



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF
211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 10, 2017

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

29 October 10, 2017

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A MODEL CONTRACT FOR ALTERNATIVE PROGRAMS
FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Contract for Alternative Programs for Adult Offenders in County Jails (Model Contract) for the provision of alternative jail programs/services (Services) to inmates at zero cost to the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Model Contract for a term commencing upon approval by the Board and terminating on June 30, 2019, with one-year options to extend the term of the Model Contract annually thereafter.
2. Delegate authority to the Sheriff, or his designee, to execute contracts substantially similar to the attached Model Contract with qualified contractors, at no cost to the County, commencing upon the date of execution by the Sheriff, with an initial termination date of June 30, 2019, and options to extend the term of the contracts annually thereafter.
3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Orders to any contract as set forth throughout the contract, including Amendments and Change Orders to:
(1) add new or revised standard County contract provisions adopted by the Board during the term of the contract, (2) exercise Option Term extensions of the contract in accordance with paragraph 4.2 of the contract, (3) effectuate an assignment of rights or delegation of duties pursuant to paragraph 8.2 (Assignment and Delegation) of the contract, and (4) modify Exhibit F, Final Service Plan, and/or Exhibit K, Statement of Work, including to add, delete, or modify Services, to add or delete

facilitators, or to add or delete jail facilities, as required by the County at the Department's sole discretion.

4. Delegate authority to the Sheriff, or his designee, to terminate any contract at any time with 30 calendar days advance written notice, subject to the changing needs and priorities of the Department.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Sheriff to execute contracts with various qualified contractors for the provision of Services to inmates housed in County jail facilities. Services will be provided at no cost to the County and will include, but are not limited to: literacy education, vocational training, job readiness services, re-entry and substance abuse counseling, other counseling services, legal education, parenting and life skills instruction, fitness training, and art/music therapy. These contracts will assist the Department in meeting its goals to improve the quality of life of participating inmates, increase safety in the County jails through instruction and training, and reduce the tendency to relapse or reoffend.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal I.3 – Reform Service Delivery Within Our Justice Systems, by providing various Services to inmates to reduce the risk of recidivism and support successful re-entry into our communities.

FISCAL IMPACT/FINANCING

The Services provided by the contractors will be at no cost to the County. The County will not provide funding to contractors. All contractor staff salaries, benefits, administrative costs, and other associated costs shall be borne by the contractor and may be offset through outside funding secured exclusively by the contractor. Contractors shall have no expectation of any payment by the County for Services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts will commence upon the date of execution by the Sheriff, with an initial termination date of June 30, 2019, and options to extend the term of the contracts annually thereafter. Either party may terminate a contract by giving not less than 30 calendar days advance written notice to the other party. The Sheriff is seeking delegated authority to terminate any contract for convenience at any time, subject to the changing needs and priorities of the Department.

Work under any contract shall not commence until such time as the contractor: (1) presents to the County Program Manager a Final Service Plan structured to meet the needs of the County, (2) identifies adequate funding source(s) for the Service, and (3) demonstrates that adequate staffing has been secured to implement the Service.

The Model Contract includes all County required provisions and requirements, including Jury Service, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Programs.

The insurance provisions set forth in the Model Contract will vary based upon recommendations

made by the Chief Executive Office, Risk Management Bureau, following its review of the Services to be delivered and potential exposure to the County.

The attached Model Contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

On July 18, 2017, the Department released a Request for Statement of Interest (RFSI) to provide Services at no cost to the County. The RFSI solicitation was posted on the County's and Department's websites, with an initial closing date of August 14, 2017.

Respondents are required to submit to the Department a Statement of Interest, which details the proposed Services to be provided to inmates in the County jails. The Department has sole discretion to accept or reject any proposed Service based upon the needs of the Department. The Department reserves the right to add or delete Services and to determine the number of desired Services in any particular subject area at any time during the RFSI process. The RFSI will remain open until the needs of the Department are met.

Upon the Board's approval of this action, the Sheriff will execute contracts with qualified contractors to meet the needs and priorities of the Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There are no current services.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

The Honorable Board of Supervisors
10/10/2017
Page 4

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and a cursive "McDonnell".

JIM McDONNELL

Sheriff

JM:VU:vu

Enclosures

MODEL CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

**ALTERNATIVE PROGRAMS FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	3
3.0	WORK, SCOPE OF SERVICES	4
4.0	TERM OF CONTRACT	4
5.0	TERMINATION	5
6.0	ADMINISTRATION OF CONTRACT- COUNTY	5
	6.1 COUNTY'S PROGRAM DIRECTOR	5
	6.2 COUNTY'S PROGRAM MANAGER	5
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	5
	7.1 CONTRACTOR'S PROGRAM MANAGER	5
	7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S).....	6
	7.3 APPROVAL OF CONTRACTOR'S STAFF	6
	7.4 CONTRACTOR'S STAFF IDENTIFICATION	6
	7.5 BACKGROUND AND SECURITY INVESTIGATIONS	7
	7.6 CONFIDENTIALITY	7
8.0	STANDARD TERMS AND CONDITIONS	8
	8.1 AMENDMENTS AND CHANGE ORDERS.....	8
	8.2 ASSIGNMENT AND DELEGATION.....	9
	8.3 AUTHORIZATION WARRANTY	10
	8.4 INTENTIONALLY OMITTED.....	10
	8.5 COMPLIANCE WITH APPLICABLE LAW.....	10
	8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS.....	11
	8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM	11
	8.8 CONFLICT OF INTEREST	13
	8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST	13
	8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS	14
	8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT	14
	8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW.....	17
	8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	17
	8.14 COUNTY'S QUALITY ASSURANCE PLAN	17
	8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	18

TABLE OF CONTENTS

<u>SECTION</u>	TITLE	<u>PAGE</u>
8.16	EMPLOYMENT ELIGIBILITY VERIFICATION	18
8.17	FACSIMILE REPRESENTATIONS	19
8.18	FAIR LABOR STANDARDS.....	19
8.19	INTENTIONALLY OMITTED.....	19
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	19
8.21	INDEPENDENT CONTRACTOR STATUS	19
8.22	INDEMNIFICATION.....	20
8.23	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	20
8.24	INSURANCE COVERAGE	24
8.25	INTENTIONALLY OMITTED.....	25
8.26	INTENTIONALLY OMITTED.....	25
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	26
8.28	NONDISCRIMINATION IN SERVICES.....	27
8.29	STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.....	27
8.30	ACCESS TO COUNTY FACILITIES.....	28
8.31	COUNTY FACILITY OFFICE SPACE.....	28
8.32	NON EXCLUSIVITY.....	28
8.33	NOTICE OF DELAYS	28
8.34	NOTICE OF DISPUTES.....	28
8.35	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	29
8.36	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	29
8.37	NOTICES.....	29
8.38	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	29
8.39	PUBLIC RECORDS ACT	29
8.40	PUBLICITY	30
8.41	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	31
8.42	RECYCLED BOND PAPER.....	32
8.43	SUBCONTRACTING	32
8.44	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	33
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	33
8.46	INTENTIONALLY OMITTED.....	34

TABLE OF CONTENTS

<u>SECTION</u>	TITLE	<u>PAGE</u>
8.47	VALIDITY.....	34
8.48	WAIVER	34
8.49	INTENTIONALLY OMITTED.....	34
8.50	WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	34
8.51	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	34
8.52	TIME OFF FOR VOTING	35
8.53	COMPLIANCE WITH COUNTY’S ZERO TOLERANCE HUMAN TRAFFICKING..	35
9.0	UNIQUE TERMS AND CONDITIONS	35
9.1	CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE.....	35
SIGNATURES.....		37

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION**
- B CONTRACTOR'S ADMINISTRATION**
- C CONTRACTOR'S EEO CERTIFICATION**
- D JURY SERVICE ORDINANCE**
- E SAFELY SURRENDERED BABY LAW**
- F FINAL SERVICE PLAN (PLACEHOLDER)**
- G COUNTY JAIL FACILITIES**
- H APPLICATION FOR ACCESS TO CUSTODY FACILITIES**
- I1-IT CONTRACTOR'S ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**
- I2-IT CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**
- I3-IT CONTRACTOR'S NON_EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**
- J CHARITABLE CONTRIBUTIONS CERTIFICATION**
- K STATEMENT OF WORK**

**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
ALTERNATIVE PROGRAMS FOR ADULT OFFENDERS IN LOS
ANGELES COUNTY JAILS**

This Contract is made and entered into this ____ day of _____, 2017 by and between the County of Los Angeles (County) and _____, (Contractor) to provide Alternative Programs for Adult Offenders in Los Angeles County Jails.

RECITALS

Whereas, County, through the Los Angeles County Sheriff's Department (Department), desires to enter into this Contract for the provision of alternative jail program services in the County jails; and

Whereas, one mission of the Department is to create a culture and system of incarceration in the Department jail system that encourages short-term and life-long learning, and reduces recidivism by increasing the educational, civic, social, economic, life skills and engagement of inmate participants; and

Whereas, the Department does not employ qualified personnel to provide the desired alternative jail program services; and

Whereas, Contractor represents that it possesses the necessary skills, knowledge, and competence to provide alternative jail program services in the County jails; and

Whereas, this Contract is therefore authorized under California Codes, Government Code Section 31000 which authorizes the County Board of Supervisors to contract for special services; and

Whereas, the County Board of Supervisors has authorized the Sheriff or designee to execute and/or administer this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I1-IT, I2-IT, I3-IT, J, and K are attached to and form a part of this Contract. 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, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F - Final Service Plan
- 1.7 EXHIBIT G - County Jail Facilities
- 1.8 EXHIBIT H - Application for Access to Custody Facilities
- 1.9 EXHIBIT I1-IT - Contractor's Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.10 EXHIBIT I2-IT - Contractor's Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.11 EXHIBIT I3-IT - Contractor's Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.12 EXHIBIT J - Charitable Contributions Certification
- 1.13 EXHIBIT K - Statement of Work

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this

Contract shall be valid unless prepared pursuant to Paragraph 8.1, Amendments and Change Orders, and signed by both parties.

2.0 DEFINITIONS

The following terms and phrases shall have the following specific meaning when used in this Contract unless otherwise apparent from the context.

- 2.1 “Amendment” has the meaning set forth in Paragraph 8.1 (Amendments and Change Orders) of this Contract.
- 2.2 “Board” means the Los Angeles County Board of Supervisors.
- 2.3 “Business Day” means Monday through Friday, excluding County observed holidays.
- 2.4 “Change Order” has the meaning set forth in Paragraph 8.1 (Amendments and Change Orders) of this Contract.
- 2.5 “Contractor” has the meaning set forth in the preamble.
- 2.6 “Contractor Program Manager” has the meaning set forth in Paragraph 7.1 (Contractor’s Program Manager) of this Contract.
- 2.7 “County” has the meaning set forth in the preamble.
- 2.8 “County Program Director” has the meaning set forth in Paragraph 6.1 (County’s Program Director) of this Contract.
- 2.9 “County Program Manager” has the meaning set forth in Paragraph 6.2 (County’s Program Manager) of this Contract.
- 2.10 “Department” has the meaning set forth in the Recitals.
- 2.11 “Facilitator” has the meaning set forth in Paragraph 1.1 of Exhibit K (Statement of Work) of this Contract.
- 2.12 “Final Service Plan” has the meaning set forth in Exhibit F (Final Service Plan) of this Contract.
- 2.13 “Service” has the meaning set forth in Paragraph 1.1 of Exhibit K (Statement of Work) of this Contract.
- 2.14 “Sheriff” means the elected official who is the Sheriff of the County of Los Angeles.
- 2.15 “Statement of Work” or “SOW” means the Statement of Work, attached as Exhibit K (Statement of Work) to this Contract, together

with all attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.

- 2.16 “Work” means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor, which are required pursuant to this Contract, and all Exhibits, and any and all fully executed Amendments and Change Orders hereto.

3.0 WORK, SCOPE OF SERVICES

- 3.1 Contractor shall provide Service to inmates in County jails as required in this Contract, including Exhibit F (Final Service Plan) and Exhibit K (Statement of Work), at no cost to County.
- 3.2 Contractor shall fully and timely perform all Work under this Contract, including pursuant to any fully executed Change Order or Amendment, in accordance with the terms and conditions of this Contract.
- 3.3 Contractor acknowledges that, subject to Section 3.0 (Work, Scope of Services), all Work performed under this Contract, including pursuant to any fully executed Change Order or Amendment, shall be performed in accordance with the terms and conditions of this Contract.
- 3.4 Contractor shall provide the Service defined in Exhibit F (Final Service Plan) of this Contract to inmates incarcerated in one or more of the County jails listed in Exhibit G (County Jail Facilities) of this Contract.
- 3.5 Contractor shall provide all Services required herein at no cost to County. County will not and shall not provide funding to Contractor in exchange for the Services. All Facilitator and staff salaries and benefits, administrative costs, and all other costs associated with providing the Service shall be borne by Contractor and may be offset through outside funding (i.e. Average Daily Attendance reimbursement, independent grant funding, direct funding from Contractor).

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon approval by the Board and shall terminate June 30, 2019, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the term of this Contract for additional one-year option periods. Each such

extension option may be exercised at the sole discretion of the Sheriff in accordance with sub-paragraph 8.1.4 below.

- 4.3 The 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 the County will exercise a contract term extension option.
- 4.4 Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Program Manager.

5.0 TERMINATION

- 5.1 Except as otherwise provided in this Contract, either party may terminate this Contract by giving not less than thirty (30) calendar days advance written notice to the other party.
- 5.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of County Administration referenced in the following Paragraph is designated in Exhibit A. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Program Director

The County's Program Director, or designee, is the approving authority for all work.

6.2 County's Program Manager

The County's Program Manager is County's chief contact person with respect to the day-to-day administration of this Contract. The County's Program Manager is the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Program Manager

- 7.1.1 Contractor's Program Manager is designated in Exhibit B. The Contractor shall notify the County in writing of any

change in the name or address of the Contractor's Program Manager.

7.1.2 Contractor's Program Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Program Manager on a regular basis.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

7.4.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.3 Contractor shall notify the County within one Business Day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge

to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 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 the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 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 the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 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 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement", Exhibit I1-IT.
- 7.6.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit I2-IT.
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit I3-IT.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE ORDERS

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1 (Amendments and Change Orders). County reserves the right to change any portion of

the Work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 8.1.1 For any change which does not materially affect the scope of Work, period of performance, or any other term or condition included under this Contract, a Change Order shall be executed by the County Program Manager and Contractor Program Manager.
- 8.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. 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 this Contract shall be executed by Sheriff and Contractor.
- 8.1.3 For any change that materially affects the period of performance, or any other term or condition included under this Contract, an Amendment to this Contract shall be executed by the Board and Contractor.
- 8.1.4 Notwithstanding sub-paragraph 8.1.3 above, for (1) any option term extension of this Contract in accordance with Paragraph 4.2 of this Contract, (2) modifications pursuant to Paragraph 8.2 (Assignment and Delegation) of this Contract, and (3) any changes to Exhibit F (Final Service Plan) and/or Exhibit K (Statement of Work) of this Contract, including to add, delete, or modify Services, add or delete Facilitators, or add or delete County jail facilities, as required by the County in the Department's sole discretion, an Amendment to this Contract shall be executed by Sheriff and Contractor.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, 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, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.2 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(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 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 Contract which may result in the termination of this Contract. 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.

8.3 AUTHORIZATION WARRANTY

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

8.4 INTENTIONALLY OMITTED

8.5 COMPLIANCE WITH APPLICABLE LAW

- 8.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.5.2 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 8.5 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.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract 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. The County may also require, at any time during the Contract and at its sole discretion,

that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

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

8.8.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the 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 the 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 8.8 shall be a material breach of this Contract.

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 Contract.

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, 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 generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. 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. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the 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.
6. 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit E, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all

Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 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 immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.15.2 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.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 The 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 this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both 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 under this Contract.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 INTENTIONALLY OMITTED

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the 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 the County and the 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.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The 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 the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all 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 the Contractor pursuant to this Contract.

8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 – Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph 8.24 of this Contract. 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 Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.1 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 Contract.

- Renewal Certificates shall be provided to County not less than 10 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 Contract 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 the Contractor identified as the contracting party in this Contract. 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 the County's failure to obtain, nor the 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 the 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
Contract Compliance Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attn: 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 Subcontractors which arises from or relates to this Contract, and could

result in the filing of a claim or lawsuit against Contractor and/or County.

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

8.23.3 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) days in advance of cancellation for non-payment of premium and thirty (30) 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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.23.4 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 Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. 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.

8.23.5 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.

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, 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.

8.23.7 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 Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 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.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the 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.

8.23.10 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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

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

8.23.12 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.

8.23.13 Alternative Risk Financing Programs

The 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. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.23.14 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.

8.24 INSURANCE COVERAGE

8.24.1 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

8.24.2 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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 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) 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.

8.24.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) 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.

*****In addition to or in lieu of the above, other types of coverage may be required by the County depending on type of Service being provided. The actual amounts and types of insurance coverage required will be determined by the County based on the Service to be provided and will be set forth in this Paragraph 8.24.**

8.25 INTENTIONALLY OMITTED

8.26 INTENTIONALLY OMITTED

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 The 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, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: 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.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County

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

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole 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 or suspending this Contract.

8.28 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 8.28 (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.

8.29 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.

8.30 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 Program Manager, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Program Manager.

8.31 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 Program Manager, 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 Contract. 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.

8.32 NON EXCLUSIVITY

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

8.33 NOTICE OF DELAYS

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

8.34 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Program Manager and/or County Program Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Program Manager or County Program Director is not able to resolve the dispute, the Sheriff, or designee shall resolve it.

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The 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 No. 1015.

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.37 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A, County's Administration and Exhibit B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one 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.

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.41 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in

response to the Request for Statement of Interest (RFSI) used in the solicitation process for this Contract, become the exclusive property of the 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". The 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.

- 8.39.2 In the event the 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 an SOI marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.40 PUBLICITY

- 8.40.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Director. The County shall not unreasonably withhold written consent.

- 8.40.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.41.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.41.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash

payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.42 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.43 SUBCONTRACTING

8.43.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.43.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.43.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.43.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.43.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing

services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

- 8.43.6 The County's Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.43.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.43.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles Sheriff's Department
Contract Compliance Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attn: Contract Compliance Manager

before any subcontractor employee may perform any work hereunder.

8.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or

any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 INTENTIONALLY OMITTED

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 INTENTIONALLY OMITTED

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

8.50.1 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.

8.50.2 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 Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 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 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default

under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.53 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

8.53.1 Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

8.53.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under this Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.53.3 Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 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 Contractors to complete the Charitable Contributions Certification, Exhibit J, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A

Contractor which receives or raises 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).

**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
ALTERNATIVE PROGRAMS FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Sheriff of Los Angeles County, and Contractor has caused this Contract to be executed by its duly authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By _____
JIM McDONNELL, SHERIFF

Date _____

CONTRACTOR

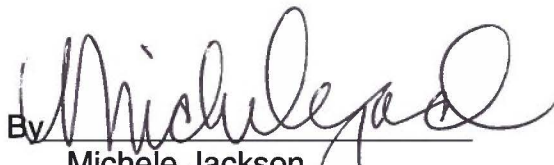
By _____

Printed Name _____

Title _____

Date _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By 
Michele Jackson
Principal Deputy County Counsel

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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).

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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).

Safely Surrendered



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

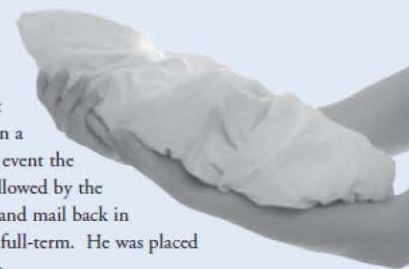
What is the Safely Surrendered Baby Law?

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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.



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.

Ley de Entrega de Bebés *Sin Peligro*



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 brazaletes y el padre/madre o el adulto que lo entregó recibirá un brazaletes 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 Angeles 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 brazaletes 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.



FINAL SERVICE PLAN

(PLACEHOLDER)

**ALTERNATIVE PROGRAMS FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

Century Regional Detention Facility

11705 South Alameda Street
Lynwood, California 90262

Men's Central Jail

441 Bauchet Street
Los Angeles, California 90012

Mira Loma Detention Center

45100 N. 60th Street
Lancaster, California 93536

North County Correctional Facility

29340 The Old Road
Castaic, California 91384

Pitchess Detention Center

East Facility
29310 The Old Road
Castaic, California 91384

Pitchess Detention Center

North Facility
29320 The Old Road
Castaic, California 91384

Pitchess Detention Center

South Facility
29330 The Old Road
Castaic, California 91384

Twin Towers Correctional Facility

450 Bauchet Street
Los Angeles, California 90012

Application Number (CSS Use Only)

Los Angeles County Sheriff's Department

Application for Access to Custody Facilities

Date Received (CSS Use Only)

All information provided on this application, including all attachments and supporting documents, will be reviewed and verified. A criminal background check will be conducted on all applicants. Failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied. Print legibly.

SECTION 01 – APPLICANT (TO BE COMPLETED BY ALL APPLICANTS)

Applicant's Last Name			First Name			Middle Name			Suffix		
Gender	Race	Date Of Birth	Hair Color	Eye Color	Height	Weight	Driver License or Identification Number	State	Social Security Number		
Applicant's Address							City		State	Zip Code	
Applicant's Phone Number			Alternate Phone Number			Email Address					
Applicant's Employer					Employee Title			Employee Number			
Employer's Address							City		State	Zip Code	
Employer's Phone Number			Alternate Phone Number			Email Address					
Emergency Contact's Last Name				First Name			Middle Name			Relationship to Applicant	
Emergency Contact's Address							City		State	Zip Code	
Emergency Contact's Phone Number			Alternate Phone Number			Email Address					

ANSWER EACH QUESTION

- Have you ever used another name, nickname, moniker, or maiden name? No Yes (If yes, provide additional details below)
- Have you ever used another date of birth? No Yes (If yes, provide additional details below)
- Have you ever used another social security number or other identifying number? No Yes (If yes, provide additional details below)
- Have you ever served in the military? No Yes (If yes, provide additional details below)
- Have you ever been a member of a criminal organization or street gang? No Yes (If yes, provide additional details below)
- Have you ever been acquainted with a member of a criminal organization or street gang? No Yes (If yes, provide additional details below)
- Have you ever been arrested? No Yes (If yes, provide additional details below)
- Have you ever been convicted of a misdemeanor or a felony? No Yes (If yes, provide additional details below)
- Do you have a friend or relative who is currently incarcerated? No Yes (If yes, provide additional details below)
- Have you ever previously applied for or been denied access to a custody facility? No Yes (If yes, provide additional details below)

PROVIDE ADDITIONAL DETAILS AS INDICATED

I request the specified access and certify, under penalty of perjury, that the information provided by me in this application, including all attachments and supporting documents, is accurate, complete and true. I understand that failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied.

Applicant's Signature

Date

Application Number (CSS Use Only)

Los Angeles County Sheriff's Department

Application for Access to Custody Facilities

Date Received (CSS Use Only)

All information provided on this application, including all attachments and supporting documents, will be reviewed and verified. A criminal background check will be conducted on all applicants. Failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied. Print legibly.

SECTION 02 – ACCESS REQUEST (TO BE COMPLETED BY REQUESTING UNIT OR ORGANIZATION AND SHERIFF'S DEPARTMENT UNIT OPERATIONS SUPERVISOR FOR ALL APPLICANTS)

Applicant's Last Name		First Name	Middle Name	Suffix
Unit or Organization Requesting Access				
Reason For Request				
Unit or Organization Representative's Last Name		First Name	Relationship to Applicant	
Representative's Address			City	State Zip Code
Representative's Phone Number	Alternate Phone Number	Email Address		

I request the specified access and certify, under penalty of perjury, that the information provided by me in this application, including all attachments and supporting documents, is accurate, complete and true. I understand that failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied.

Unit or Organization Representative's Signature _____ Date _____

Sheriff's Department Unit Operations Supervisor's Last Name		First Name	Rank
Supervisor's Phone Number	Alternate Phone Number	Email Address	

CHECK ALL THAT APPLY

- All Facilities
- All PDC
- MCJ
- NCCF
- IRC
- North
- TTCF
- South
- Jail Ward
- East
- CRDF
- Mira Loma

CHECK ALL THAT APPLY

- Visiting
- Grounds
- Escort
- Non-Escort
- Employee
- Other: _____

SELECT ONE

- 1 Day
- 2 Days
- 1 Month
- 6 Months
- 1 Year
- Other: _____

SELECT ONE

- DMH
- Program
- Tour
- Vendor
- Volunteer
- Other: _____

SELECT ONE

- Routine
- Expedite
- Emergency
- Other: _____

SPECIFY Date Required: _____

I request the specified access and certify, under penalty of perjury, that the information provided by me in this application, including all attachments and supporting documents, is accurate, complete and true. I understand that failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied.

Sheriff's Department Unit Operations Supervisor's Signature _____ Date _____

REVIEW AND DISPOSITION (CSS USE ONLY)

- Photocopy of DL /ID Received
- Fingerprints Submitted
- CII Number: _____
- Level 1
- Level 2
- Level 3
- Other: _____
- Approved
- Denied
- Comments: _____

CSS Reviewer's Signature _____ Date _____

CSS Supervisor's Signature _____ Date _____

Chief's Signature _____ Date _____

CSS Unit Commander's Signature _____ Date _____

Chief's Signature _____ Date _____

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(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.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff 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 Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form approved by the County at its sole discretion.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(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.)

Contractor Name _____ Contract 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, Confidentiality, and Copyright Assignment 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.

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.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form approved by the County in its sole discretion.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

(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.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The 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, Confidentiality, and Copyright Assignment 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, 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 the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT

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 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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form approved by the County in its sole discretion.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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: _____

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.

- Vendor or 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 Vendor 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

- Vendor 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)

STATEMENT OF WORK

ALTERNATIVE PROGRAMS FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

STATEMENT OF WORK
ALTERNATIVE PROGRAMS FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 GENERAL SCOPE OF SERVICES	1
2.0 SERVICE, GENERAL	1
3.0 CONTRACTOR'S RESPONSIBILITIES	3
4.0 CONTRACTOR'S PERSONNEL REQUIREMENTS	4
5.0 PROHIBITION AGAINST FRATERNIZING	5
6.0 DAYS AND HOURS OF OPERATION	5
7.0 COUNTY SUPPLIED OFFICE SPACE, EQUIPMENT, SUPPLIES, AND NECESSARY RESOURCES	6
8.0 QUARTERLY STATUS REPORT	6
9.0 QUALITY CONTROL	6

STATEMENT OF WORK

ALTERNATIVE PROGRAMS FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

This Statement of Work ("SOW") defines the duties and responsibilities of Contractor to provide Alternative Programs for Adult Offenders in Los Angeles County jails.

1.0 GENERAL SCOPE OF SERVICES

- 1.1 Contractor shall provide, at no cost to County, one or more alternative jail programs/services ("Service" or "Services") to adult offenders ("inmates") housed in County jail facilities. The Service may include, but not be limited to: literacy education, vocational training, job readiness services, re-entry counseling services, substance abuse counseling, legal education, parenting and life skills instruction, fitness training, and art/music therapy to inmates in County jails. The program may include an online instructional model if appropriate. Such Service shall be facilitated by qualified instructors or personnel ("Facilitators"), as determined by the County, and shall be subject to approval by the Department. Contractor shall identify adequate funding source(s) for the Service. Contractor shall have no expectation of any future payment by County for the Service.
- 1.2 Contractor shall provide administration of the Service, which may include conducting inmate assessments, and providing case management services, post-release tracking, and/or post-release job placement for inmates incarcerated in County jail facilities, if applicable.
- 1.3 The Department reserves the exclusive right to (1) add, delete, or modify Services, (2) add or delete the number of Facilitators, and/or (3) add or delete County jail facilities during the term of the Contract.
- 1.4 This is a non-exclusive arrangement. Nothing herein is intended to create, nor shall be construed as creating, any exclusive arrangement with Contractor. This Contract shall not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.
- 1.5 The County reserves the exclusive right to terminate the Service for convenience at any time, pursuant to Section 4.0 (Term of Contract) of the Contract, subject to the changing needs and priorities of the Department.

2.0 SERVICE, GENERAL

- 2.1 Contractor shall deliver Service in accordance with Exhibit F (Final Service Plan) of the Contract. Contractor provides its Service(s) at the will of the Department. Contractor shall provide its Service(s) at no cost to the County. It is Contractor's sole and exclusive obligation to adequately fund the Service.

- 2.1.1 County shall not provide funding to Contractor in exchange for the Services. All Contractor Facilitator and personnel salaries and benefits, administrative costs, and all other costs associated with providing the Services shall be borne by Contractor and may be offset through outside funding (i.e. Average Daily Attendance reimbursement, independent grant funding, private funding, or direct funding from Contractor, etc.).
- 2.1.2 Funding secured by Contractor for the specific purpose of the Service shall not change the terms and conditions of the Contract.
- 2.2 Contractor shall provide the Service to inmate participants at the County's jail facilities listed on Exhibit G (County Jail Facilities) of the Contract, over the time period designated by County, and agreed upon by both parties pursuant to Section 4.0 (Term of Contract) of the Contract.
- 2.2.1 Contractor shall ensure all Facilitators are certified or otherwise qualified via experience to deliver the Service, as determined by the Department.
- 2.3 Contractor shall supply all necessary handouts, literature, and/or other materials necessary for the provision of the Service. Literature distributed to the inmates for their use must be unbound or bound only by glue (no staples, paper clips, or metal binders are acceptable).
- 2.4 Contractor shall receive prior approval from the County Program Manager for any and all materials used in Contractor's Service, which are to be given to inmates prior to distribution.
- 2.5 Exclusions
- 2.5.1 Contractor, Contractor's principals, and/or Contractor's staff shall not dispense legal advice or provide direct legal representation to inmates under the Contract.
- 2.5.2 Contractor, Contractor's principals, and/or Contractor's staff shall not deliver free commodities of any kind, including IT services, products, or programs of any kind.
- 2.5.3 County will not provide data to Contractor, nor conduct any research services, including recidivism studies as part of Contractor's service or program.
- 2.6 Violation of Paragraph 2.5 shall be cause for immediate termination of the Contract.

3.0 CONTRACTOR'S RESPONSIBILITIES

- 3.1 Contractor's personnel shall comply with current Department custody facility entry requirements prior to entrance into a County jail facility, which may include the exchange of a government-issued identification card for a custody facility pass. Passes shall be displayed at all times.
- 3.1.1 Contractor shall ensure that incidents of lost or stolen passes are immediately reported by Contractor's personnel to the Contractor Program Manager and the Department's on-duty Watch Commander.
- 3.1.2 Additionally, the Contractor Program Manager shall provide telephonic or in-person notification to County Program Manager, of any lost or stolen pass as soon as feasible. Telephone or in-person notification shall be followed within twenty-four (24) hours via confirming email to County Program Manager specifying the personnel involved and articulating the factual circumstances associated with the loss or theft.
- 3.1.3 Contractor's personnel shall be responsible for returning any issued custody facility pass to appropriate facility personnel, prior to leaving the concerned custody facility.
- 3.1.4 Contractor will notify County Program Manager of any inmate and/or individual who negatively interferes with the Service. Any resolution regarding any issue in this regard remains at the sole discretion of the County.
- 3.2 All Contractor employees performing services under the Contract shall sign and adhere to the terms and conditions specified in Exhibit I2-IT (Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement) of the Contract. All Contractor non-employees performing services under the Contract shall sign and adhere to the terms and conditions specified in Exhibit I3-IT (Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement) of the Contract.
- 3.3 Contractor and all Contractor staff performing services under the Contract shall acknowledge and adhere to all County and Department policies, procedures, and regulations while performing work. County Program Manager or designee will provide County and Department policies, procedures, and regulations to Contractor during custody orientation.
- 3.4 Contractor shall ensure that all Contractor personnel attend a four (4) hour jail orientation class, conducted by the Department, to be completed prior to performing services under this Contract.

4.0 CONTRACTOR'S PERSONNEL REQUIREMENTS

- 4.1 Contractor understands and agrees that all personnel delivering Services on behalf of Contractor shall be Contractor's sole responsibility. All Contractor personnel shall rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of the personnel's performance of Services. Contractor shall submit, annually, all personnel payroll records to County Program Manager.
- 4.2. Contractor shall endeavor to assure continuity of all personnel performing Services during the term of the Contract. In the event Contractor should desire to remove any personnel performing Services under the Contract, Contractor shall provide County with notice at least fifteen (15) calendar days in advance of such removal, except in circumstances in which such notice is not feasible (i.e. removal for cause or egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure Service continuity.
- 4.3 Contractor shall promptly fill any vacancy in Contractor personnel with individuals meeting the qualifications required to maintain the Service.
- 4.4 All personnel employed by Contractor to perform Services shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States and the State of California.
- 4.5 All personnel employed by Contractor to perform Services shall be paid in accordance with the policies, rules, and regulations of Contractor applicable to such employment.
- 4.6 The employment conditions and rules related to Contractor's personnel shall be maintained in accordance with the professional standards maintained by Contractor, if applicable, or such standards and personnel procedures as may be specifically determined upon mutual agreement of the parties as dictated by the particular conditions existing at County jail facilities.
- 4.7 Contractor Personnel Roster
- 4.7.1 Contractor shall submit to County Program Manager a current personnel roster, including all Contractor personnel that are required to enter County jail facilities to perform Services under the Contract. The roster shall be kept current and updated by Contractor as required. All personnel on the roster shall possess photo identification, and shall meet County's requirements for admission into County jail facilities.
- 4.7.2 Contractor shall notify County Program Manager regarding any personnel discharge, or termination of employment, in order that they may be removed from the County jail facility access roster. Contractor notifications to County Program Manager regarding any such action shall be submitted verbally within 24 hours, followed by written notification.

4.7.3 Contractor shall provide written notification to County Program Manager no less than seventy-two (72) hours in advance of its intent to bring visitor(s) to County jail facilities. All visitors shall complete Exhibit H (Application for Access to Custody Facilities) of the Contract, unless otherwise excused in writing by County Program Manager.

4.7.4 Violation of the above procedures may result in loss of Contractor personnel security clearance to enter County jail facilities.

4.8 Custody Ethical Conduct Training

4.8.1 All Contractor personnel shall attend no less than two (2) hours of Contractor-provided ethical conduct training prior to Contractor providing services under this Contract. Such training program shall be pre-approved, in writing, by the County Program Manager. The ethical conduct training is intended to raise Contractor's personnel awareness of the common temptations associated with working an assignment of special trust, such as inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting.

4.8.2 Contractor may seek to partner with an outside organization to meet the two (2) hour ethical conduct training requirement; however, the training provider and program shall be pre-approved, in writing, by the County Program Manager. Contractor shall bear all costs associated with providing the aforementioned two (2) hour ethical conduct training as described in this Paragraph 4.8 (Custody Ethical Conduct Training).

4.8.3 Contractor shall maintain ethical conduct training class rosters and all personnel training completion certificates as evidence of personnel attendance at training. Copies shall be provided to County Program Manager for those personnel who have attended ethical conduct training.

5.0 **PROHIBITION AGAINST FRATERNIZING**

Contractor and its personnel performing services shall not fraternize with inmates and/or detainees held in County jail facilities. Fraternization warrants immediate expulsion from the facility and may be cause for termination of the Contract.

6.0 **DAYS AND HOURS OF OPERATION**

Considering that the Service setting is in a custody environment, Contractor's Facilitators and/or other personnel may encounter "lock downs" or other circumstances preventing Facilitators from providing Services. Should a "lock down" or other similar circumstance prevent Contractor's Facilitators from providing Services, Facilitators may prepare for the next day's curriculum or similar work while inside the County jail facility.

7.0 COUNTY SUPPLIED OFFICE SPACE, EQUIPMENT, SUPPLIES, AND NECESSARY RESOURCES

7.1 County shall provide the following to Contractor for use during the term of the Contract including, but not limited to:

7.1.1 Appropriate facility access and facility space to implement the Service(s);

7.1.2 Equipment which is necessary and agreed upon by Contractor and County Program Manager or designee, to implement the Service(s), such as, but not limited to:

- Photocopiers
- Telephones
- Desk
- Computers
- Printers
- Scanner/fax machine
- Books and other classroom materials
- Pens, pencils, erasers, and paper

7.1.3 Limited access to television, digital media players, and other technologies as agreed upon by Contractor and County Program Manager or designee, to provide the Service(s).

7.2 Upon expiration, termination, or cancellation of this Contract, Contractor shall return all County equipment in its original condition, less normal wear. Missing or damaged equipment shall be replaced and/or repaired by Contractor.

7.3 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.

8.0 QUARTERLY STATUS REPORT

Contractor shall provide to County Program Manager a written quarterly status report of the progress of the Service(s), and any other information County Program Manager may from time to time reasonably request. The report shall include a daily roster of inmate enrollment in Contractor Service(s). The report due date will be provided to Contractor by County Program Manager.

9.0 QUALITY CONTROL

9.1 Contractor shall provide a copy of the Contractor's Quality Control Plan to the County Program Manager to assure County a consistently high level of service throughout the term of the Contract that meets or exceeds all Service goals as defined in this SOW, including policies and procedures for all Contractor personnel.

- 9.2 The Contractor's Quality Control Plan shall be submitted to County Program Manager for review within ten (10) Business Days of the effective date of the Contract. In the event that requirements and/or policies and procedures change during the term of the Contract, Contractor shall update the Quality Control Plan, and submit such updated plan to County Program Manager within ten (10) Business Days of notification.