor, and for which Contractor has not provided at least four (4) hours advance notice to the County

Project Manager of such cancellations are considered non-excused, and shall be rescheduled within thirty (30) calendar days of the canceled Session, subject to approval by the County Project Manager. All such cancellations are subject to Sub-paragraph 6.5 below. The County Project Director shall have final authority in assessing the validity of the circumstances for non-excused cancellation(s).

6.5 Makeup Sessions: All canceled Sessions, whether excused or non-excused, shall be offered as makeup Sessions within thirty (30) calendar days of the canceled Session. Failure to provide makeup Sessions, as agreed to in consultation with the County Project Director, may result in County assessing liquidated damages. Refer to Exhibit I, Performance Requirements Summary Chart, of the Agreement.

6.6 Contractor shall document canceled sessions on a form entitled "Canceled Sessions," which shall be developed by Contractor in accordance with Paragraph 8.0, Quality Control, of this SOW. Sessions listed as Canceled Sessions should minimally denote the original date and indication of cancellation along with the reason, cancellation lead time afforded, whether excused or non-excused, number of hours involved and personnel impacted. Makeup Sessions must be documented similarly on the revised schedule and labeled with the phrase "Makeup Sessions from [DATE]".

6.7 Because of complexities which can arise as a result of custody facility schedule modifications, coordination between Contractor and the County Program Manager in this area is paramount. Proposed revised schedules must be reviewed and approved by the County Project Manager at least two (2) full days before the scheduled makeup Session(s).

7.0 WORK LOCATION

Contractor shall provide ongoing GRR Program services to Inmate GRR Program Participants at the Century Regional Detention Facility in a housing location pre-designated by the County Project Manager and referred to herein as the MERIT Dorm. Department shall have final and sole discretion in determining where the GRR Program is to be held, and Department reserves the right to use any Department custody facility in Los Angeles County.

8.0 QUALITY CONTROL

Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Agreement that meets or exceeds all requirements, including policies and procedures for all Contractor staff. In the event that

requirements and/or policies and procedures change during the Term of the Agreement, Contractor shall update the Quality Control Plan, and submit such updated plan to the County Project Manager within ten (10) Business Days of notification. The Quality Control Plan shall include, but is not limited to the following:

1. Method of monitoring to ensure that all of the Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
2. Specific activities to be monitored either on scheduled or unscheduled basis;
3. Frequency of monitoring;
4. Samples of forms to be used in monitoring;
5. Job title and level of personnel performing monitoring functions; and
6. Methods for ensuring that GRR Program services will continue in the event of a strike of Contractor's employees.

9.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under this Agreement on at least an annual basis using the quality assurance procedures as defined in Exhibit A, Additional Terms and Conditions, Paragraph 46.0, County's Quality Assurance Plan, of the Agreement.

Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records and records of all inspections conducted by Contractor.

9.1 Performance Evaluation Meetings

Notwithstanding the requirements of Sub-paragraph 2.9, Quarterly Meetings, of this SOW, County and Contractor shall meet on a quarterly basis, and more frequently if deemed necessary, to discuss status of the Agreement, new or on-going problems, and other issues. In the event that the County Project Manager issues a Contract Discrepancy Report, Exhibit H of the Agreement, in accordance with Sub-paragraph 9.2 below, then Contractor is required to respond in writing to the County Project Manager within five (5) Business Days and a meeting will be scheduled as necessary.

9.2 Review of Inspection Records

Contractor shall, on a monthly basis, submit to the County Project Manager Contractor's scheduled and unscheduled inspection records. The records shall include date of inspection, problem(s) identified, corrective action taken, and time elapsed between identification of a problem and corrective action completed. The

County Project Manager will review all records to ensure that County's requirements are being met. (Refer to Sub-paragraph 9.4 of this SOW.

Contractor shall maintain at Contractor's designated main office, all inspection records and reports for five (5) years following the expiration or termination of the Agreement. County may inspect such records at any time during normal business hours upon twenty-four (24) hours written notice.

9.3 Contract Discrepancy Report (Exhibit H)

Verbal notification of a contract discrepancy will be made to the Contractor Program Director as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and Contractor.

The County Project Manager will determine whether a formal Contract Discrepancy Report, Exhibit H of the Agreement, will be issued. Upon receipt of such report, Contractor is required to respond in writing to the County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Report to the County Project Manager within ten (10) Business Days.

9.4 County Observations and Inspections

Contractor shall make its personnel files, facilities, materials, and techniques related to this Agreement available for inspection by the County Project Manager at reasonable times without prior notice by Department staff to review its operations.

In addition to Department staff, other County and/or State personnel that have made arrangements with the County Project Director may observe Contractor's performance and activities, and review documents, including disciplinary actions, relevant to this Agreement at any time during normal business hours. Such personnel may not unreasonably interfere with Contractor's performance of this Agreement.

ATTACHMENT 1

MERIT PROGRAM DESCRIPTION

The Los Angeles County Sheriff's Department has developed the Maximum Education Reaching Individual Transformation (MERIT) Program.

The strength of the MERIT Program lies in its ability to bring each participant to the point where they recognize the importance of a personal commitment to reaching their goals, accepting responsibility for their actions, and being accountable for their life choices. Female inmates who are serious about making changes in their behavior volunteer to be part of the MERIT Program. If selected, the female inmates are required to set goals such as employment, post secondary education, family reunification, and rehabilitation. In return, they are guaranteed a consistent quality instructional program. Female student inmates are required to attend school Monday through Friday from 8:00 am to 3:00 pm. and be registered in a minimum of four courses.

Courses include:

1. Parent Education (75 hours)
2. Drug Education (60 hours)
3. Adult Basic/Secondary Education (GED)
4. High School Diploma completion
5. Personal Relationships (60 hours)
6. Computer Operator (skills modules)
7. Job Skills Training (skills modules)
8. Electives (Art History, Literature, Psychology of Personal Development, Music Appreciation)

Certificate ceremonies are held quarterly to honor student achievement and high school graduates. When a female student inmate completes a minimum of three of the above courses, they receive a MERIT Certificate that indicates a commitment to the educational program and a change in their life skills.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES
Service Provider/ Contractor

Organization_____

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

Untruthful or incomplete statements on applications;
Illegal use of drugs within the past three (3) years;
Convicted of bring a controlled substance into federal prison, state prison, or county jail;
Any convictions for drug sales;
Applicant is currently on Parole/Probation;
Incarcerated in any jail/prison within the last three (3) years;
Have been convicted for any of the following: murder, sex crime (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse;
Currently under psychiatric care;
Have relative in the Los Angeles County Jail;
Outstanding warrants

If any of the above apply to you, SUBMIT YOUR APPLICATION (Complete Attachment). All information will be verified by a CRIMINAL BACKGROUND CHECK. If your application is denied, you will be notified and we will not discuss the reason for denial with anyone except you. Please initial here: _____

Name_____ Social Security #_____

Home Address_____
Street City Zip Code

C.D.L. / I.D. #_____ Date of Birth_____

Home Phone #_____ Work #_____

Sex_____ Race_____ Hair_____ Eyes_____ Height_____ Weight_____

Occupation_____ Employer_____

Work Address_____
Street City Zip Code

APPROVED / DISAPPROVED _____ DATE_____

CONTACT IN CASE OF EMERGENCY:

Name_____ Relationship_____

Address_____
Street City Zip Code

Telephone # (_____) _____

Organization/ Employer:

Name_____

Address_____
Street City Zip Code

Telephone # (_____) _____

What service will you provide? _____

How Often?_____

Entry Criteria:

If you answer YES to any question, please attach an explanation to this application.

1. What kind(s) of illegal drug(s) have you used?_____
2. When is the last time you used drugs?_____
3. Are you currently on Parole/Probation?_____
4. Have you been incarcerated within the last three years? (Prison/County/Jail/Youth Authority/Camp)_____
5. Are you currently under Psychiatric Care?_____
6. Do you have any relatives/friends incarcerated within the Los Angeles County Jail system?
   If yes, provide the following information:

   _____

   Name of Inmate Booking # Facility Relationship
7. Have you ever been arrested for murder?_____
8. Have you ever been convicted of a sex crime?_____
9. Have you ever been convicted of a Weapons Violation?_____
10. Are you filling out this application as a condition of employment?_____

Please read carefully before signing:

I certify that all information on this application is accurate. I understand that the Los Angeles County Sheriff's Department will verify the information prior to approving my application. As a civilian volunteer, I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in my forfeiture of volunteer services with the Los Angeles County Sheriff's Department.

I AM AWARE THAT IN THE EVENT OF A HOSTAGE SITUATION, THE SHERIFF'S DEPARTMENT POLICY IS NOT TO ALLOW A PRISONER TO ESCAPE WITH A HOSTAGE. Please initial here: _____

I AM ALSO AWARE OF THE SEXUAL HARASSMENT AND RETALIATION POLICY FOR CIVILIAN VOLUNTEERS. Please initial here: _____

These policies apply to all sworn, civilian, and volunteer personnel. See Manual of Policy and Procedures:

Section 5-06/110.00	Hostage and Barricaded Suspect;
Section 3-01/030.72	Sexual Harassment and Retaliation Policy.

All persons entering or materials being brought into a jail facility are subject to search anytime.

Signature_____ Date_____

(False information on this application is subject to immediate dismissal)

ATTACHMENT

Signature:_____ Date:_____

ATTACHMENT 3

3-01/070.05 POLITICAL ACTIVITY

Political activities permitted and prohibited by the Department are as follows:

Permitted Political Activities

- Voting,
- Expressing opinions on all political subjects and candidates,
- Becoming a candidate for nomination or election to any partisan or nonpartisan political activities as an individual or as a member of a group,
- Engaging in partisan and nonpartisan political activities as an individual or as a member of a group,
- Contributing to political campaign funds (but not in any County building),
- Joining political organizations and voting on any questions presented,
- Organizing and managing political clubs, serving as officer, delegate or alternate, or as member of any committee; addressing such club on any partisan/nonpartisan political matter,
- Participating actively in political conventions such as by making motions or addresses or preparing resolutions,
- Attending political meetings, rallies, caucuses, etc. and organizing, preparing or conducting such gatherings,
- Participating actively, serving as officer or on any committee of a political organization, such as precinct committeeman or chairman of the food committee at a campaign dinner,
- Joining a labor union, civic betterment group or citizens association,
- Initiating, signing or circulating partisan or nonpartisan nominating petitions, distributing campaign literature, badges, etc., (but not during working hours or on County property),
- Wearing badges or buttons, except while in uniform; displaying bumper stickers, pictures or posters on automobile or in window of home,
- Speaking publicly, or writing letters or articles for or against any political candidate; endorsing or opposing such candidate in a political advertisement broadcast, campaign literature or similar material,
- Owning stock in, publishing or being connected with the management or editorial policy of a partisan newspaper,
- Managing the campaign of a political candidate,
- Making unsolicited political contributions.

Prohibited Political Activities

- Engaging in any political activity whatsoever during working hours or on County premises,
- Placing or attaching any political poster, sticker, sign or similar material on County property,
- Soliciting political funds or contributions, directly or indirectly, from members of this Department or from person on the employment lists of this Department,

except for mass mailing or other means of solicitation made to a significant segment of the public which may include Department members,

Exception: County officers and employees may solicit funds for passage or defeat of a ballot measure affecting their pay, hours, retirement, civil service or other working conditions.

- Soliciting contributions, signatures or other forms of support for political candidates, parties, or ballot measures within or upon County property at any time,

  Example: County employees and members of the general public shall not solicit signatures for a nominating petition in a County building or on County property,

- Directly or indirectly using official authority to interfere with any election or influencing the political actions of other County employees or any member of the general public.

  Example: County employees shall not attempt to influence anyone's vote by such methods as promising, or threatening to withhold, a job, promotion or other benefit,

- Favoring or discriminating against any employee or person seeking County employment because of political opinions or affiliations,

- Participating in any political activities of any kind in uniform,

- Participating in activities which impair the efficiency, integrity or morale of the County or its employees,

- Participating in any other political activities which the County or its departments desire to prohibit and which otherwise comply with the three-part test set forth by the California Supreme Court in Bagley v. Washington Township Hospital District,

- The granting of leaves of absence without pay to engage in political activities is discretionary with the department head (Civil Service Rule 16.02),

- Employees who are subject to the basic political activity prohibitions while on active duty shall be equally subject to such restrictions when on paid or unpaid leave (Political Activity Guidelines, adopted by the Board of Supervisors, July 2, 1974).

ATTACHMENT 4

3-01/090.00 SECURITY OF PERSONAL PROPERTY

In order to ensure the safety and security of all persons in custody facilities, the following personal property is prohibited inside security areas as indicated:

* Weapons, including but not limited to, firearms and knives, are expressly prohibited in security areas of all custody facilities.

* Except for the Officer Dining Room (ODR), and only with the specific permission of the Unit Commander, metal silverware shall not be brought into security areas of any custody facility.

* Personal electrical appliances must be approved by the unit commander before being brought into the custody facility (e.g. coffee pots, toasters, heaters, fans, etc.).

* Electronic entertainment devices are prohibited (e.g. tape, CD, or DVD players, games, radios, etc.).

* Laptop computers and personal digital assistants (PDA's) shall be approved by the Watch Commander prior to entry into security areas on a daily, shift by shift basis.

* Personal property containers shall not be brought into security areas (e.g. backpacks, fanny packs, purses, ice chests/food containers, etc.). Only soft-sided, hand-held lunch containers, which measure 11" x 14" x 12" or less will be allowed into secured parts of the facility.

* Reading material not related to the job or the furtherance of formal education is prohibited.

* Prescription medications exceeding that amount required for personal consumption during the concerned shift(s).

* Umbrellas.

* Cell phones.

* Cameras shall not be allowed inside a custody facility unless prior approval is obtained from the Watch Commander or above.

* Tobacco products, matches and cigarette lighters.

Personal security dictates that personnel should refrain from bringing items which contain personal identification information (e.g., wallets, purses, checkbooks, etc.) into security areas to prevent loss or compromise of information.

This policy does not limit persons from bringing into secure areas, items or containers that contain necessary tools, training material or equipment to facilitate the performance of their duties, (i.e., tool chests, medical bags, digital test equipment, etc.), nor does it limit personnel, who are attending training, from entering the facility wearing civilian attire en route to the Officer's Dining Room (ODR).

This policy shall apply to all persons entering security areas of all custody facilities. Additionally, all personal property shall be secured at all times, and shall not be stored in any area accessible to inmates.

The unit commander has the final authority to determine what personal property is allowed within their facility.

EXHIBIT C

PRICING SHEET

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

EXHIBIT C

PRICING SHEET

NOT TO EXCEED TOTAL COST FOR EACH CONTRACT YEAR
(Including Start-up Costs)

The Line Item Budget and Narrative detail for the below Start-up Costs and Maximum Annual Contract Sums, inclusive of Direct Costs and Indirect Expenses, for provision of the Gender-Responsive Rehabilitation Program for Female Offenders Agreement is attached hereto.

START-UP COSTS	
Year One (First Initial Term Year only)	$ 19,233
MAXIMUM ANNUAL CONTRACT SUMS	
Year One (First Initial Term Year)	$ 623,661
Year Two (Second Initial Term Year)	$ 626,233
Year Three (Third Initial Term Year)	$ 644,501
Year Four (First Option Term Year)	$ 644,501
Year Five (Second Option Term Year)	$ 644,501
Six Months (Six Month Option Term)	$ 320,877
TOTAL MAXIMUM CONTRACT SUM	$ 3,523,507

Haight Ashbury Free Clinics, Inc.

Gender Responsive Rehabilitation Program

Start Up Cost - Year One

Start Up Costs		
Staff Training		6,164
Equipment		4,561
Curriculum		4,150
Self Assessment Tools		2,297
Subtotal		**17,172**
Indirect Expenses 12%		2,061
Total Start Up Costs Expenses		**19,233**

BUDGET NARRATIVE
Start Up Costs

Start Up Costs

Staff Training	
Compas Core web based training. 3 - 3 hour training sessions at $200 per hour equals $1,800. Gender Responsive training at $3,600. Travel expenses for the trainer $764.	$6,164
Equipment:	
Purchase 4 computers at $965.75 each, 2 printers at $251 each and 1 FAX machine at $196.	$4,561
Curriculum:	
Curriculum neccesary to deliver program elements.	$4,150
Self Assessment Tools:	
To purchase Northpointe Women's Compass Core.	
Software - 4 users times $250 per license = $1,000	
AD HOC Report Generator = $150	
One Time Set Up Fee = $750	
Annual Maintenance & Support = $297/yr.	
Compas Training Materials - 4 users times $25 = $100	$2,297
Total Start Up Cost:	**$17,172**
Indirect Expenses - 12%:	
To cover administrative fees, payroll, human resources, accounting and administration.	$2,061
TOTAL START UP COSTS:	**$19,233**

Haight Ashbury Free Clinics, Inc.

Gender Responsive Rehabilitation Program

Year One

Personnel	FTE	$ Amount
Program Director	1.00	65,000
Supervising Counselor	1.00	45,000
Program Facilitators	5.00	160,000
Transitional Service Coordinator	1.00	35,000
Family Service Coordinator	1.00	35,000
Clinician Masters	1.00	45,000
Administrative Assistant	1.00	30,000
Total Salaries	**11.00**	**415,000**
Fringe Benefits - 31%		128,650
Total Salaries & Benefits		**543,650**
Operating Expenses		
Communications		2,400
Office Supplies		5,500
Insurance		1,540
Staff Training		750
Equipment		500
Curriculum		0
Self Assessment Tools		0
Staff Travel		1,000
General Operating		1,500
Total Operating Expenses		**13,190**
Total Direct Costs		**556,840**
Indirect Expenses 12%		66,821
Total Costs		**623,661**

BUDGET NARRATIVE
Year One

Salaries and Benefits	Salaries	FTE
Program Director - $65,000	$65,000	1.000
Supervising Counselor - $45,000	$45,000	1.000
Program Facilitators - $32,000	$160,000	5.000
Transitional Service Coordinator - $35,000	$35,000	1.000
Family Service Coordinator - $35,000	$35,000	1.000
Clinician Masters - $45,000	$45,000	1.000
Administrative Assistant - $30,000	$30,000	1.000
TOTAL SALARIES	$415,000	11.000
State Unemployment Insurance - 1.49%	$6,184	
FICA - 7.27%	$30,171	
Workers' Compensation - 3.49%	$14,484	
Health Benefits - 15.05%	$62,458	
Retirement - 3.7%	$15,355	
TOTAL BENEFITS	$128,650	
TOTAL SALARIES & BENEFITS	**$543,650**	

Operating Expenses

Communications:	
5 cell phones for staff at $40 per month times 12 months.	$2,400
Office Supplies:	
Office Supplies for program staff and clients. Copier paper to copy training booklets. Lined tablets for clients.	$5,500
Insurance:	
Professional & General Liability, Crime and Umbrella insurance. .5% of Agency total of $307,988	$1,540
Staff Training	
General staff training on best practices = $750.	$750
Equipment:	
Annual copier usage = $500	$500
Curriculum:	
	$0

Self Assessment Tools:	
	$0
Staff Travel:	
The Transitional Service Coordinator and the Family Service Coordinator will have to travel into the community to establish community contacts and meet with family of clients. Mileage will be covered by this line item. $.50 per mile times 2,000 miles.	$1,000
General Operating	
Job advertising, client related costs, graduation events and misc. expenses.	$1,500
Total Operating Expenses:	**$13,190**
TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):	**$556,840**
Indirect Expenses - 12%:	
To cover administrative fees, payroll, human resources, accounting and administration.	$66,821
TOTAL COSTS:	**$623,661**

Haight Ashbury Free Clinics, Inc.

Gender Responsive Rehabilitation Program

Year Two

Personnel	FTE	$ Amount
Program Director	1.00	65,000
Supervising Counselor	1.00	45,000
Program Facilitators	5.00	160,000
Transitional Service Coordinator	1.00	35,000
Family Service Coordinator	1.00	35,000
Clinician Masters	1.00	45,000
Administrative Assistant	1.00	30,000
Total Salaries	**11.00**	**415,000**
Fringe Benefits - 31%		128,650
Total Salaries & Benefits		**543,650**
Operating Expenses		
Communications		2,400
Office Supplies		5,500
Insurance		1,540
Staff Training		750
Equipment		500
Curriculum		2,000
Self Assessment Tools		297
Staff Travel		1,000
General Operating		1,500
Total Operating Expenses		**15,487**
Total Direct Costs		**559,137**
Indirect Expenses 12%		67,096
Total Costs		**626,233**

BUDGET NARRATIVE
Year Two

Salaries and Benefits	Salaries	FTE
Program Director - $65,000	$65,000	1.000
Supervising Counselor - $45,000	$45,000	1.000
Program Facilitators - $32,000	$160,000	5.000
Transitional Service Coordinator - $35,000	$35,000	1.000
Family Service Coordinator - $35,000	$35,000	1.000
Clinician Masters - $45,000	$45,000	1.000
Administrative Assistant - $30,000	$30,000	1.000
TOTAL SALARIES	$415,000	11.000
State Unemployment Insurance - 1.49%	$6,184	
FICA - 7.27%	$30,171	
Workers' Compensation - 3.49%	$14,484	
Health Benefits - 15.05%	$62,458	
Retirement - 3.7%	$15,355	
TOTAL BENEFITS	$128,650	
TOTAL SALARIES & BENEFITS	**$543,650**	

Operating Expenses

Communications:	
5 cell phones for staff at $40 per month times 12 months.	$2,400
Office Supplies:	
Office Supplies for program staff and clients. Copier paper to copy training booklets. Lined tablets for clients.	$5,500
Insurance:	
Professional & General Liability, Crime and Umbrella insurance. .5% of Agency total of $307,988	$1,540
Staff Training	
General staff training on best practices.	$750
Equipment:	
Annual copier usage = $500	
	$500
Curriculum:	
Curriculum neccesary to deliver program elements.	$2,000
Self Assessment Tools:	

Annual Maintenance & Support = $297/yr.	$297
Staff Travel:	
The Transitional Service Coordinator and the Family Service Coordinator will have to travel into the community to establish community contacts and meet with family of clients. Mileage will be covered by this line item. $.50 per mile times 2,000 miles.	$1,000
General Operating	
Job advertising, client related costs, graduation events and misc. expenses.	$1,500
Total Operating Expenses:	**$15,487**
TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):	**$559,137**
Indirect Expenses - 12%:	
To cover administrative fees, payroll, human resources, accounting and administration.	$67,096
TOTAL COSTS:	**$626,233**

Haight Ashbury Free Clinics, Inc.

Gender Responsive Rehabilitation Program

Year Three

Personnel	FTE	$ Amount
Program Director	1.00	66,950
Supervising Counselor	1.00	46,350
Program Facilitators	5.00	164,800
Transitional Service Coordinator	1.00	36,050
Family Service Coordinator	1.00	36,050
Clinician Masters	1.00	46,350
Administrative Assistant	1.00	30,900
Total Salaries	**11.00**	**427,450**
Fringe Benefits - 31%		132,510
Total Salaries & Benefits		**559,960**
Operating Expenses		
Communications		2,400
Office Supplies		5,500
Insurance		1,540
Staff Training		750
Equipment		500
Curriculum		2,000
Self Assessment Tools		297
Staff Travel		1,000
General Operating		1,500
Total Operating Expenses		**15,487**
Total Direct Costs		**575,447**
Indirect Expenses 12%		69,054
Total Costs		**644,501**

BUDGET NARRATIVE
Year Three

Salaries and Benefits	Salaries	FTE
Program Director - $65,000	$66,950	1.000
Supervising Counselor - $45,000	$46,350	1.000
Program Facilitators - $32,000	$164,800	5.000
Transitional Service Coordinator - $35,000	$36,050	1.000
Family Service Coordinator - $35,000	$36,050	1.000
Clinician Masters - $45,000	$46,350	1.000
Administrative Assistant - $30,000	$30,900	1.000
TOTAL SALARIES	$427,450	11.000
State Unemployment Insurance - 1.49%	$6,369	
FICA - 7.27%	$31,076	
Workers' Compensation - 3.49%	$14,918	
Health Benefits - 15.05%	$64,331	
Retirement - 3.7%	$15,816	
TOTAL BENEFITS	$132,510	
TOTAL SALARIES & BENEFITS	$559,960	

Operating Expenses

Communications:	
5 cell phones for staff at $40 per month times 12 months.	$2,400
Office Supplies:	
Office Supplies for program staff and clients. Copier paper to copy training booklets. Lined tablets for clients.	$5,500
Insurance:	
Professional & General Liability, Crime and Umbrella insurance. .5% of Agency total of $307,988	$1,540
Staff Training	
General staff training on best practices.	$750
Equipment:	
Annual copier usage = $500	$500
Curriculum:	
Curriculum neccesary to deliver program elements.	$2,000

Self Assessment Tools:	
Annual Maintenance & Support = $297/yr.	$297
Staff Travel:	
The Transitional Service Coordinator and the Family Service Coordinator will have to travel into the community to establish community contacts and meet with family of clients. Mileage will be covered by this line item. $.50 per mile times 2,000 miles.	$1,000
General Operating	
Job advertising, client related costs, graduation events and misc. expenses.	$1,500
Total Operating Expenses:	**$15,487**
TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):	**$575,447**
Indirect Expenses - 12%:	
To cover administrative fees, payroll, human resources, accounting and administration.	$69,054
TOTAL COSTS:	**$644,501**

Haight Ashbury Free Clinics, Inc.

Gender Responsive Rehabilitation Program

Year Four

Personnel	FTE	$ Amount
Program Director	1.00	66,950
Supervising Counselor	1.00	46,350
Program Facilitators	5.00	164,800
Transitional Service Coordinator	1.00	36,050
Family Service Coordinator	1.00	36,050
Clinician Masters	1.00	46,350
Administrative Assistant	1.00	30,900
Total Salaries	**11.00**	**427,450**
Fringe Benefits - 31%		132,510
Total Salaries & Benefits		**559,960**
Operating Expenses		
Communications		2,400
Office Supplies		5,500
Insurance		1,540
Staff Training		750
Equipment		500
Curriculum		2,000
Self Assessment Tools		297
Staff Travel		1,000
General Operating		1,500
Total Operating Expenses		**15,487**
Total Direct Costs		**575,447**
Indirect Expenses 12%		69,054
Total Costs		**644,501**

BUDGET NARRATIVE
Year Four

Salaries and Benefits	Salaries	FTE
Program Director - $65,000	$66,950	1.000
Supervising Counselor - $45,000	$46,350	1.000
Program Facilitators - $32,000	$164,800	5.000
Transitional Service Coordinator - $35,000	$36,050	1.000
Family Service Coordinator - $35,000	$36,050	1.000
Clinician Masters - $45,000	$46,350	1.000
Administrative Assistant - $30,000	$30,900	1.000
TOTAL SALARIES	$427,450	11.000
State Unemployment Insurance - 1.49%	$6,369	
FICA - 7.27%	$31,076	
Workers' Compensation - 3.49%	$14,918	
Health Benefits - 15.05%	$64,331	
Retirement - 3.7%	$15,816	
TOTAL BENEFITS	$132,510	
TOTAL SALARIES & BENEFITS	$559,960	

Operating Expenses

Communications:	
5 cell phones for staff at $40 per month times 12 months.	$2,400
Office Supplies:	
Office Supplies for program staff and clients. Copier paper to copy training booklets. Lined tablets for clients.	$5,500
Insurance:	
Professional & General Liability, Crime and Umbrella insurance. .5% of Agency total of $307,988	$1,540
Staff Training	
General staff training on best practices.	$750
Equipment:	
Annual copier usage = $500	$500
Curriculum:	
Curriculum neccesary to deliver program elements.	$2,000

Self Assessment Tools:	
Annual Maintenance & Support = $297/yr.	$297
Staff Travel:	
The Transitional Service Coordinator and the Family Service Coordinator will have to travel into the community to establish community contacts and meet with family of clients. Mileage will be covered by this line item. $.50 per mile times 2,000 miles.	$1,000
General Operating	
Job advertising, client related costs, graduation events and misc. expenses.	$1,500
Total Operating Expenses:	**$15,487**
TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):	**$575,447**
Indirect Expenses - 12%:	
To cover administrative fees, payroll, human resources, accounting and administration.	$69,054
TOTAL COSTS:	**$644,501**

Haight Ashbury Free Clinics, Inc.

Gender Responsive Rehabilitation Program

Year Five

Personnel	FTE	$ Amount
Program Director	1.00	66,950
Supervising Counselor	1.00	46,350
Program Facilitators	5.00	164,800
Transitional Service Coordinator	1.00	36,050
Family Service Coordinator	1.00	36,050
Clinician Masters	1.00	46,350
Administrative Assistant	1.00	30,900
Total Salaries	**11.00**	**427,450**
Fringe Benefits - 31%		132,510
Total Salaries & Benefits		**559,960**
Operating Expenses		
Communications		2,400
Office Supplies		5,500
Insurance		1,540
Staff Training		750
Equipment		500
Curriculum		2,000
Self Assessment Tools		297
Staff Travel		1,000
General Operating		1,500
Total Operating Expenses		**15,487**
Total Direct Costs		**575,447**
Indirect Expenses 12%		69,054
Total Costs		**644,501**

BUDGET NARRATIVE
Year Five

Salaries and Benefits	Salaries	FTE
Program Director - $65,000	$66,950	1.000
Supervising Counselor - $45,000	$46,350	1.000
Program Facilitators - $32,000	$164,800	5.000
Transitional Service Coordinator - $35,000	$36,050	1.000
Family Service Coordinator - $35,000	$36,050	1.000
Clinician Masters - $45,000	$46,350	1.000
Administrative Assistant - $30,000	$30,900	1.000
TOTAL SALARIES	$427,450	11.000
State Unemployment Insurance - 1.49%	$6,369	
FICA - 7.27%	$31,076	
Workers' Compensation - 3.49%	$14,918	
Health Benefits - 15.05%	$64,331	
Retirement - 3.7%	$15,816	
TOTAL BENEFITS	$132,510	
TOTAL SALARIES & BENEFITS	**$559,960**	

Operating Expenses

Communications:	
5 cell phones for staff at $40 per month times 12 months.	$2,400
Office Supplies:	
Office Supplies for program staff and clients. Copier paper to copy training booklets. Lined tablets for clients.	$5,500
Insurance:	
Professional & General Liability, Crime and Umbrella insurance. .5% of Agency total of $307,988	$1,540
Staff Training	
General staff training on best practices.	$750
Equipment:	
Annual copier usage = $500	$500
Curriculum:	
Curriculum neccesary to deliver program elements.	$2,000

Self Assessment Tools:	
Annual Maintenance & Support = $297/yr.	$297
Staff Travel:	
The Transitional Service Coordinator and the Family Service Coordinator will have to travel into the community to establish community contacts and meet with family of clients. Mileage will be covered by this line item. $.50 per mile times 2,000 miles.	$1,000
General Operating	
Job advertising, client related costs, graduation events and misc. expenses.	$1,500
Total Operating Expenses:	**$15,487**
TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):	**$575,447**
Indirect Expenses - 12%:	
To cover administrative fees, payroll, human resources, accounting and administration.	$69,054
TOTAL COSTS:	**$644,501**

Haight Ashbury Free Clinics, Inc.

Gender Responsive Rehabilitation Program

6 Month Option

Personnel	FTE	$ Amount
Program Director	0.50	33,475
Supervising Counselor	0.50	23,175
Program Facilitators	2.50	82,400
Transitional Service Coordinator	0.50	18,025
Family Service Coordinator	0.50	18,025
Clinician Masters	0.50	23,175
Administrative Assistant	0.50	15,450
Total Salaries	**5.50**	**213,725**
Fringe Benefits - 31%		66,255
Total Salaries & Benefits		**279,980**
Operating Expenses		
Communications		1,200
Office Supplies		2,750
Insurance		770
Staff Training		0
Equipment		250
Curriculum		0
Self Assessment Tools		297
Staff Travel		500
General Operating		750
Total Operating Expenses		**6,517**
Total Direct Costs		**286,497**
Indirect Expenses 12%		34,380
Total Costs		**320,877**

BUDGET JUSTIFICATION
6 Month Option

Salaries and Benefits	Salaries	FTE
Program Director - $65,000	$33,475	.500
Supervising Counselor - $45,000	$23,175	.500
Program Facilitators - $32,000	$82,400	2.500
Transitional Service Coordinator - $35,000	$18,025	.500
Family Service Coordinator - $35,000	$18,025	.500
Clinician Masters - $45,000	$23,175	.500
Administrative Assistant - $30,000	$15,450	.500
TOTAL SALARIES	$213,725	5.500
State Unemployment Insurance - 1.49%	$3,185	
FICA - 7.27%	$15,538	
Workers' Compensation - 3.49%	$7,459	
Health Benefits - 15.05%	$32,166	
Retirement - 3.7%	$7,908	
TOTAL BENEFITS	$66,255	
TOTAL SALARIES & BENEFITS	**$279,980**	

Operating Expenses

Communications:	
5 cell phones for staff at $40 per month times 6 months.	$1,200
Office Supplies:	
Office Supplies for program staff and clients. Copier paper to copy training booklets. Lined tablets for clients.	$2,750
Insurance:	
Professional & General Liability, Crime and Umbrella insurance. .25% of Agency total of $307,988	$770
Staff Training	
General staff training on best practices.	$0
Equipment:	
Six months copier usage = $250	$250
Curriculum:	
Curriculum neccesary to deliver program elements.	$0

Self Assessment Tools:	
Annual Maintenance & Support = $297/yr.	$297
Staff Travel:	
The Transitional Service Coordinator and the Family Service Coordinator will have to travel into the community to establish community contacts and meet with family of clients. Mileage will be covered by this line item. $.50 per mile times 2,000 miles.	$500
General Operating	
Job advertising, client related costs, graduation events and misc. expenses.	$750
Total Operating Expenses:	**$6,517**
TOTAL DIRECT COSTS (Salaries & Benefits plus Operating Costs):	**$286,497**
Indirect Expenses - 12%:	
To cover administrative fees, payroll, human resources, accounting and administration.	$34,380
TOTAL COSTS:	**$320,877**

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

CONTRACTOR'S EEO CERTIFICATION

Contractor Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title: _____

Authorized Official's Signature: _____ Date: _____

EXHIBIT E1

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

_____
CONTRACTOR NAME

Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Agreement No. _____

Employee Name_____

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E2

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

_____
CONTRACTOR NAME

Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Agreement No._____

Non-Employee Name _____

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

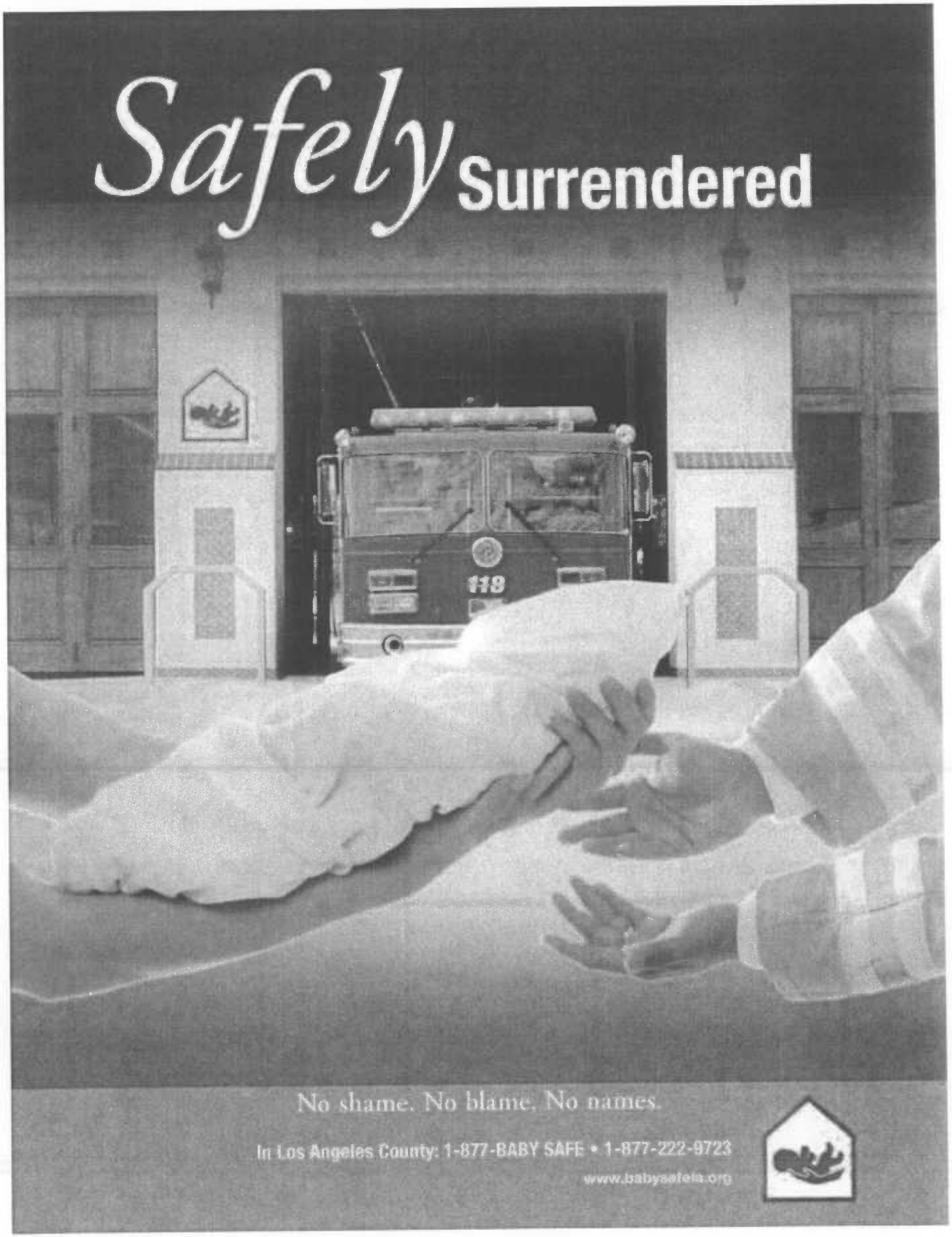
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT G

SAFELY SURRENDERED BABY LAW

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

EXHIBIT G


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

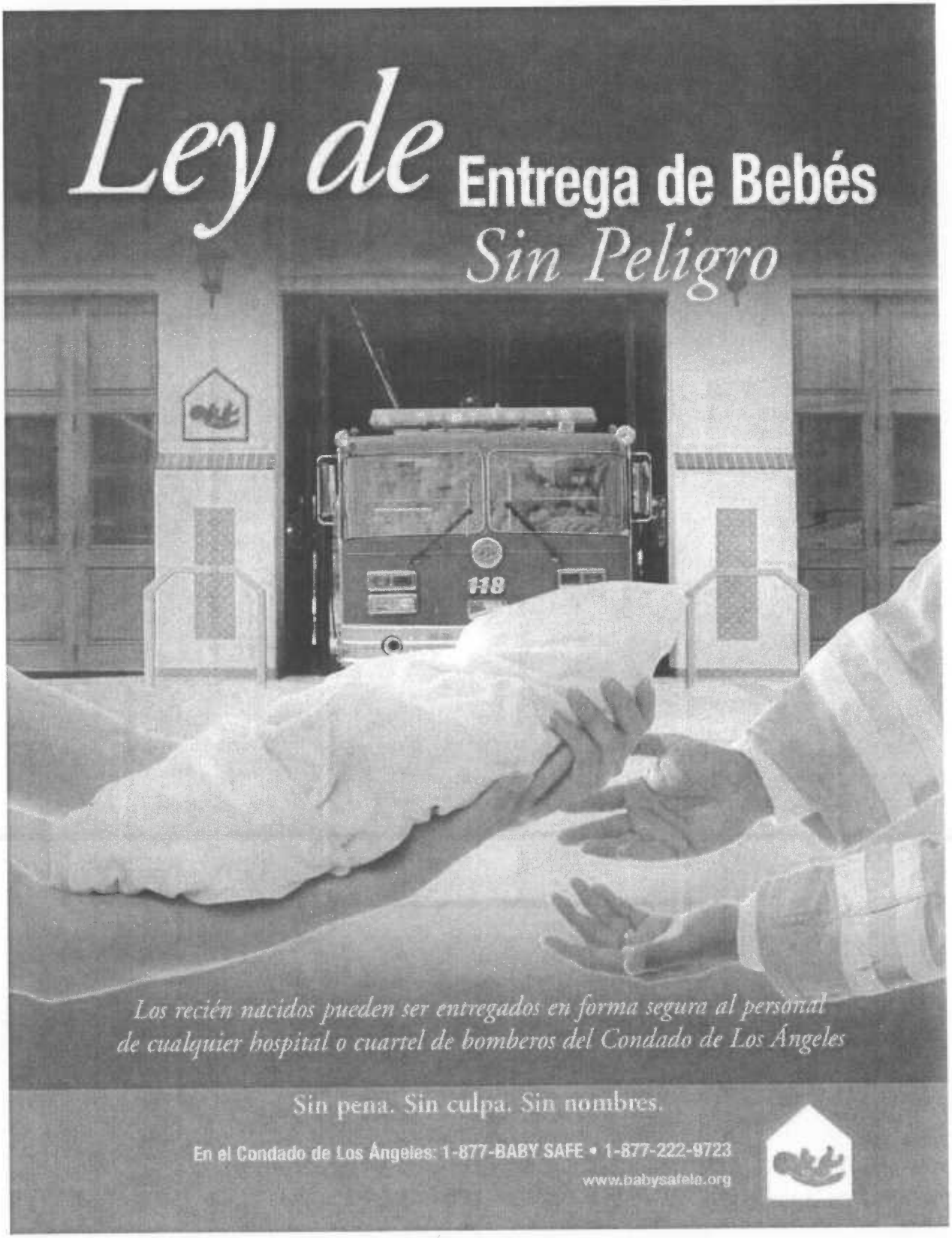
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT H

CONTRACT DISCREPANCY REPORT

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared by County:** _____ **Received by Contractor:** _____

Returned by Contractor: _____ **Action Completed:** _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT I

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-paragraph 2.1 – Specific Work - Orientation	Contractor shall retain the original Inmate GRR Program Participant agreements and present records for inspection upon County's request.	Inspection of files	$50 per non-compliance and $50 per day thereafter until in compliance
SOW: Sub-paragraph 2.5.3 – Specific Work - Reassessments	Written reassessment results shall be provided quarterly to the County Project Manager.	Observation and inspection of files	$50 per non-compliance and $50 per day thereafter until in compliance
SOW: Sub-paragraph 3.3 – Safety and Security Requirements	If at any time Contractor fails or refuses to comply with Sub-paragraph 3.2 of SOW, Department may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim for excess cost, damages, or extension of time under this Agreement.	Observation and inspection of files	$50 per occurrence
SOW: Sub-paragraph 3.8.2 – Safety and Security Requirements	Contractor shall develop/implement a corrective action plan, and provide a copy to the County Project Manager of such corrective action plan, within thirty (30) calendar days from the date of the second instance of exclusion.	Observation and inspection of files	$50 per non-compliance and $50 per day thereafter until in compliance

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Paragraph 5.1 – Schedule/Hours	Contractor shall submit an initial schedule to the County Project Director within thirty (30) calendar days after execution of the Agreement by the Board. The initial schedule must minimally show proposed days and times, and the names of the instructors/facilitators, and topic of instruction, facilitation, course, or session.	Observation and inspection of files	$50 per non-compliance and $50 per day thereafter until in compliance
SOW: Paragraph 5.2 – Schedule/Hours	If the initial schedule is updated by Contractor, the updated schedule shall be provided to the County Project Director for approval thirty (30) calendar days prior to GRR Program start according to the initial or updated schedule and every month thereafter.	Observation and inspection of files	$50 per non-compliance and $50 per day thereafter until in compliance
SOW: Paragraph 5.2 – Schedule/Hours	Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within ten (10) Business Days prior to scheduled time for work.	Observation and inspection of files	$50 per non-compliance and $50 per day thereafter until in compliance
SOW: Sub-paragraph 6.5 – Cancellation of Sessions	Make-up sessions: All canceled Sessions, whether excused or non-excused, shall be offered as makeup Sessions within thirty (30) calendar days of the canceled Session. Failure to provide makeup Sessions, as agreed to in consultation with the County Project Director, may result in County assessing liquidated damages.	Observation and inspection of files	$50 per non-compliance and $50 per day thereafter until in compliance

EXHIBIT J

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number: Email address:		
Agreement for Gender-Responsive Rehabilitation Program for Female Offenders		

Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ Contractor is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

EXHIBIT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

EXHIBIT L

INVOICE DISCREPANCY REPORT

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Project Director

   Today's Date:_____

   Contractor:_____

   Phone Number:_____

   Date of Subject Invoice: _____

   Description of Issues with Subject Invoice:

   _____

   _____

   _____

   Signed: _____ Date: _____
   County Project Manager (CPM)

2. **REVIEWED:**

   Signed: _____ Date: _____
   County Project Director (CPD)

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

   Date received from CPD: _____

   Explanation regarding Issues with Subject Invoice: _____

   _____

   _____

   Corrective Action Taken: _____

   _____

   _____

   Signed:_____ Date:_____
   Contractor Project Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

   _____

   _____

   _____

5. **Approved by COUNTY:**

   _____ Date: _____

   _____ Date: _____

6. **Contractor Notified on**_____ Date: _____

INSTRUCTIONS
CPM : Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.
Copy LASD [Master Contract File]

EXHIBIT M

COUNTY OF LOS ANGELES
NON-EMPLOYEE INJURY REPORT

GENDER-RESPONSIVE
REHABILITATION PROGRAM FOR
FEMALE OFFENDERS

COUNTY OF LOS ANGELES
NON-EMPLOYEE INJURY REPORT

Dept Name: _____ Dept. #: _____
DIV. or Facility: _____
SECTION: _____
IRMIS Code #: _____

Prepared for County Counsel in defense of the County, Special Districts and employees.

INSTRUCTIONS:

1. All incidents involving injury to non-employees, however minor, while on County property (owned or leased) must be reported by the Guard, Sheriff's Office or Department in proximity to incident, as follows:

   Two copies to: CARL WARREN & CO., P.O. Box 11 6, Glendale, CA 91209-0116

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206

INJURED NON-EMPLOYEE:

1. Name _____ (Last Name) (First Name) (Middle Name)
2. Address _____
2B. Telephone: ( )_____ 3. Age_____ 4. Sex: ____Male ____Female If minor, give name of parent or guardian _____

TIME AND PLACE:

5. Place of occurrence _____ (Name of County Facility, Bldg., Street, Number) (City or Town)
6. Location in building _____ (In detail: Bldg., Floor, Room No.)
7. Date of occurrence_____ Hour _____ AM/PM. 8. Weather _____ Clear _____ Rain

POLICE REPORT ☐ Yes ☐ No POLICE AGENCY REPORTING _____ STATION _____ DEPT. # :_____

DESCRIPTION OF INCIDENT:

9. What was non-employee doing? _____
10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury:_____

    _____ (If necessary, continue on separate sheet)
11. Condition of floor, sidewalk, steps or other physical property or equipment involved: _____

    _____
12. Was there any defect or foreign substance or object involved? If so, describe: _____

    _____
13. If slip and fall: Person's shoes _____ (Type) heels _____ (Type) caps _____ (Type)

NATURE OF INJURY AND PART OF BODY AFFECTED:

14. Be specific! State which part of body injured; whether right or left, etc. If exact nature of injury is undetermined, give opinion:

    _____

    _____

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TREATMENT GIVEN:

15. Was treatment given to the injured person by County personnel? _____ By whom? _____

Type of Treatment: _____

16. Was ambulance called? _____ Which company? _____ By whom? _____

17. Taken to hospital? _____ Which? _____

STATEMENTS BY INJURED AND WITNESSES:

(Note: Attach additional pages if needed)

18. Statement of injured as to what happened: _____

_____

_____

_____

_____

_____

_____

19. Witness No. 1: Name _____
(Last Name) (First Name) (Initial)

Address: _____ Telephone: _____
(Number) (street) (City)

Statement: _____

_____

_____

_____

_____

20. Witness No. 2: Name _____
(Last Name) (First Name) (Initial)

Address: _____ Telephone: _____
(Number) (Street) (City)

Statement: _____

_____

_____

_____

_____

Date Report Prepared: _____

Prepared by: _____ Phone _____
(Print Name)

_____ Dept. _____
(Title)

_____
(Signature)

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EXHIBIT N

COUNTY RFP #402-SH FOR GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

(Not attached – Incorporated by reference)

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS

EXHIBIT O

CONTRACTOR'S RESPONSE TO RFP #402-SH

(Not attached – Incorporated by reference)

GENDER-RESPONSIVE REHABILITATION PROGRAM FOR FEMALE OFFENDERS