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

LEROY D. BACA, SHERIFF

March 3, 2004

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

Dear Supervisors:

REQUEST FOR APPROVAL TO EXTEND SOLE SOURCE AGREEMENT NO. 74165 WITH AMER-I-CAN FOUNDATION FOR DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING (ALL DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Amendment with Amer-I-Can Foundation extending the Agreement for three (3) years and thereafter, for another six (6) months in any increment, effective April 1, 2004, increasing the total contract sum to an amount not to exceed $1,050,000, including the extension option.

2. Authorize the Sheriff to execute change orders and amendments, within the conditions specified in the Agreement, including authority to exercise the extension provision.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these recommended actions is to continue providing specialized training in disturbance mediation for deputies and inmates of the Sheriff's Department's North County Correctional Facility (NCCF). The program's effectiveness has been successfully implemented in the Sheriff's Custody Facilities for the past four years, as well as in the justice and educational systems nationwide. The program has been implemented in 16 correctional institutions in the State of New Jersey, and continues to be implemented by the Los Angeles County Probation Department's Camp Program.

The services provided by Amer-I-Can Foundation are needed to prevent and/or curtail major inmate disturbances at various facilities within the Sheriff's Department's Custody Operations Division, primarily NCCF. A major disruption of normal operations could possibly result in serious harm and/or injuries to both NCCF inmates and Sheriff's Department personnel. From January 2003 through November 2003, statistics show that of approximately 500 Amer-I-Can students only six current students were involved in disturbances at NCCF. Approximately 600 inmates graduate from this program annually.

The Board has previously approved and endorsed this program as a sole source provider based on Amer-I-Can Foundation's unique approach to inmate training and motivation. In addition, the Amer-I-Can Foundation maintains an extensive track record of success and effectiveness with inmates of Los Angeles County, the prisons, and jails in other states.

Implementation of Strategic Plan Goals

The services provided support the County's Strategic Goals for Service Excellence and Fiscal Responsibility. Specifically, the contract will allow the Amer-I-Can Foundation to continue to provide mediation and life skills training for inmates. It supports Fiscal Responsibility because the training has successfully reduced inmate disturbances, avoiding excess overtime and medical costs.

FISCAL IMPACT/FINANCING

This contract is fully financed by the Inmate Welfare Fund. The contract sum shall not exceed $300,000 for a twelve (12) month period effective upon Board approval. The total contract sum shall not exceed $1,050,000, including the six (6) months extension option.

A $50,000 payment will be made in the first month of the contract term for the training materials, books, and supplies, and thereafter, equal payments of $22,727 per month for the remainder of the first year. Commencing the second year of the contract, the monthly payments will be $25,000 per month for the remainder of the contract term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Sheriff's Department continues to experience incidents of racial tension among the population of inmates housed at NCCF. These incidents are due to a change in

demographics between the population of Black and Latino inmates. Although the Department is working diligently to resolve these problems by using available resources and programs, it also acknowledges that additional resources continue to be required.

Currently, Amer-I-Can Foundation is providing mediation and life skills training at NCCF. This program was initiated following a major disturbance caused by racial tensions, within the Pitchess Detention Facility in April of 2000, which resulted in a total of 81 inmates being injured and disturbances spreading to other dorms and jail facilities.

The Sheriff's Department has determined that this training, authorized by the California Penal Code, is beneficial and should be continued and expanded to influence more inmates. The training will also establish a core of trained deputies to prevent disturbances in the future and contribute to better inmate care.

The training provided by Amer-I-Can Foundation has proven highly successful in mitigating inmate disturbances. Mr. Jim Brown's reputation commands the attention of the inmates. The reputation, support, and trust the inmates have for the Amer-I-Can Foundation's teachers and counselors must be maintained.

The Amer-I-Can Program works to motivate the inmate population toward changes in habits and attitudes, problem solving, emotional control, family stability, effective communication, life-style changes including goal setting and financial stability, employment search and job retention skills. Additionally, these special services will train the Sheriff's Department's sworn personnel in disturbance mediation, methods to ease tensions among inmates, providing life management skills training, and providing follow-up services for inmates in the NCCF and other facilities, if necessary.

Amer-I-Can Foundation has been notified that if it provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, it shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County. Further, Amer-I-Can Foundation will not be asked to perform services which exceed the Agreement amount, scope of work, or contract dates.

Amer-I-Can has been notified and is in compliance with the Los Angeles County Child Support Compliance Program. Verification has been made through the Child Support

Services Department. The Contract contains the standard County requirements including Baby Law, Jury Service, GAIN/GROW program and Federal Earned Income Credit requirement.

This agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

A sole source contract with Amer-I-Can is being requested as the Sheriff's Department could not locate any other firm that could perform these services. The Department contacted several outside policing agencies, but was unable to locate any that have this type, or any type of program currently in place to assist in mediation and life skills training for inmates. The Probation Department also contracts with Amer-I-Can as a sole provider of Mediation and Life Skills Training for its Department. There were no vendors registered in the County Webven that provide mediation and life skills training for inmates.

IMPACT ON CURRENT SERVICES

The approval and continuation of Amer-I-Can Foundation services will be an effective intervention for inmates to develop effective communication and life-style skills. The training will be provided in an environment for constructive inter-racial interaction, which will help reduce racial tensions and mitigate inmate disturbances at NCCF and/or other Sheriff's facilities as needed.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and two original executed copies of the agreement to the Sheriff's Department, Contracts Administration Unit.

Respectfully submitted,

LEROY D. BACA, SHERIFF

William T. Stonich

WILLIAM T. STONICH
UNDERSHERIFF

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NO. 7 TO AGREEMENT NO. 74165 FOR DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING WITH AMER-I-CAN FOUNDATION

This Amendment Number 7 ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Amer-I-Can Foundation (hereinafter "CONTRACTOR"), effective April 1, 2004, based on the following recitals:

A. WHEREAS, on October 1, 2002, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 74165 (hereinafter "AGREEMENT") to provide disturbance mediation and life skill training to inmates and deputies of the Los Angeles County Sheriff's Department; and

B. WHEREAS, this AGREEMENT currently expires on March 31, 2004; and

C. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT; and

D. WHEREAS, the COUNTY and the CONTRACTOR desire to amend the Contract Sum, Sections of the AGREEMENT, and add Section 54.0, (Addition and Deletion of Facilities); and

E. WHEREAS, the COUNTY and the CONTRACTOR desire to replace the Statement of Work, Exhibit A with a Revised Statement of Work, attached as Attachment A; and

F. WHEREAS, the COUNTY and the CONTRACTOR desire to replace Exhibits E and F with Revised Exhibits E and F; and

G. WHEREAS, the COUNTY and the CONTRACTOR desire to add Exhibit H; and

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

1. The AGREEMENT shall be extended for an additional period of three (3) years. Thereafter the AGREEMENT may be extended pursuant to Section 4.0 (Term and Termination) in any increment up to a total of six (6) months. The total AGREEMENT term shall not exceed three (3) years and six (6) months.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NO. 7 TO AGREEMENT NO. 74165
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2. Section 5.1 (Contract Sum) is deleted and replaced with the following:

The maximum amount payable for the services provided through this AMENDMENT shall not exceed $300,000 annually. The total contract sum shall not exceed $1,050,000. A $50,000 payment will be made in the first month of operation for the training and training materials, and eleven (11) equal payments of $22,727 per month for the remainder of the first year. Commencing the second year of the AGREEMENT, the monthly payments will be $25,000 per month for the remainder of the AGREEMENT term.

If the six (6) month extension is required, the SHERIFF, at his sole option, may extend the AGREEMENT at the monthly cost of $25,000 up to $150,000 as provided herein.

COUNTY agrees to compensate CONTRACTOR for services performed under this AGREEMENT as specified in Attachment A, Revised Statement of Work. If the CONTRACTOR provides any tasks, deliverable, 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 the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

3. Section 5.2 (Invoices and Payments) is deleted and replaced with the following:

Payments for contract services provided during the term of the Agreement shall be paid in arrears thirty (30) days after receipt of invoice. **By the 15th day following the end of the month of service, e.g. service provided in December will not be billed until January 15th,** CONTRACTOR shall submit an original invoice to:

Los Angeles County Sheriff's Department
Accounts Payable Section
4700 Ramona Boulevard
Monterey Park, CA 91754

and one copy of the invoice for services performed under this Agreement to:

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

**AMENDMENT NO. 7 TO AGREEMENT NO. 74165
FOR DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING
WITH AMER-I-CAN FOUNDATION**

Lieutenant Robert K. Hudson
Project Manager
Inmate Services Unit
Twin Towers Correctional Facility
450 Bauchet Street, Room E-888
Los Angeles, CA 90012

The CONTRACTOR shall submit invoices in a uniform format approved by the SHERIFF's Project Manager with the following minimum information:

A. Name, address, and telephone number of CONTRACTOR

B. Payment period, including "FROM and TO" dates

C. Days and number of hours worked for the payment period

D. Number of inmates or employees graduated during the payment period

E. Total dollar amount charges to the COUNTY

The CONTRACTOR shall submit a report, approved by the SHERIFF's Project Manager or designee, with each monthly invoice that supports the number of hours worked. The report shall include the following:

A. A list of names and booking number of each training participant

B. Indicate whether the participant is an inmate or employee

C. Indicate the number of instruction hours that the participant completed

D. Indicate whether the participant graduated

E. Indicate dates each training participant attended training class

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NO. 7 TO AGREEMENT NO. 74165 FOR DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING WITH AMER-I-CAN FOUNDATION

Payment procedures and time-lines shall be as follows:

A. The CONTRACTOR shall submit invoices to the Project Manager by the 15th of each month, following the month of services.

B. The Project Manager shall forward the approved invoices to Fiscal's Special Fund Accounting Unit within two (2) business days.

C. Fiscal's Special Fund Accounting Unit shall process the invoice for payment by the **Auditor-Controller**.

D. The Auditor-Controller prepares the payment warrant and mails via the U. S. Postal Services to the CONTRACTOR within approximately two (2) weeks. **Payment is not due to the CONTRACTOR until 30 days after receipt of invoice. For example, payment for services provided in the month of December would not be due until January 30th.** If a County holiday occurs on a due date, payment will be processed by the next business day.

4. Section 6.1 (County's Project Director) shall be amended to add the following:

Responsibilities of the County Project Director include:

- The County Project Director is not authorized to make any changes in the terms and conditions of this AGREEMENT and is not authorized to further obligate the COUNTY in any respect whatsoever.

- Any of the County's Project Administrators, or their designee, shall have the right at all times to inspect and observe any and all tasks, goods, services or other work performed or provided by or on behalf of this CONTRACTOR.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

**AMENDMENT NO. 7 TO AGREEMENT NO. 74165
FOR DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING
WITH AMER-I-CAN FOUNDATION**

5. Section 7.2 (Approval of Contractor's Staff) shall be amended to add the following:

   The CONTRACTOR shall submit to the SHERIFF's Project Manager a roster of all employees that will perform services under this AGREEMENT. All employees shall complete Exhibit H, CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AGREEMENT, prior to start of work. CONTRACTOR shall maintain this roster and provide the SHERIFF's Project Manager with updates necessary to keep the roster current, including submittal of Exhibit H for new employees.

   The CONTRACTOR shall notify the Site Project Manager (Facility Unit Commander) 48 hours in advance of the intent to bring a visitor, guest speaker or program affiliate. The name, address, telephone number, date of birth, and driver license number will be required, and upon receipt of this information, a limited facility security clearance will be granted.

6. Exhibits E and F shall be replaced with Revised Exhibits E and F.

7. Add Exhibit H, Contractor Employee Acknowledgment, Confidentiality Agreement.

8. Add Section 54, ADDITIONS/DELETIONS OF FACILITIES

   54. ADDITIONS AND DELETIONS OF FACILITIES

   54.1 COUNTY reserves the right to add or delete facilities during the term of this AGREEMENT. Addition of facilities shall not change CONTRACTOR' s rate of compensation or total contract sum under Section 5.1.

   54.2 COUNTY shall provide CONTRACTOR with written notice of such additions or deletions. Notification shall be made by the Project Manager, in accordance with Paragraph 9.0, Change Notices and Amendments. CONTRACTOR will have 60 days from date of Change Notice to implement the program at the new facility.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NO. 7 TO AGREEMENT NO. 74165
FOR DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING
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Except as expressly provided in this Amendment Number 7, all other provisions and conditions of the AGREEMENT shall remain the same and in full force and effect.

CONTRACTOR represents and warrants that the person executing this Amendment for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NO. 7 TO AGREEMENT NO. 74165 FOR DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING WITH AMER-I-CAN FOUNDATION

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number 7 to be executed on its behalf by its duly authorized officers.

THE COUNTY OF LOS ANGELES

By:_____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUCKENS
Executive Officer/Clerk
Board of Supervisors

By: _____
Deputy

AMER-I-CAN FOUNDATION

By: Jim Brown

PRINT NAME: JIM BROWN

TITLE: PRESIDENT

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: _____
GARY GROSS
Senior Deputy County Counsel

ATTACHMENT A

AMER-I-CAN FOUNDATION DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING

REVISED STATEMENT OF WORK

EXHIBIT A

ATTACHMENT A

STATEMENT OF WORK

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ATTACHMENT A

EXHIBIT A

REVISED STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 The SHERIFF requires the services of an independent contractor to provide disturbance mediation and life skills training to inmates, deputies, and professional staff. The contractor must meet minimum requirements and be capable of performing the duties specified in this **STATEMENT OF WORK**.

1.2 The CONTRACTOR shall implement a plan that will expose deputies, selected by Sheriff, to the CONTRACTOR's curriculum, ease tensions, and provide to inmates life management and after-incarceration training skills. The CONTRACTOR will be notified thirty (30) days in advance of the transfer of programs to another jail facility. A team of CONTRACTOR executives, consultants, and training facilitators will conduct the training over a thirty-six (36) month period. A minimum of 600 inmates ***per year*** shall be trained and graduated from the program.

2.0 MINIMUM REQUIREMENTS

The CONTRACTOR must meet the following minimum requirements:

2.1 Must have successful implementation of the training program at inmate institutions of similar scope to the Sheriff's Department, or at the Sheriff's Department.

2.2 A minimum of four (4) years experience in conducting mediation and life skills training for law enforcement agencies.

3.0 SPECIFIC WORK REQUIREMENT

3.1 The CONTRACTOR initially shall implement their plan at the North County Correctional Facility (NCCF), with the option to transfer programs to other jail facilities if necessary. The program shall be initiated primarily for inmates, but also for selected deputies and professional staff. The goal of this program shall be to provide effective life-management skills training with the focus on curtailing racially and/or ethnically motivated jail disturbances.

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

3.3 The CONTRACTOR shall involve participants in a series of "Feeling Sessions" to be conducted in a designated training area at NCCF, with the option to transfer the program to other jail facilities, if necessary.

NOTE: A "Feeling Session" shall be a controlled group discussion led by a trained facilitator and shall provide an open forum in which participants may express their feelings about the topic of discussion. The goal of such feeling sessions is to promote an atmosphere of peace by providing a safe forum in which feelings can be expressed and addressed verbally rather than physically.

3.4 The CONTRACTOR shall conduct life skills management training for inmates who seek to enhance their self-esteem and instill the concept of self-determination.

3.5 The CONTRACTOR shall provide trained facilitators to teach material designed to assist inmates in the development of personal skills in the following areas:

A. Motivation, Habits, Condition, and Attitude
B. Goal Setting and Decision Making
C. Effective Communication
D. Problem Solving
E. Financial Stability
F. Family Relationships
G. Emotional Control
H. Job Search and Retention

3.6 The CONTRACTOR shall provide two trained facilitators for each class of approximately 45 to 68 students. Each class shall be three (3) weeks in length, six (6) hours per day, five (5) days a week. A minimum of 600 inmates, **per year**, shall be trained and graduated from the program.

3.7 The CONTRACTOR shall conduct back-to-back sessions, recruiting new enrollees during active class.

3.8 The CONTRACTOR shall conduct a graduation ceremony at the completion of each three-week session, to recognize the participants for their accomplishments.

3.9 The CONTRACTOR shall implement a minimum of 20 mediation and life skills training program over a thirty-six (36) month period for selected sworn and professional staff.

3.10 The Site Project Manager or Operations Lieutenant at NCCF, or any other jail facility where the classes are held, shall verify the graduates information at the end of each class.

3.11 The CONTRACTOR shall provide the SHERIFF's Project Manager with a draft copy of any **planned** news releases in regards to this Agreement. Pursuant to Sections 7.5 Confidentiality, and 38, Publicity, of the Agreement, CONTRACTOR shall not release any news release or other publicity until after the Sheriff's Project Manager has provided input and expressed written consent. Failure to comply with this section or any section of the Statement of Work shall be a violation of the Agreement.

4.0 PROGRAM RESULTS

4.1 The expected result of the program is that participants will develop greater self-esteem, improved control of their emotions, non-violent problem-solving skills, and understanding of the concept of community and collective responsibility, job seeking skills, job retention skills, and other valuable life skills.

4.2 The Project Manager shall provide the CONTRACTOR with information regarding racially and/or ethnically motivated incidents involving inmates who are attending or have completed the training and remain incarcerated. The CONTRACTOR will be responsible for interviewing all involved inmates and providing a detailed written report outlining the causes of the disturbances and making suggestions for reducing or eliminating future disturbances. These reports will be submitted to the Project Manager within ten (10 business days) of the date the information is provided to the CONTRACTOR.

The CONTRACTOR and the Project Manager shall meet at least quarterly to review the program results and discuss issues related to the continued reduction and elimination of racially and/or ethnically motivated incidents at the facility. The Project Manager may request more frequent meetings as the needs of the facility dictate.

5.0 WORK HOURS, DAYS, AND LOCATIONS

5.1 Work hours may vary depending on the needs of the SHERIFF. Generally, working hours range from 7:00 a.m. to 7:00 p.m.

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

5.3 Training shall be conducted at the following SHERIFF's location. This location may change, increase, or decrease during the term of the Agreement.

Pitchess Detention Center
North County Correctional Facility (NCCF)
29340 The Old Road
Castaic, California 91384-2905
Telephone: (661) 295-7969

6.0 COUNTY PROVIDED TRAINING ROOM, EQUIPMENT AND SUPPLIES

6.1 The COUNTY shall provide a training room or location conducive to effective implementation of the desired training.

6.2 The COUNTY shall provide an office space for the CONTRACTOR to prepare for and follow-up on training and prepare required reports and opinions.

6.3 The COUNTY shall provide the CONTRACTOR usage of the following equipment. The equipment shall be used only for purposes directly related to this contract.

A. Telephone
B. Fax Machine
C. Copier
D. Computer and WordPerfect software

6.4 The COUNTY will print instructional materials after the number of participants trained and graduated each year exceeds 600.

7.0 CONTRACTOR PROVIDED EQUIPMENT AND SUPPLIES

Beyond the items specified in Section 6.0, the CONTRACTOR may be required to provide its own training equipment which meets the requirements of Section 3.0 of this Statement of Work, and approved by the SHERIFF's Project Manager.

8.0 CHAIN OF COMMAND

The CONTRACTOR shall adhere to the established SHERIFF's chain of command. All communications shall be addressed first to the SHERIFF's Site Supervisor. If the Site Supervisor is unavailable, the CONTRACTOR shall contact the Site Project Manager (Facility Unit Commander). If further assistance is required, CONTRACTOR shall contact the Project Manager, (213) 893-5111. If a resolution is unattainable, CONTRACTOR shall contact the Director of Correctional Services Division, (213) 893-3882 or shall be directed to the Chief of Correctional Services Division, (213) 893-5017.

REVISED EXHIBIT E

COUNTY'S ADMINISTRATION

CONTRACT NO. 74165

COUNTY PROJECT DIRECTOR:

Name: KAREN DALTON
Title: DIRECTOR, CORRECTIONAL SERVICES DIVISION
Address: TWIN TOWER CORRECTIONAL FACILITY, 450 BAUCHET STREET ROOM E826
LOS ANGELES CALIFORNIA 90012
Telephone: (213) 893-5882
Facsimile: (213) 621-9166
E-Mail Address: ksdalton@lasd.org

COUNTY PROJECT MANAGER:

Name: ROBERT K. HUDSON
Title: LIEUTENANT, INMATE SERVICES UNIT
Address: TWIN TOWER CORRECTIONAL FACILITY, 450 BAUCHET STREET ROOM
LOS ANGELES, CALIFORNIA 90012
Telephone: (213) 893-5111
Facsimile: (323) 415-3806
E-Mail Address: rkhudson@lasd.org

COUNTY CONTRACT PROJECT MONITOR:

Name: RICHARD J. MOAK
Title: ACTING CAPTAIN, CUSTODY OPERATIONS DIVISION
Address: PITCHESS DETENTION CENTER, NORTH COUNTY CORRECTIONAL FACILIT
29340 THE OLD ROAD, CASTAIC, CALIFORNIA 91384-2905
Telephone: (661) 295-7806
Facsimile:
E-Mail Address: RJMoak@lasd.org

REVISED EXHIBIT F

CONTRACTOR'S ADMINISTRATION

AMER-I-CAN FOUNDATION
CONTRACTOR'S NAME

CONTRACT NO. 74165

CONTRACTOR'S PROJECT MANAGER:

Name: Darren Bo Taylor
Title: Project Manager
Address: 4657 West Washington Boulevard
Los Angeles, California 90016
Telephone: (323) 549-4695
Facsimile: (323) 549-4690
E-Mail Address: info@Amer-I-Can.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Jim Brown, Project Director
Title: President
Address: 1851 Sunset Plaza Drive
Los Angeles, California 90069
Telephone: (310) 652-7884
Facsimile: (310) 657-4838
E-Mail Address: Info@Amer-I-Can.org

Notices to Contractor shall be sent to the following address:

Address: 1851 Sunset Plaza Drive
Los Angeles, California 90069
Telephone: (310) 652-7884
Facsimile: (310) 657-4838
E-Mail Address: Info@Amer-I-Can.org

CONTRACT FOR
DISTURBANCE MEDIATION AND LIFE SKILLS TRAINING SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

AMER-I-CAN FOUNDATION
CONTRACTOR NAME

Contract No. 74165

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 ACKNOWLEDGEMENT:

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, criminal, and welfare recipient 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 AMER-I-CAN FOUNDATION Contract No. 74165

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 welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, 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: _____