County of Los Angeles
**CHIEF EXECUTIVE OFFICE**
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

March 3, 2009

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

Dear Supervisors:

**APPROVAL OF A CONTRACT FOR CONSULTING SERVICES FOR LOS ANGELES COUNTY'S JAIL OVERCROWDING REDUCTION PROJECT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Chief Executive Office requests that your Board approve a contract with Vera Institute of Justice to provide consulting services for Los Angeles County's Jail Overcrowding Reduction Project.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached contract with Vera Institute of Justice (Vera) for the provision of consulting services related to the Chief Executive Office/Countywide Criminal Justice Coordination Committee (CEO/CCJCC) Jail Overcrowding Reduction Project in the County of Los Angeles. The contract term is for two years effective upon Board approval. Also there is a provision for an extension of one year upon approval of both parties. The maximum contract costs for the two years and the optional year shall not exceed $500,000. Sufficient funding is contained in the FY 2008-09 budget to cover the cost of this contract.

2. Instruct the Chair of the Board of Supervisors to execute the attached contract.

3. Delegate authority to the Chief Executive Officer to execute modifications to the contract to extend the term for up to one additional 12-month period.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Los Angeles County operates the largest jail system in the United States. In 2007, 170,734 individuals were booked into the Los Angeles County jail system. On any given day, the jail system is responsible for the care, custody, security, transfer, and rehabilitation of approximately 20,000 sentenced and pre-trial inmates. A recent report forecasts that the County jail population will reach 29,000 within the next ten years.

Crowding conditions at the jails have led to a host of issues, including a federally imposed population cap and the Sheriff Department's adoption of early release policies. Jail overcrowding also presents increased security risks for Sheriff Department personnel and inmates, limits the amount of rehabilitative services that can be offered to inmates, and contributes to the overall ineffective and inefficient use of resources.

Jail overcrowding, however, is not simply a jail problem; it is a result of a myriad of factors within the local criminal justice system. Any comprehensive effort to reduce the jail population, therefore, must address jail overcrowding from a system-wide perspective.

To that end, the CEO, in coordination with the CCJCC, has launched a multi-agency project aimed at reducing the jail population in Los Angeles County. To conduct the project, CCJCC has established a Jail Overcrowding Subcommittee, which includes executive-level representatives from the Alternate Public Defender's Office, Chief Executive Office, CCJCC Office, County Prosecutors Association, District Attorney's Office, Information System Advisory Body, Los Angeles County Police Chief's Association, Los Angeles Police Department, Probation Department, Public Defender's Office, Sheriff's Department and the Superior Court.

The CCJCC Jail Overcrowding Subcommittee was formed in May 2008 and is chaired by the Deputy CEO – Public Safety. The subcommittee is tasked with identifying and implementing options, programs and other recommendations to help alleviate overcrowding in the County jail system.

The complexity of the issue, however, indicates the need for expert consultants to work with the subcommittee on this effort. Vera was selected through a Request for Proposals (RFP) process to serve as the project consultant. In that role, Vera will conduct a full systems analysis to help identify inefficiencies that contribute to jail overcrowding. Vera will then work with the CCJCC Jail Overcrowding Subcommittee to develop and implement strategies to address those inefficiencies and alleviate jail overcrowding.

Implementation of Strategic Plan Goals

The recommended Board action is consistent with the Countywide Strategic Plan. Specifically, the recommended actions promote Goal No. 3, Organizational Effectiveness, as it ensures that service delivery systems are efficient, effective and goal-oriented; Goal No. 4, Fiscal Responsibility, as it promotes the efficient use of resources; and Goal No. 8, Public Safety, as it increases the safety and security of all residents in Los Angeles County though well-coordinated and comprehensive response plans.

## FISCAL IMPACT/FINANCING

The additional $500,000 for the Vera contract is a one-time funding need. However, it is projected that the findings and recommendations resulting from this contract will contribute to significant ongoing savings by increasing efficiencies in the justice system that reduce court delays and alleviate jail overcrowding. Sufficient funding to cover this contract is contained in the Fiscal Year 2008-09 budget.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract with Vera – a nationally renowned non-profit organization with demonstrated expertise addressing jail overcrowding and other criminal justice issues – is for a two-year term and a contract sum not to exceed $500,000. The services will be provided by the consultant in coordination with CCJCC Jail Overcrowding Subcommittee.

The Jail Overcrowding Reduction Project aims to identify and respond to inefficiencies in the criminal justice system and implement strategies to more effectively and economically utilize jail capacity. Recommendations developed by the consultant over the course of the proposed project will aim at utilizing jail resources more effectively and correcting inefficiencies that lead to jail overcrowding. With a focus on improving the process by which individuals flow through the entire criminal justice system from arrest to incarceration, Vera will formulate strategies that may allow many County and non-County agencies to manage their fiscal, personnel and operational resources more efficiently. This project, therefore, is expected to result in significant long-term cost savings to the County.

The analysis conducted for this project will focus on the potential impact any recommendation will have on the jail population and the criminal justice system overall. Designed as a system-wide approach, the project will include examination of data, policies and processes within local law enforcement, the Public Defender's Office, Alternate Public Defender's Office, District Attorney's Office, the Court system, Sheriff's

Department, and Probation. Each of these agencies could realize cost savings through more efficient utilization of their resources as a result of this analysis.

As outlined in the RFP Statement of Work, Vera will be responsible for conducting a thorough and system-wide analysis of the processes and policies that affect jail overcrowding in Los Angeles County, identifying systems problems and inefficiencies within the Los Angeles criminal justice system that contribute to jail overcrowding, and developing system-wide strategies and responses to remediate those inefficiencies. As specified in the Statement of Work, Vera will:

- Create a data collection and systems analysis plan;
- Collect data relevant to jail admissions, length of stay and other related factors from all criminal justice partners;
- Conduct data and systems analysis to identify system problems and inefficiencies that contribute to jail overcrowding;
- Provide assistance and consultation as needed to the CCJCC Subcommittee on concurrent efforts to address jail overcrowding;
- Develop recommendations for potential strategies to remediate identified problems and inefficiencies;
- Create an implementation plan(s) for selected strategies; and
- Provide technical assistance as needed and identified by the CCJCC Subcommittee.

This Board letter and contract were reviewed by County Counsel, and the contract was approved as to form.

## CONTRACTING PROCESS

Proposals for this contract were solicited via the RFP process. The RFP was developed by CCJCC and CEO staff, and the Statement of Work was reviewed by the Jail Overcrowding Subcommittee prior to the RFP's release. Upon its release, the RFP was posted on the Los Angeles County website's business portal.

Six proposals were received in response to the RFP. All of the responders met the minimum requirements and demonstrated the required experience to conduct this project. All proposals scored equally on the cost proposal. The business proposals were objectively and independently evaluated by the CEO and CCJCC staff that comprised the selection committee. The selection committee subsequently met, and based on the strengths and weaknesses of critical categories to the services to be provided, agreed that Vera submitted the strongest proposal for the system analysis and strategy development Los Angeles County requires.

Vera is a nationally renowned non-profit organization with demonstrated experience in addressing significant criminal justice issues, including jail overcrowding. Vera brings an objective view to the County's justice system and can provide information on best practices from other jurisdictions. For example, Vera has assisted New York City government and criminal justice leaders over the course of four decades to address issues within their criminal justice/jail system. Most recently Vera worked with New York City to develop strategies for managing its jail population. New York City implemented many of Vera's recommendations, and the jail population dropped from over 21,000 in 1991 to under 14,000 by 2003.

The Los Angeles County Jail Overcrowding Project will be led by Vera's Center on Sentencing and Corrections (CSC). The CSC provides support to government officials and criminal justice professionals charged with addressing their jurisdiction's sentencing and corrections policy. Using empirical data and evidence-based practices, Vera is able to identify emerging trends and issues in the field and help stakeholders develop cost-effective strategies for protecting public safety.

## IMPACT ON CURRENT SERVICES

Approval of the recommended actions will assist Los Angeles County's ongoing efforts to improve the efficiency of criminal justice system processes and, thereby, alleviate jail overcrowding. Success in this effort will increase efficiencies, promote cost savings, and enhance public safety.

## CONCLUSION

The Chief Executive Officer requests that the Executive Officer of the Board of Supervisors forward copies of the executed contract to the following:

1. Chief Executive Office
   500 West Temple Street, Room 754
   Los Angeles, California 90012
   Attn: R. Doyle Campbell, Deputy CEO

2. Countywide Criminal Justice Coordination Committee
   500 West Temple Street, Room 520
   Los Angeles, California 90012
   Attn: Mark Delgado, Executive Director

3. Vera Institute of Justice
   Center on Sentencing and Corrections
   233 Broadway, 12th Floor
   New York, NY 10279
   Attn: Alison Shames

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:RDC
JW:cc

Attachment

c: Sachi Hamai, Executive Officer, Board of Supervisors
   Ray Fortner, County Counsel
   Mark Delgado, Executive Director, CCJCC

# CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

VERA INSTITUTE OF JUSTICE

FOR

PROVISION OF CONSULTING SERVICES FOR A JAIL OVERCROWDING REDUCTION PROJECT

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**CONTRACT BETWEEN**
**COUNTY OF LOS ANGELES**
**AND**
**VERA INSTITUTE OF JUSTICE**

**TO PROVIDE CONSULTING SERVICES FOR A JAIL OVERCROWDING REDUCTION PROJECT**

This Contract and Exhibits made and entered into this 3RD day of MARCH, 2009 by and between the County of Los Angeles, hereinafter referred to as County, and Vera Institute of Justice, hereinafter referred to as Contractor. Vera Institute of Justice is located at 233 Broadway, 12th Floor, New York, NY 10279-1299.

**RECITALS**

**WHEREAS**, the County may contract with private businesses for Consulting Services related to a Jail Overcrowding Reduction Project when certain requirements are met; and

**WHEREAS**, the Contractor is a private firm specializing in providing Consulting Services; and

**WHEREAS**, Contractor is duly qualified to engage in the business of providing Consulting Services to Conduct a Jail Overcrowding Study warrants that it possesses the competence, required licenses, expertise and personnel necessary to provide such services; and

**WHEREAS**, Contractor has submitted a proposal to the County for provision of such services based upon competitive negotiation Contractor has been selected for recommendation by the Chief Executive Officer for award of such contract.

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, D, E, F, G, H, I, N and O 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 – Statement of Work

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1.2 EXHIBIT B – Summary Budget and Pricing Schedule
1.3 EXHIBIT C – Intentionally Omitted
1.4 EXHIBIT D – Contractor's EEO Certification
1.5 EXHIBIT E – County's Administration
1.6 EXHIBIT F – Contractor's Administration
1.7 EXHIBIT G – Forms Required at the Time of Contract Execution
1.8 EXHIBIT H – Jury Service Ordinance
1.9 EXHIBIT I – Safely Surrendered Baby Law

**Unique Exhibits**
1.10 EXHIBIT J – Intentionally Omitted
1.11 EXHIBIT K – Intentionally Omitted
1.12 EXHIBIT L – Intentionally Omitted
1.13 EXHIBIT M – Intentionally Omitted

***Health Insurance Portability & Accountability Act (HIPAA) Agreement***
1.14 EXHIBIT N – Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

***SB 1262 - Nonprofit Integrity Act of 2004***
1.15 EXHIBIT 0 - Charitable Contributions Certification

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 sub-paragraph 8.1, Amendments, and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1** **CONTRACT**: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

**2.2** **CONTRACTOR**: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work cover by the Statement of Work.

2.3 **CONTRACTOR Project Director**: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **COUNTY Project Director**: Person responsible for overall supervision of contract operations and activities.

2.5 **COUNTY Project Manager**: Person responsible for the daily management of contract operations and monitoring of all tasks, deliverable, goods, services and other work provided by Contractor.

2.6 **COUNTY Contract Monitor**: Person designated by County with authority for County on contractual or administrative matters relating to this Contract.

2.7 **CCJCC Jail Overcrowding Subcommittee**: Subcommittee defined in the *Statement of Work, 1.0 Background.*

2.8 **Day(s)**: Calendar day (s) unless otherwise specified.

2.9 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in *Exhibit A, Statement of Work.*

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

## 4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be two (2) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The Contractor shall notify the Chief Executive Office when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send

written notification to the Chief Executive Office at the address herein provided in *Exhibit E, County's Administration.*

## 5.0 CONTRACT SUM

**5.1 Payment Pursuant to Summary Budget and Pricing Schedule**
The County shall pay the Contractor as set forth in the Summary Budget for all services covered under this Contract as shown as Exhibit B, Summary Budget and Pricing Schedule. The maximum amount allowable under this contract is $500,000.

**5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or 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, shall occur only with the County's express prior written approval.

**5.3** The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Executive Office at the address herein provided in *Exhibit E, County's Administration.*

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

**5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A, Statement of Work,* and elsewhere hereunder. The

Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B, Summary Budget and Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B, Summary Budget and Pricing Schedule.*

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Kenna Ackley, Principal Staff Analyst**
**CCJCC**
**500 W. Temple St., Room 520**
**Los Angeles, CA 90012**

5.5.6 *County Approval of Invoices.* All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 *Local Small Business Enterprises – Prompt Payment Program (if applicable).* Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 6.0 ADMINISTRATION OF CONTRACT – COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in *Exhibit E, County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

**6.1 COUNTY Project Director:**

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing overall direction and oversight to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

**6.2 COUNTY Project Manager:**

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Director and staff on a regular basis; and
- overseeing any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

**6.3 COUNTY Contract Monitor:**

Person designated by County with authority for County on contractual or administrative matters relating to this Contract.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

### 7.1 Contractor's Project Director

7.1.1 The Contractor's Project Director is designated in *Exhibit F, Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

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

7.1.3 The Contractor's Project Director must have a minimum of three (3) years of experience within the last five (5) years providing consulting and technical assistance services to government and/or non-profit agencies on issues related to the criminal justice system

and the analysis of jail overcrowding and its causes. The resume must include specific dates that demonstrate that experience.

**7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

**7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

**7.4 Background and Security Investigations**

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation

7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of the Contractor's staff pursuant to this sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**7.5 Confidentiality**

7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 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 sub-contractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 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 make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 The Contractor shall inform all of its officers, employees, agents and sub-contractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 The Contractor shall sign and adhere to the provisions of the *Contractor Acknowledgement and Confidentiality Agreement (Exhibit G1).*

7.5.5 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the *Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit G2).*

7.5.6 The 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 and Confidentiality Agreement (Exhibit G3).*

## 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Chief Executive Officer.

8.1.2 The County's Board of Supervisors or 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. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Executive Officer.

### 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 Budget Reductions**

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

**8.5 Complaints**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within 15 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

**8.6 Compliance with Applicable Law**

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 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 sub-contractors, 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 8.6 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 8.7 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 D, Contractor's EEO Certification.*

## 8.8 Compliance with the County's Jury Service Program

8.8.1 *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 H* and incorporated by reference into and made a part of this Contract.

8.8.2 *Written Employee Jury Service Policy*

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 the 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 the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this sub-paragraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the 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 the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph 8.8 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 the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**8.9 Conflict of Interest**

8.9.1 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.

8.9.2 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 sub-paragraph shall be a material breach of this Contract.

**8.10 Consideration of Hiring County Employees Targeted for Layoff/On 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.

**8.11 Consideration of Hiring GAIN/GROW Program Participants**

8.11.1 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.

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

## 8.12 Contractor Responsibility and Debarment

8.12.1 *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.

8.12.2 *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 the 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.

8.12.3 *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.

8.12.4 *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.

8.12.5 *Sub-Contractors of Contractor*
These terms shall also apply to Sub-Contractors of County Contractors.

**8.13 Contractor's Acknowledgement of County's Commitment to the 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 a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

**8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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.

8.14.2 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).

**8.15 County's Quality Assurance Plan**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report 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.

**8.16 Damage to County Facilities, Buildings or Grounds**

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

8.16.2 If the 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 the Contractor by cash payment upon demand.

**8.17 Employment Eligibility Verification**

8.17.1 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.

8.17.2 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.

**8.18 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 sub-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.

**8.19 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.

**8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform

must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

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

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

**8.21 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.

**8.22 Independent Contractor Status**

8.22.1 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.

8.22.2 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.

8.22.3 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.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5, Confidentiality.

**8.23 Indemnification**

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

**8.24 General Insurance Requirements**

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Sub-Contractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 *Evidence of Insurance*:
Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

**Kenna Ackley, Principal Staff Analyst**
**CCJCC**
**500 W. Temple St., Room 520**
**Los Angeles, CA 90012**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured's for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 *Insurer Financial Ratings*: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by the County.

8.24.3 *Failure to Maintain Coverage*: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 *Notification of Incidents, Claims or Suits Contractor shall report to the County*:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 *Compensation for County Costs*: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 *Insurance Coverage Requirements for Sub-Contractors*:
The Contractor shall ensure any and all Sub-Contractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Sub-Contractors, or
- The Contractor providing evidence submitted by Sub-Contractors evidencing that Sub-Contractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Sub-Contractor insurance coverage at any time.

**8.25 Insurance Coverage Requirements**

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.25.2 Automobile Liability written on ISO policy form CA 00 0 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees

will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

| | |
|---|---|
| Each Accident: | $1 million |
| Disease – policy limit: | $1 million |
| Disease – each employee: | $1 million |

8.25.4 Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. Such coverage shall be continued for two years beyond the expiration of the Agreement, or the policy shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

**8.26 Liquidated Damages**

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

8.26.2 If the Chief Executive Officer, or his designee, determines that there are deficiencies in the performance of this contract that the Chief Executive Officer, or his designee, deems are correctable by the Contractor over a certain time span, the Chief Executive Officer, or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may:

A. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

B. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual

damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

**8.27 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

**8.28 Nondiscrimination and Affirmative Action**

8.28.1 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.

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D, Contractor's EEO Certification.*

8.28.3 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.

8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, 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.

8.28.5 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.

8.28.6 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 sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this subparagraph 8.28 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 Practices 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 antidiscrimination provisions of this Contract.

8.28.8 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.

**8.29 Non Exclusivity**

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

**8.30 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.

**8.31 Notice of Disputes**

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

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each Sub-Contractor 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.

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in

Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

**8.34 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 E, County's Administration,* and *Exhibit F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Executive Officer shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.35 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.

**8.36 Public Records Act**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38, 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 Proposals (RFP) 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.

8.36.2 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 a proposal 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.

**8.37 Publicity**

8.37.1 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 Project Director. The County shall not unreasonably withhold written consent.

8.37.2 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 subparagraph 8.37 shall apply.

**8.38 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.

8.38.1 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. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 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 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.

**8.39 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.

## 8.40 Subcontracting

8.40.1 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.

8.40.2 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 Sub-Contractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

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

8.40.4 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.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor.

The Contractor shall ensure delivery of all such documents to:

**Kenna Ackley, Principal Staff Analyst**
**CCJCC**
**500 W. Temple St., Room 520**
**Los Angeles, CA 90012**

before any Sub-Contractor employee may perform any work hereunder.

**8.41 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 sub-paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

**8.43 Termination for Default**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused

by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42, Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.44 Termination for Improper Consideration**

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

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

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

**8.45 Termination for Insolvency**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor: The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 Termination for Non-Adherence With 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.

**8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this

Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

### 8.48 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.

### 8.49 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 subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### 8.50 Warranty Against Contingent Fees

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

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

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 Intentionally Omitted

### 9.2 Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

If the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit N* in order to provide those services, the County and the Contractor, therefore agree to the terms of *Exhibit N, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

**9.3 Local Small Business Enterprise (SBE) Preference Program**

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

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

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

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

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a

change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

## 9.4 Ownership of Materials, Software and Copyright

9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

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

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

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

9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for

any disclosure which the County is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

**9.5 Patent, Copyright & Trade Secret Indemnification**

9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

**9.6 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 O*, 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)

## 9.7 Transitional Job Opportunities Preference Program

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

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

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

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

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

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

**IN WITNESS WHEREOF**, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

**CONTRACTOR: VERA INSTITUTE OF JUSTICE**

By _____
Name

President and Director
Title

**COUNTY OF LOS ANGELES**

By _____
~~(Mayor/~~Chairman), Board of Supervisors

76952

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 MAR 03 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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M INTENTIONALLY OMITTED

**HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) AGREEMENT**

N CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

**SB 1262 – NONPROFIT INTEGRITY ACT OF 2004**

O CHARITABLE CONTRIBUTIONS CERTIFICATION

# *EXHIBIT A*

# *STATEMENT OF WORK*

## 1.0 BACKGROUND

Los Angeles County operates the largest jail system in the United States. In 2007, 170,734 individuals were booked into the Los Angeles County jail system. On any given day, the seven-facility system is responsible for the care, custody, security, transfer and rehabilitation of approximately 20,000 sentenced and pre-trial inmates. A recent report forecast that the jail population would reach close to 29,000 in the next ten years.

Crowding conditions at the jails have led to a host of issues, including a federally imposed population cap, a capacity to house 20,000 inmates and the Sheriff Department's adoption of early release policies. Jail overcrowding also presents increased security risks for Sheriff Department personnel and inmates, limits the amount of rehabilitative services that can be offered to inmates, and contributes to the overall ineffective and inefficient use of resources.

Jail overcrowding, however, is not simply a jail problem; it is a result of a myriad of factors within the local criminal justice system. Any comprehensive effort to reduce the jail population, therefore, must address jail overcrowding from a system-wide perspective.

To that end, Los Angeles County Chief Executive Office is working with the Countywide Criminal Justice Coordination Committee (CCJCC) to launch a multi-agency project aimed at reducing the jail population in Los Angeles. To carry out the project, CCJCC has established a Jail Overcrowding Subcommittee, which includes executive-level representatives from the Alternate Public Defender's Office, Chief Executive Office, CCJCC Office, District Attorney's Office, Information System Advisory Body, Probation Department, Public Defender's Office, Sheriff's Department and the Superior Court.

The CCJCC Jail Overcrowding Subcommittee will serve to collaborate with and oversee the work of a selected Contractor who will be carrying out the project detailed below. The Subcommittee will also be working simultaneously to identify and implement short-term options, programs and other recommendations to help alleviate overcrowding in the County jail system.

## 2.0 SCOPE OF WORK

The Los Angeles County Chief Executive Office, in collaboration with the CCJCC, is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that will conduct a thorough and system-wide analysis of the processes and policies that affect jail overcrowding, identify systems problems and inefficiencies within the Los Angeles criminal justice

system that contribute to jail overcrowding, and develop system-wide responses and plans to alleviate jail overcrowding. This analysis will be completed simultaneously and in conjunction with the work being carried out by the CCJCC Subcommittee. The selected Contractor will work with the CCJCC Subcommittee to:

- Create a data collection and systems analysis plan;
- Collect data relevant to jail admissions, length of stay and other related factors from all criminal justice partners;
- Conduct data and systems analyses to identify system problems and inefficiencies that contribute to jail overcrowding;
- Provide assistance and consultation as needed to the CCJCC Subcommittee on concurrent efforts to address jail overcrowding;
- Develop recommendations for potential strategies to remediate identified problems and inefficiencies;
- Create an implementation plan(s) for selected strategies; and
- Provide technical assistance as needed and identified by the CCJCC Subcommittee.

The Contractor will be required to have knowledge and expertise in all areas of criminal justice system processes and in issues related to the systemic causes of jail overcrowding. The Contractor will need to demonstrate the appropriate expertise and ability to conduct this project in a large jurisdiction and will be expected to apply lessons learned and best practices from other jurisdictions that have undergone similar projects to address jail overcrowding.

The analysis conducted by the Contractor will encompass all relevant criminal justice agencies and not be limited to a study of the Los Angeles County Sheriff's Department. The County is not seeking analysis or recommendations on facilities needs or capital improvements.

## 3.0 PROJECT PHASES

### 3.1 Phase I – Data Collection and Systems Analysis

During Phase I of the project, the Contractor will work with the CCJCC Subcommittee to develop a data collection and systems analysis plan. The purpose of the plan is to coordinate data collection and secure agreement from the relevant criminal justice agencies on what data will be collected, how it will be collected, and who will be responsible for working with the Contractor to ensure the identified data and systems information is provided.

The data collection and systems analysis plan will clearly outline:

- Quantitative and qualitative data required and the needed information for a thorough systems analysis;

- Mechanisms to collect the quantitative data (e.g. access to data extracts), qualitative data, and systems information (e.g. interviews with key personnel);
- Departments and agencies from which data and information will be collected; and
- Timeline for the collection of data

To the extent possible, it is expected that the Contractor will collect quantitative and qualitative data and systems information that may include but not be limited to:

*Data Collection*:

- Jail population profile:
  - Basic demographics
  - Health care and mental health service needs
  - Bail information
  - Security/risk levels
  - Average length of stays, including pre- and post-trial
  - Average length of stays for defendants awaiting adjudication
  - Number in pre-trial/sentenced status
  - Number in facility for "failure to appear"
  - Number on felony/misdemeanor charges
  - Number incarcerated for parole holds
  - Number incarcerated for bench warrants
  - Number incarcerated on multiple cases
  - Number awaiting state prison transfers
  - Number awaiting space in state mental health hospitals
  - Number on probation violations
  - Number on immigration holds/awaiting deportation proceedings

*Systems Information:*

- Case management and court processes review
- Policies and other factors that affect the population of inmates in pre-trial status
- Options for pre-trial release
- Policies and procedures that affect length of time between adjudication and sentencing
- Availability and use of alternatives to incarceration for sentenced offenders
- Availability and use of alternative to incarceration for medical healthcare and mental health care service needs
- Data management systems review

Once the data collection and systems analysis plan has been developed, the Contractor will collaborate with the CCJCC Subcommittee and all relevant criminal justice agencies to execute the plan. The Contractor will work with the CCJCC Subcommittee to ensure data and information

collection proceeds in a timely manner and to address any issues that arise during the process.

Once the data and systems information is collected, the Contractor will conduct a thorough analysis to pinpoint key decision points within the criminal justice system that affect the jail population in Los Angeles County. Based on this analysis, the Contractor will identify those points within the system where systems problems and inefficiencies exist and outline the mechanisms by which these problems or inefficiencies have been created. This analysis will serve as the basis for the work that will be conducted in Phase II.

3.1.1 *Phase I Deliverables*

During Phase I, the Contractor will be expected to deliver on the following:

- Development of a written data collection and systems analysis plan, identifying data and information required and how that information will be collected;
- Collaboration with the CCJCC Subcommittee partners to collect identified data and information;
- Thorough analysis of key decision points within the criminal justice system from arrest to release that affect jail crowding and identification of system problems and inefficiencies;
- Provide technical assistance and consultation as needed and identified by the CCJCC Subcommittee on concurrent efforts to address jail overcrowding;
- Presentation of full, detailed, written report to the CCJCC Subcommittee on the data and systems information collected, analyses conducted, and systems problems and inefficiencies identified; and
- Regular progress reports on the status of Phase I work to the CCJCC Subcommittee (schedule of reporting to be determined).

## 3.2 Phase II – Development of Recommendations and Implementation Plan

During Phase II, the Contractor will develop recommended options and strategies to address the system problems and inefficiencies identified in Phase I. The Contractor will then work with the CCJCC Subcommittee to select those recommendations most feasible for implementation and to create an implementation plan for those strategies.

3.2.1 *Recommendations*

Based on Phase I analysis, the Contractor will create a series of recommended options to remediate the system problems and inefficiencies that contribute to jail overcrowding in Los Angeles County. Such options – which should include both short-term and long-term solutions – should be based on Phase I analysis, best practices, and proven strategies from other jurisdictions.

In developing the recommended options, the Contractor will conduct a thorough analysis of the feasibility for each recommended strategy that should include but not be limited to:

- Legal issues that may impede or affect implementation;
- Resource gaps and needs required to implement the recommendations;
- How existing resources may be utilized or reallocated for implementation;
- Criminal justice agencies/partners needed for implementation;
- Expected impact of strategy on the Los Angeles Jail population

The Contractor will develop short-term solutions that could require a shorter timeline for implementation and may utilize existing resources. However, the Contractor will also be expected to create long-term strategy options. Such options may include strategies for new programs, system-wide policy changes, legislative strategies at the State and/or Federal level, and realignment of resources and/or funding priorities within the Los Angeles criminal justice system.

Based on the analysis and feasibility study conducted by the Contractor, the CCJCC Subcommittee, in collaboration with its criminal justice partners, will determine the recommended options that will have the most impact on jail population and are most feasible for implementation. These selected strategies will be the basis for the creation of the implementation plan outlined below.

3.2.2 *Implementation Plan*

Once the CCJCC Subcommittee has determined the most viable and realistic set of recommended options, the Contractor will work with the Subcommittee to establish priorities and create an implementation plan for all selected strategies.

The Contractor will be expected to assist the CCJCC Subcommittee in determining which strategies should and could be implemented as first priority. Once priorities have been established, the Contractor will develop a detailed, written

implementation plan. As with the feasibility study, the implementation plan will need to include but not be limited to:

- Clear timelines for implementation of each strategy;
- Identification of responsible agencies and personnel needed;
- Identification of necessary resources and resource gaps; and
- Expected impact of strategies on the jail population.

The Contractor will develop implementation plans for both the short-term and long-term strategies selected once agreement on priorities is established.

Once strategies and an implementation plan have been created, the CCJCC Subcommittee will work to secure necessary support from all criminal justice agencies involved as well as from the Los Angeles County Board of Supervisors.

3.2.3 *Phase II Deliverables*

During Phase II, the Contractor will deliver on the following:

- Detailed, written set of options and strategies, including feasibility analyses for all options, to address jail overcrowding in Los Angeles County;
- Collaboration with the CCJCC Subcommittee partners to establish priorities;
- Provide technical assistance and consultation as needed and identified by the CCJCC Subcommittee on concurrent efforts to address jail overcrowding;
- Creation of detailed, written implementation and technical assistance plan for selected strategies.
- Regular progress reports on the status of Phase II work to the CCJCC Subcommittee (schedule of reporting to be determined)

## 4.0 TECHNICAL ASSISTANCE

The Contractor will be expected to work with the CCJCC Subcommittee and all involved agencies to provide technical assistance for selected recommendations and concurrent efforts initiated by the Subcommittee throughout the duration of the contract.

Any technical assistance provided by the Contractor will be contingent on outcomes from Phase I and II and decisions made by the CCJCC Subcommittee. As such, Contractors will not be expected to provide a detailed plan for providing technical assistance during the contract term in their responses to this RFP.

However, the Contractor will be expected to include in their proposals a description of their ability and expertise in providing technical assistance.

## 5.0 PROJECT TIMELINE

The contract term for this project is two (2) years. However, the Contractor will be expected to outline a proposed timeline for Phase I and Phase II of the project described above in their response to this RFP. This timeline should include detailed justifications for the estimated time proposed for all activities.

## 6.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. This Plan will serve as a self-monitoring tool to ensure the required services are provided as specified in this *Appendix B, Statement of Work*. The Quality Control Plan should include but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- Methods for maintaining confidentiality and security of records, data and information;
- Documentation methods of all monitoring results, including any corrective action taken; and
- Title/level and qualifications of personnel performing monitoring functions.

## 7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

## 8.0 DEFINITIONS

8.1 **CONTRACT:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

8.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work cover by the Statement of Work.

8.3 **CONTRACTOR Project Director:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

8.4 **COUNTY Project Director:** Person responsible for overall supervision of contract operations and activities.

8.5 **COUNTY Project Manager:** Person responsible for the daily management of contract operations and monitoring of all tasks, deliverable, goods, services and other work provided by Contractor.

8.6 **COUNTY Contract Monitor:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract.

8.7 **CCJCC Jail Overcrowding Subcommittee:** Subcommittee defined in this Statement of Work, 1.0 Background.

8.8 **Day(s):** Calendar day(s) unless otherwise specified.

8.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 9.0 WORK HOURS

The Contractor shall be available during normal business hours subject to the needs of the CCJCC Jail Overcrowding Subcommittee and the County Program Manager.

## 10.0 UNSCHEDULED WORK

The Contractor agrees that any work performed outside the scope of this *Statement of Work* without the prior written approval of the County in accordance with *Appendix A, Sample Contract, Section 3.0* shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against the County.

# *SUMMARY BUDGET*

**Request for Proposals**
**Consulting Services for a Jail Overcrowding Reduction Project**

**Summary Budget**

Narrative justification must be provided for each budget category listed below. For Personnel and Fringe Benefits, names of all project staff must be listed with associated budgeted amounts.

| Budget Categories | Phase I | Phase II | Total Budgeted Amount for Phase I and II |
|---|---|---|---|
| Personnel | 125,250 | 121,849 | 247,099 |
| Fringe Benefits | 36,323 | 35,336 | 71,659 |
| Travel | 12725 | 12725 | 25,450 |
| Equipment | - | - | - |
| Supplies | 8575 | 3200 | 11,775 |
| Subcontracts (if applicable) | 12,000 | 12,000 | 24,000 |
| Other (Please specify | 33075 | 22500 | 55,575 |
| Administrative Overhead | 45,567 | 41,093 | 86,660 |
| **TOTALS*** | **273,515** | **248,703** | **522,218*** |

**Travel**: Staff and consultant travel, lodging and meals
**Supplies**: Computer software, Computer equipment, Central Supplies (NYC), Supplies-LA Office
**Other**: Delivery & Postage, Central network, Central occupancy, Rent, Telecom
**Administrative overhead**: Indirect costs

- The Vera Institute of Justice is requesting $500,000 for this project, we will provide the remaining amount of $22,218 as an in kind contribution.

## Budget Detail
## Vera Institute of Justice Proposal to Los Angeles County Jail Overcrowding Project

Below is a detailed budget for the project, to accompany Exhibit 11. Following the numeric budget are narrative descriptions of non-personnel line items.

| | | | | | Expenses | |
|---|---|---|---|---|---|---|
| | | | Phase 1 | Phase 2 | Phase 1 | Phase 2 |
| **PERSONNEL** | | | **% FTE on** | **% FTE on** | **11/1/2008 -** | **11/1/2009 -** |
| **Description** | **Incumbent** | **Salary** | **Project** | **Project** | **10/31/2009** | **10/31/2010** |
| Project Director | Barb Tombs | 137,000 | 0.25 | 0.40 | 34,250 | 56,444 |
| Sr. Researcher | R. Daly | 70,000 | 0.40 | 0.20 | 28,000 | 14,420 |
| Sr. Program & Research Associate | TBD | 67,000 | 0.50 | 0.50 | 33,500 | 34,505 |
| Sr. Program Associate | T. Velázquez | 70,000 | 0.10 | 0.10 | 7,000 | 7,210 |
| Research Assistant | TBD | 45,000 | 0.30 | | 13,500 | 0 |
| Quality Control Manager | Tina Chiu | 90,000 | 0.10 | 0.10 | 9,000 | 9,270 |
| *Total Effort in FTE's* | | | *1.65* | *1.30* | 0 | 0 |
| Total Personnel Earnings | | | | | 125,250 | 121,849 |
| Total Fringes and Taxes | 29.00% | | | | 36,323 | 35,336 |
| **OTHER EXPENSES** | | | | | | |
| Staff Travel | | | | | 4,200 | 4,200 |
| Staff Meals | | | | | 2,700 | 2,700 |
| Staff Lodging | | | | | 5,400 | 5,400 |
| Computer Software | | | | | 2,500 | |
| Computer Equipment | | | | | 2,000 | |
| Delivery & Postage | | | | | 1,200 | 1,200 |
| Central Supplies (for NYC) | 2,500 per FTE/yr | | | | 2,875 | 2,000 |
| Central Network (for NYC) | 4,500 per FTE/yr | | | | 5,175 | 3,600 |
| Central Occupancy (for NYC) | 15,000 per FTE/yr | | | | 19,500 | 10,500 |
| Subcontract Expenses | | | | | 12000 | 12000 |
| Rent (PARC office) | | | | | 6,000 | 6,000 |
| Telecom - L.A. office | | | | | 1,200 | 1,200 |
| Supplies – L.A. office | | | | | 1,200 | 1,200 |
| Consultant Travel | | | | | 200 | 200 |
| Consultant Lodging | | | | | 150 | 150 |
| Consultant Meals | | | | | 75 | 75 |
| **Total Direct Expenses** | | | | | **227,948** | **207,610** |
| **Indirect Costs (22%)** | | | | | **45,567** | **41,093** |
| **Total Expenses** | | | | | **273,514** | **248,703** |

**Total Expenses, entire project: $522,217**
**In-kind Contribution, Vera Institute of Justice: $22,217**
**TOTAL Amount of Proposal to L.A. County: $500,000**

## Budget Narrative
## Vera Institute of Justice Proposal to Los Angeles County Jail Overcrowding Project

| | |
|---|---|
| Staff Travel | 12 trips/yr @ $350/trip (Virgin American Airlines, JFK-LAX) |
| Staff Meals | $75/day x 3 days x 12 trips/year (Approximate CONUS rate) |
| Staff Lodging | $150/day x 3 days x 12 trips/year (Approximate CONUS rate: we expect the County to provide necessary paperwork to secure government rate |
| Computer Software | Both basic and statistical software for computer for LA – based staff |
| Computer Equipment | One laptop for L.A. – based staff with sufficient memory and speed to handle statistical software |
| Delivery & Postage | $100 per month for L.A. – based postage and occasional delivery services between N.Y. to L.A. |
| Central Supplies (for NYC staff) | This is the rate for general supplies computed by N.Y. accounting staff, dividing total annual actual expenses by FTE. |
| Central Network (for NYC staff) | This is the rate computed for computer networking, software and hardware updates, etc. by N.Y. accounting staff, dividing total annual actual expenses by FTE. |
| Central Occupancy (for NYC staff) | This is the rate computed for our rent and utilities at 233 Broadway, NYC by accounting staff, dividing total annual actual expenses by FTE. |
| Subcontract Expenses | Vera plans to engage the Stanford Criminal Justice Center for occasional consulting around California-specific policies and systems. See their letter of intent for details. |
| Rent (PARC office) | We will be renting a space for $500/month for 50% time at the offices of PARC in Los Angeles |
| Telecom - L.A. office | We expect to pay $100 per month for access to PARC's telephone/internet service |
| Supplies – L.A. office | We anticipate spending $100/month in basic office supplies |
| Consultant Travel | 1 trip from SFO to LAX/year by Stanford consultant x $200/trip |
| Consultant Lodging | trip from SFO to LAX/year by Stanford consultant x $150/night hotel |
| Consultant Meals | 1 day meals Stanford consultant per year x $75/day meals |

**Indirect cost rate**: This is our most recent rate approved by the federal government.

**In-Kind Contributions:**

Cash Contribution: Vera is committed to providing quality services to our clients. We believe the minimum amount necessary to provide Los Angeles County with the deliverables outlined in the proposal is $522,217. We understand that L.A. County has allocated $500,000 for this project. Therefore, we will contribute the excess over the allocated budget -- $22,217 – as an in-kind contribution to the project. We will seek private funding to make up the difference; Vera has been successful in obtaining foundation funding for very similar circumstances in the past. If we are unable to secure foundation funds, Vera will provide this sum from its reserves.

Non-Cash Contribution: Vera has received funding specifically to help jurisdictions seeking to develop cost-benefit analyses of criminal justice policies and programs. We are willing to utilize a portion of this funding to assist in the evaluation of various strategies and their potential costs and impacts on the Los Angeles jail population.

## REQUIRED FORMS – EXHIBIT 8

# PROPOSER'S EEO CERTIFICATION

Vera Institute of Justice, Inc.
Company Name

233 Broadway, 12th Floor, New York NY 10279
Address

13-1941627
Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

| CERTIFICATION | YES | NO |
|---|---|---|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment. | (x) | ( ) |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | (x) | ( ) |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | (x) | ( ) |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | (x) | ( ) |

Signature

9/12/08
Date

Daniel F. Wilhelm, Vice-President
Name and Title of Signer (please print)

# COUNTY'S ADMINISTRATION

**CONTRACT NO. 520754**

**COUNTY PROJECT DIRECTOR:**

Name: Doyle Campbell

Title: Deputy Chief Executive Officer, Chief Executive Office

Address: 500 W. Temple Street, Room 754
Los Angeles, CA 90012

Telephone: (213) 893-2374 Facsimile: (213)

E-Mail Address: dcampbell@ceo.lacounty.gov

**COUNTY PROJECT MANAGER:**

Name: Mark Delgado

Title: Executive Director, Countywide Criminal Justice Coordination Committee (CCJCC)

Address: 500 W. Temple Street, Room 520
Los Angeles, CA 90012

Telephone: (213) 974-8398 Facsimile: (213) 613-2711

E-Mail Address: mdelgado@ccjcc.lacounty.gov

**COUNTY CONTRACT MONITOR:**

Name: Kenna Ackley

Title: Principal Staff Analyst, Countywide Criminal Justice Coordination Committee (CCJCC)

Address: 500 W. Temple Street, Room 520
Los Angeles, CA 90012

Telephone: (213) 974-1123 Facsimile: (213) 613-2711

E-Mail Address: kackley@ccjcc.lacounty.gov

EXHIBIT F

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME: Vera Institute of Justice**

**CONTRACT NO: 520754**

**CONTRACTOR'S PROJECTDIRECTOR:**

Name: Heidi Segal
Title: Project Director
Address: 9022 Alto Cedro Drive
Beverly Hills, CA 90210
Telephone: 917-533-7223 (cell); 310-274-2994 (home)

Facsimile: 212-941-9407
E-Mail Address: **heidijsegal@gmail.com**

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Michael Jacobson
Title: President and Director
Address: 233 Broadway, 12th Floor
New York, NY 10279
Telephone: (212) 334-1300
Facsimile: (212) 941-9407
E-Mail Address: **mjacobson@vera.org**

Name: Karen Goldstein
Title: Vice President and General Counsel
Address: 233 Broadway, 12th Floor
New York, NY 10279
Telephone: (212) 334-1300
Facsimile: (212) 941-9407
E-Mail Address: **kgoldstein@vera.org**

Name: Dan Wilhelm
Title: Vice President and Chief Program Officer
Address: 233 Broadway, 12th Floor
New York, NY 10279
Telephone: (212) 334-1300
Facsimile: (212) 941-9407
E-Mail Address: **dwilhelm@vera.org**

EXHIBIT F

# CONTRACTOR'S ADMINISTRATION

Name: Ernest Duncan
Title: Treasurer and Chief Financial Officer
Address: 233 Broadway, 12th Floor
New York, NY 10279
Telephone: (212) 334-1300
Facsimile: (212) 941-9407
E-Mail Address: eduncan@vera.org

**Notices to Contractor shall be sent to the following:**

Name: Karen Goldstein
Title: Vice President and General Counsel
Address: 233 Broadway, 12th Floor
New York, NY 10279
Telephone: (212) 334-1300
Facsimile: (212) 941-9407
E-Mail Address: kgoldstein@vera.org

EXHIBIT G1

## CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _Vera Institute of Justice, Inc._____ Contract No._520754_____

### 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 and Confidentiality 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 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.

SIGNATURE: Karen Goldstein DATE: 1 / 14 / 09

PRINTED NAME: _____Karen Goldstein_____

POSITION: _____Vice President and General Counsel_____

EXHIBIT G2

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name ____Vera Institute of Justice, Inc._____ Contract No.___ 520754_____

Employee Name Adrienne Austin

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: 1/21/09

PRINTED NAME: Adrienne Austin

POSITION: Program Associate

EXHIBIT G2

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name ____Vera Institute of Justice, Inc._____ Contract No.___ 520754_____

Employee Name Jintana Chiu

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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CONFIDENTIALITY AGREEMENT:

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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.

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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.

SIGNATURE: _____ DATE: 1 / 15 / 09

PRINTED NAME: Jintana Chiu

POSITION: DIRECTOR OF TECHNICAL ASSISTANCE

EXHIBIT G2

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name ____Vera Institute of Justice, Inc._____ Contract No.___ 520754_____

Employee Name Reagan Daly

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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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.

SIGNATURE: Reagan M. Daly DATE: 1/20/09

PRINTED NAME: Reagan Daly

POSITION: Senior Research Associate

EXHIBIT G2

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name ____Vera Institute of Justice, Inc._____ Contract No.___ 520754_____

Employee Name Michael Jacobson

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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CONFIDENTIALITY AGREEMENT:

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SIGNATURE: _____ DATE: 1 / 15 / 09

PRINTED NAME: Michael Jacobson

POSITION: President and Director

EXHIBIT G2

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Vera Institute of Justice Contract No.

Employee Name Heidi J. Segal

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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SIGNATURE: DATE: 1/21/09

PRINTED NAME: Heidi J. Segal

POSITION: Project Director.

EXHIBIT G2

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name ____Vera Institute of Justice, Inc._____ Contract No.___ 520754_____

Employee Name Alison Shames

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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SIGNATURE: Alison L DATE: 1 / 19 / 09

PRINTED NAME: Alison Shames

POSITION: Associate Director, CSC

EXHIBIT G2

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name ____Vera Institute of Justice, Inc._____ Contract No.___ 520754_____

Employee Name Barb Tombs

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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SIGNATURE: _____ DATE: 1/15/09

PRINTED NAME: Barb Tombs

POSITION: Senior Fellow

EXHIBIT G2

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name ____Vera Institute of Justice, Inc._____ Contract No.___ 520754_____

Employee Name Michael Woodruff

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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SIGNATURE: Michael Woodruff DATE: 1 / 16 / 08

PRINTED NAME: Michael Woodruff

POSITION: Coordinator

**EXHIBIT H**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

## 2.203.010 Findings.

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

## 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2.203.030 Applicability.

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

## 2.203.040 Contractor Jury Service Policy.

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

## 2.203.050 Other Provisions.

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

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

## 2.203.060 Enforcement and Remedies.

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

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

## 2.203.070. Exceptions.

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

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

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

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

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

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

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

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

## 2.203.090. Severability.

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

EXHIBIT I

# SAFELY SURRENDERED BABY LAW

EXHIBIT I

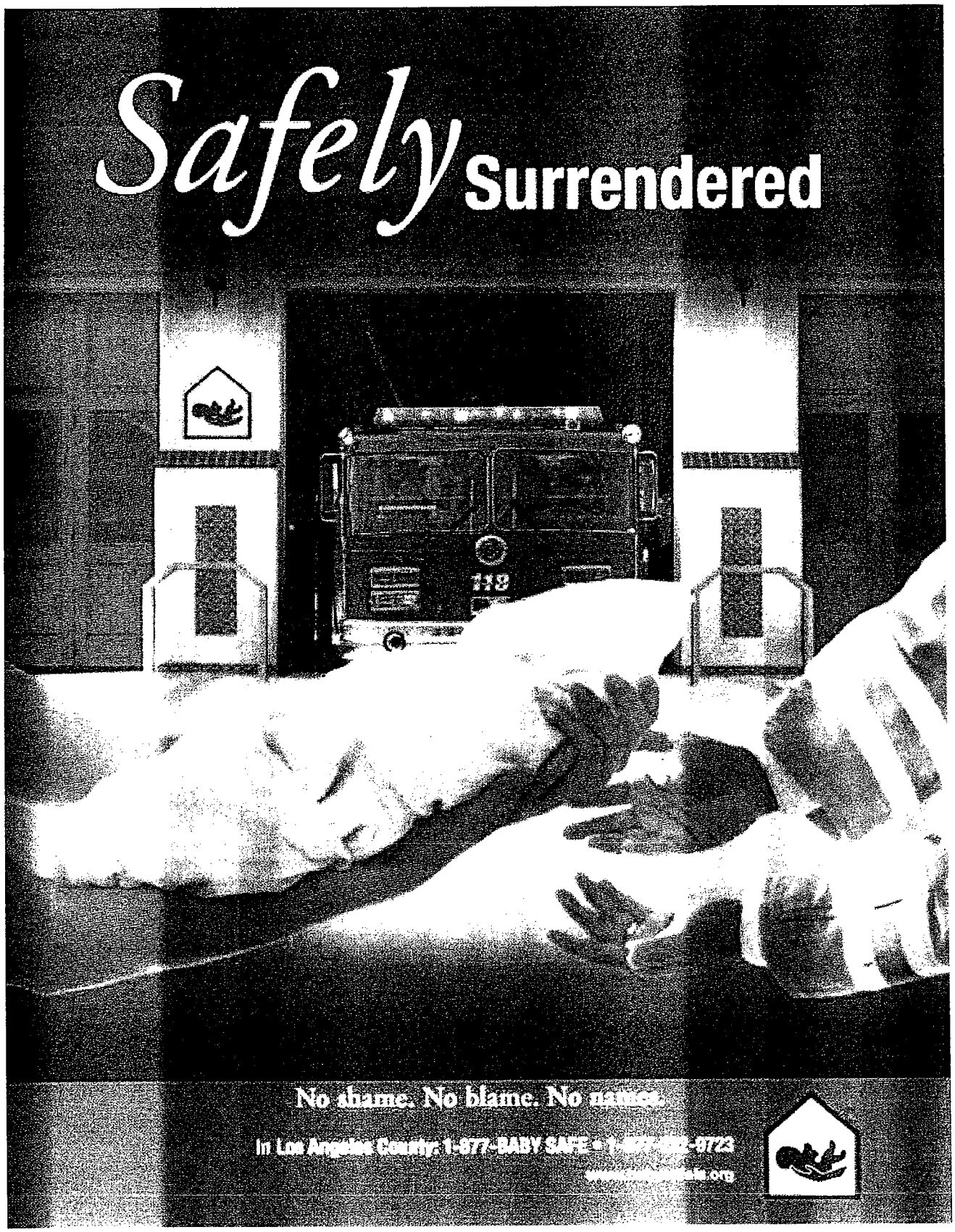

Safely surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE

EXHIBIT I

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

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

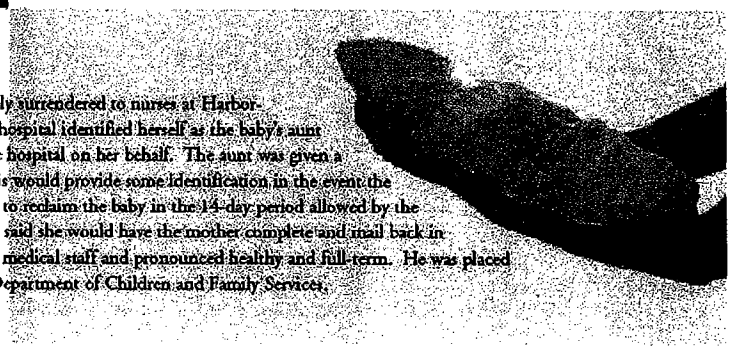
## What happens to the parent or surrendering adult?

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

## Why is California doing this?

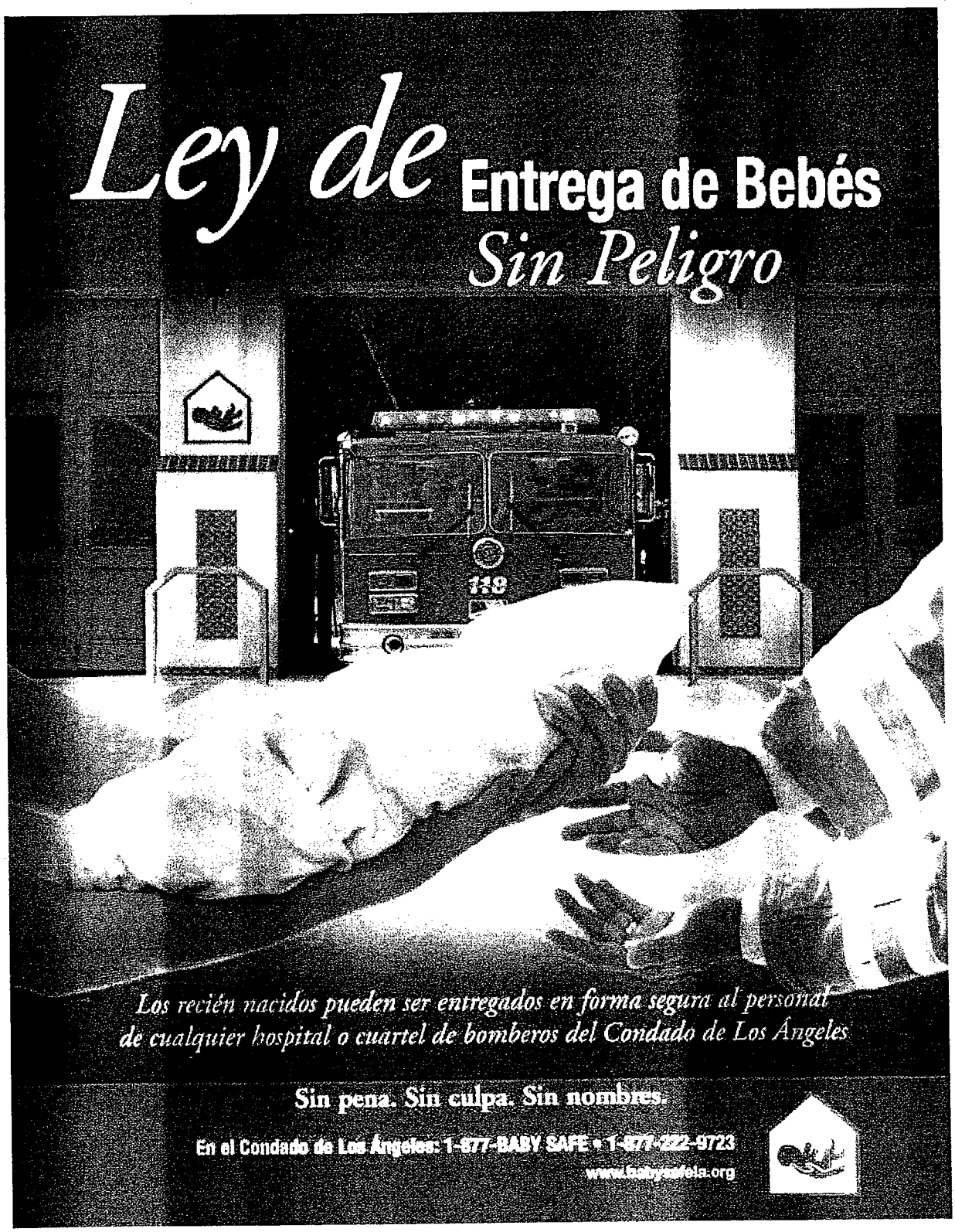
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

## *A baby's story*



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

EXHIBIT I


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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

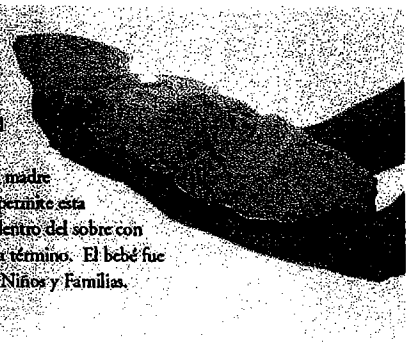
### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

### ¿Por qué se está haciendo esto en California? ?

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

## *Historia de un bebé*



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

# AGREEMENT
# CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

## 1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

## 2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall

immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

## 3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

## 4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**5.0 MISCELLANEOUS**

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

**REQUIRED FORMS — EXHIBIT 13**

# CHARITABLE CONTRIBUTIONS CERTIFICATION

Vera Institute of Justice, Inc.
Company Name

233 Broadway, 12th Floor, New York, NY 10279
Address

13-1941627
Internal Revenue Service Employer Identification Number

Pending
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.**

☑ Proposer 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 Proposer 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**

☐ Proposer 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.

Ernest L. Duncan Jr. — 9.24.08
Signature — Date

Ernest L. Duncan, Jr., Chief Financial Officer
Name and Title of Signer (please print)