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

LEROY D. BACA, SHERIFF

June 28, 2011

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 JUN 28, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

REQUEST FOR APPROVAL OF A SOLE SOURCE AGREEMENT WITH HUMAN SERVICES CONSORTIUM OF THE EAST SAN GABRIEL VALLEY D.B.A. LA WORKS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking Board approval for a Sole Source Agreement (Agreement) with Human Services Consortium of the East San Gabriel Valley d.b.a. LA Works (LA Works) to provide vocational, life skills, General Educational Development (GED) preparation and testing services for the inmate population within the Los Angeles County (County) jail facilities. Funding for this Agreement has been allocated using the Inmate Welfare Fund (IWF).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached Agreement with LA Works for vocational, life skills, and GED preparation and testing services. The term of the Agreement is for one year and six months, effective upon execution by your Board, with an option to extend for another six months in any increment for a total term not to exceed two years, unless terminated earlier, in whole or in part, as provided in the Agreement. The Maximum Contract Sum, including the option term, shall not exceed $14,925,826.

2. Delegate authority to the Sheriff or his designee to execute all Change Orders and Amendments to the Agreement as specified in Section 6.0, Change Orders and

Amendments of the Agreement including Amendments to the Agreement that exercise the extension options when the original contracting entity has merged, been purchased, or otherwise changed; to increase the Maximum Contract Sum for additional work required by the County in an amount that does not exceed ten percent of the Maximum Contract Sum during the term of the Agreement, provided sufficient funding is available; to add or delete subcontractors; and to add or delete vocational programs or life skills programs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to establish an Agreement with LA Works to provide inmates with education and training services in vocational, life skills, GED preparation and testing services as mandated by the California Code of Regulations, Section 1061, Inmate Education Plan (Title 15). Title 15 mandates that education programs within Department jail facilities be accessible to inmates. The Department has been assiduously working to create a long-term solution for inmate education. The program offered by LA Works is uniquely qualified for the needs of the Department to provide the mandated inmate educational and training services due to their ability to immediately implement their program, as well as unobtrusively interface with other existing jail-based programs.

The services LA Works will provide are needed so that the Department may continue to maintain compliance with Title 15. The services were previously provided by Hacienda La Puente Unified School District under Agreement Number 64794, the termination of which was approved by your Board on May 10, 2011. Many of the vocational programs offered will equip inmates with marketable skills necessary for success upon release from jail facilities. Some vocational training programs are production shops that provide services to non-profit and other governmental organizations at a competitive price bringing additional revenues to the IWF. Inmates who are involved in education and other programs while in custody are less likely to engage in violence while incarcerated, less likely to recidivate, and have a higher success rate in securing employment than inmates who do not participate.

Providing educational services in a correctional environment is very unique and challenging. It is in the best interest of the County to partner with LA Works for the following reasons: Title 15 mandates that education programs within Department jail facilities be accessible to inmates; LA Works is equipped to employ the necessary instructors to effectively administer the services required; LA Works provides other services desirable to the Department, such as workforce development, housing rehabilitation, intervention, transportation, and basic skills remediation; and except for LA Works, no other provider is in the position to immediately provide educational services in a correctional environment.

Implementation of Strategic Plan Goals

The recommended service supports the County's Strategic Plan, Goal 1, Organizational Effectiveness. Specifically, the proposed Agreement will ensure the inmates of the County receive appropriate inmate education services.

Inmate education services help keep the inmates busy, which results in less inmate disturbances avoiding overtime and medical costs.

FISCAL IMPACT/FINANCING

The Department has allocated the IWF to finance the educational services to the inmate population. The Maximum Contract Sum is $14,925,826 for the term of the Agreement. The Department, however, seeks authority to increase the Maximum Contract Sum by an amount not to exceed ten percent during the term of the Agreement in the event additional services are required by the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LA Works is equipped to provide vocational and life skills, as well as GED preparation and testing; these are all necessary for securing employment once released from jail. LA Works has documented success in obtaining employment for offenders in jobs that pay as high as $15.85 per hour.

LA Works utilizes credentialed vocational, life skills, and GED instructors to motivate inmates to increase their level of education, learn practical life skills, and learn a trade or marketable job skill. The proposed program is intended to lead to a seamless transition of offenders back to their communities as higher functioning individuals ready to contribute successfully to society.

The Agreement is intended to establish a baseline for education as the Department works to solidify a long-term education system within the jail facilities.

This is a cost reimbursement Agreement whereby the County pays the Contractor for the actual direct costs incurred by the Contractor in the delivery of services. The Contractor is also entitled to a 15 percent management fee, which is payable in equal monthly installments. Under the Agreement, the County agrees to pay LA Works a 25 percent advance payment in the amount of $2,804,336 payable within 30 days of the commencement of the term of the Agreement.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Approval of this Agreement will allow the Department to comply with Title 15 mandate to make educational programs available to the inmate population in the jail facilities.

CONCLUSION

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

Sincerely,

LEROY D. BACA
SHERIFF

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HUMAN SERVICES CONSORTIUM OF THE EAST SAN GABRIEL VALLEY dba LA WORKS

FOR

VOCATIONAL, LIFE SKILLS AND GED PREPARATION AND TESTING SERVICES

FOR LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

77568

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LA WORKS

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RECITALS

THIS AGREEMENT is entered into as this 28TH day of JUNE, 2011 by and between the COUNTY OF LOS ANGELES ("County") and HUMAN SERVICES CONSORTIUM OF THE EAST SAN GABRIEL VALLEY dba LA WORKS ("Contractor"), located at 5200 Irwindale Avenue, Suite 210, Irwindale, California 91706, to provide Vocational, Life Skills and GED Preparation and Testing services for the Los Angeles County Sheriff's Department ("Department").

WHEREAS, County, through the Department, desires to contract with Human Services Consortium of the East San Gabriel Valley dba LA Works to provide Vocational, Life Skills and GED Preparation and Testing Services; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide Vocational, Life Skills and GED Preparation and Testing Services; and

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

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

1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through K, any attachments attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

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

1.2.1. Exhibit A Additional Terms and Conditions

1.2.2. Exhibit B Statement of Work

Attachment I Instructors Duties and Minimum Qualifications

Attachment II Custody Facilities Locations and Addresses

Attachment III Entry Application for Custody Facilities

1.2.3. Exhibit C Price Sheet

1.2.4. Exhibit D Contractor's EEO Certification

1.2.5. Exhibit E1 Contractor's Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit E2 Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement

Exhibit E3 Contractor's Acknowledgement, Confidentiality, and Copyright Assignment Agreement

1.2.6. Exhibit F Contract Discrepancy Report

1.2.7. Exhibit G Jury Service Ordinance

1.2.8. Exhibit H Safely Surrendered Baby Law

1.2.9 Exhibit I Defaulted Property Tax Reduction Program Ordinance

1.2.10 Exhibit J Certification of Compliance with the County's Defaulted Property Tax Reduction Program

1.2.11 Exhibit K Charitable Contributions Certification

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

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

guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in Subparagraph 1.1 (Agreement).

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

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

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

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

2.6 "Contractor Project Director" has the meaning set forth in Subparagraph 4.1 (Contractor Project Director).

2.7 "Contractor Project Manager" has the meaning set forth in Subparagraph 4.2 (Contractor Project Manager).

2.8 "County" has the meaning set forth in the Recitals.

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

2.10 "County Project Director" has the meaning set forth in Subparagraph 3.1 (County Project Director).

2.11 "County Project Manager" has the meaning set forth in Subparagraph 3.2 (County Project Manager).

2.12 "Custody Facility" or "Custody Facilities" means any or all, as the case may be, of the Department custody facilities set forth in Attachment II (Custody Facilities Locations and Addresses) of Exhibit B (Statement of Work).

2.13 "Custody Orientation" has the meaning set forth in Subparagraph 3.3 (Custody Orientation and Ethical Training) of Exhibit B (Statement of Work).

2.14 "Department" has the meaning set forth in the Recitals.

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

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

2.17 "Jury Service Program" has the meaning set forth in Paragraph 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.18 "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).

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

2.20 "Project Status Reports" has the meaning set forth in Subparagraph 4.4 (Project Status Reports by Contractor).

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

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

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

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

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

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

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

Karen Dalton, Director
Offender Services Bureau
Correctional Services Division
450 Bauchet Street – Room E888
Los Angeles, California 90012
Telephone (213) 893-5882
Fax (323) 415-6576
Email ksdalton@lasd.org

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

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

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

3.2 County Project Manager

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

Lieutenant Victor Allende
Offender Services Bureau
Correctional Services Division
450 Bauchet Street – Room E-888
Los Angeles, California 90012
Telephone (213) 893-5263
Fax (323) 415-3679
Email vallend@lasd.org

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

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

3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly

with Contractor and further shall have the duties from time to time given to such person by County.

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

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

3.2.6 County Project Manager shall issue Contract Performance Discrepancy Report as soon as possible to Contractor whenever a contract discrepancy is identified, as stated in Exhibit B (Statement of Work). Refer to Exhibit F (Contract Discrepancy Report).

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

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

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

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

Kathryn Ford
LA Works
5200 Irwindale Avenue
Irwindale, CA 91706
Telephone (626) 960-3964, Ext. 2234
Fax (626) 962-0064
Email Kathy.ford@laworks.org

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

4.1.3 During the Term of this Agreement, Contractor Project Director shall be available to meet and confer with County Project Director at least weekly, in person or by phone, to review project progress and discuss project coordination.

4.1.4. Contractor shall notify County in writing of any change in the name or address of Contractor Project Director.

4.2 Contractor Project Manager

4.2.1 "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Jorge Hernandez
LA Works
5200 Irwindale Avenue
Irwindale, CA 91706
Telephone (626) 960-3964, Ext. 2292
Fax (626) 962-0064
Email jorge.hernandez@laworks.org

4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Subparagraph 4.4 (Project Status Reports by Contractor).

4.2.3 Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County, or as determined by County Project Manager.

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

4.3 Approval of Contractor's Staff

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Director and Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either Contractor Project Director or Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably withhold or delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement together with Contractor Project Director and Contractor Project Manager. Notwithstanding the foregoing, County Project Director may require removal of any Contractor Staff.

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

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

4.3.5 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reports by Contractor

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and County Project Manager with minimum monthly written reports ("Project Status Reports") which shall contain the information set forth in Section 7.0 (Monthly Status Report) of Exhibit B (Statement of Work), and such other information as County Project Director or County Project Manager may from time to time reasonably request.

5. WORK

5.1 Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth herein.

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

5.3 Contractor acknowledges that, subject to this Paragraph 5 (Work), all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable in arrears on a monthly basis, in accordance

with the terms and conditions of this Agreement, including this Paragraph 5 (Work), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments), unless otherwise specified herein.

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

5.5 All worked performed hereunder must have the written approval of County Project Manager or designee prior to payment thereof. In no event shall County be liable or responsible for payment of any such Work prior to written approval thereof.

6. CHANGE ORDERS AND AMENDMENTS

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

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

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, the County Project Director, in his/her discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be executed by Sheriff and Contractor.

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

6.1.4 Notwithstanding Subparagraph 6.1.3 above, for (1) any Option Term extension of the Agreement beyond the Initial Term, (2) any modifications pursuant to Paragraph 39.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), (3) any increase in the Maximum Contract Sum for additional Work required by County under this Agreement that does not exceed ten percent (10%) of such Maximum Contract Sum during the Term of the Agreement, provided sufficient funding is available, (4) any addition or deletion of subcontractors, and (5) any addition or deletion of vocational programs or Life Skills Programs, an Amendment to this Agreement shall be executed by Sheriff and Contractor.

6.1.5 Notwithstanding any other provision in this Paragraph 6, for any change to Exhibit C (Price Sheet) which does not increase the Maximum Contract Sum (a) to decrease a budget line item, (b) to reallocate budget line items, or (c) to transfer unexpended funds from the Initial Term to the Option Term, if such Option Term is exercised by County, an Amendment to this Agreement shall be executed by Sheriff and Contractor.

7. TERM

7.1 The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall continue for a period of one (1) year and six (6) months, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's sole discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to six (6) additional months in any increments (an "Option Term") for a total maximum Agreement Term not to exceed two (2) years. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be in the form of a written Amendment pursuant to Subparagraph 6.1.4 above and executed by the Sheriff and Contractor.

7.2 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County Project Director at the address herein provided in Subparagraph 3.1.1.

8. PRICES AND FEES

8.1 The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing all required Work under this Agreement for the Term, including all Option Terms. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed $14,925,826 and shall be allocated as set forth in Exhibit C (Price Sheet). The contract sum payable for the Initial Term shall not exceed $11,217,346 and

the contract sum payable for the Option Term, if exercised by County, shall not exceed $3,708,480.

8.2 This is a cost reimbursement Agreement whereby County pays Contractor for the actual direct costs incurred by Contractor for the delivery of services required under the Agreement. County shall also pay Contractor a fifteen percent (15%) management fee, payable one-eighteenth (1/18) each month during the Initial Term and one-sixth (1/6) each month during the Option Term, if exercised by County, not to exceed the amounts set forth on Exhibit C (Price Sheet).

8.3 County agrees to pay Contractor a twenty-five percent (25%) advance fee in the amount of $2,804,336. Contractor shall invoice County for the advance payment within thirty (30) days of the commencement of this Agreement in accordance with the general requirements of Paragraph 10 (Invoices and Payment). The advance payment amount shall be applied to the end of the Initial Term of the Agreement so that the amount paid for the Initial Term does not exceed $11,217,346. Upon completion or termination of this Agreement, Contractor shall return any advance funds which exceed payment due to Contractor, if any, within thirty (30) days of expiration or termination of Agreement. Contractor represents and warrants that the Exhibit C (Price Sheet) is a true and correct budget.

8.4 In the event there is a decrease in a budget line item, a reallocation of budget line items, or a transfer of unexpended funds from the Initial Term to the Option Term, if such Option Term is exercised by County, Exhibit C (Price Sheet) shall be adjusted to reflect the changes in accordance with Paragraph 6.1.5 above. Any such change to Exhibit C (Price Sheet) shall not increase the Maximum Contract Sum.

8.5 The costs and fees for this Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Agreement shall be as set forth on Exhibit C (Price Sheet). Such costs and fees are not to exceed figures which shall be firm and fixed for the Term of the Agreement.

8.6 Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

8.7 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum

Contract Sum under this Agreement. Upon occurrence of this event, Contractor shall send written notification to County Project Director and County Project Manager at the addresses herein provided in Paragraph 3 (Administration of Agreement – County).

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

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

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

10. INVOICES AND PAYMENTS

10.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other Work specified in Exhibit B (Statement of Work) and elsewhere hereunder. Contractor shall prepare and deliver to County invoices which shall include the charges owed to Contractor by County under the terms of this Agreement. Contractor's invoices shall be priced in accordance with Exhibit C (Price Sheet). Contractor shall submit invoices by the fifteenth (15th) calendar day of the month following the month in which services were provided, unless otherwise noted herein. County shall submit payment to Contractor within thirty (30) calendar days of receipt of Contractor's invoice that has been approved by County Project Manager or designee for payment.

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

10.3 During the Term of the Agreement, Contractor shall seek reimbursement from County for earned vacation/sick/holiday absences taken or used by instructors, GED Instructors, GED Instructional Aides, and approved support staff only at the point in time when such vacation/sick/holiday absences are taken or used by instructors, GED Instructors, GED Instructional Aides, and approved support staff and paid by Contractor. Any vacation/sick/holiday days that are earned, (according to LA Work's Human Resources Policy Manual), but not yet used or taken by instructors, GED Instructors, GED Instructional Aides, and approved support staff at the end of the Agreement Term shall be invoiced by Contractor and paid by County only at the end of the Agreement Term, not to exceed the budgeted amount as set forth in Exhibit C (Price Sheet).

10.4 Each invoice submitted by Contractor shall include, but shall not be limited to:

- Agreement Number
- Invoice Number
- Date of invoice
- Brief description of services which payment is claimed
- Period of performance of work being invoiced
- Breakdown of direct costs upon which reimbursement is sought
- Amount of management fee based upon Exhibit C (Price Sheet) and pursuant to Paragraph 8.3
- Personnel and hours worked, including paid absences
- Facilities where services were performed
- Subcontracted services and dates that services were performed by any preapproved subcontractor
- Credits to County resulting from initial advance payment, if appropriate
- Reimbursements to Contractor for compensated absences that were earned but not taken by Contractor's personnel, if appropriate
- Equipment purchased as listed in Exhibit C(Price Sheet), if appropriate
- Total amount of Invoice

10.5 Contractor shall submit an original and one (1) copy of each invoice to:

Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
Offender Services Bureau
450 Bauchet Street – Room E888
Los Angeles, California 90012
Attention: Director Karen Dalton

Copy to: Los Angeles County Sheriff's Department
Accounts Payable Section – Contracts Billing
4700 Ramona Boulevard, Room 326
Monterey Park, California 90047

10.6 Invoices shall reflect Contractor's actual costs incurred in the provision of services in accordance with Exhibit C (Price Sheet). Contractor shall maintain all documentation that supports Contractor's claims for reimbursement and shall make such documentation available for inspection by County immediately upon request by County. Unsupported claims may be rejected and unpaid by County in County's sole discretion. Documentation of expenditures shall be supported by, but shall not be limited to:

10.6.1 Records documenting procurement of goods and services;
10.6.2 Contracts for goods and services;
10.6.3 Invoices;
10.6.4 Billing statements;
10.6.5 Cancelled checks;
10.6.6 Timecards signed by employees and supervisors;
10.6.7 Payroll registers;
10.6.8 Payroll tax records;
10.6.9 Benefit payment records;
10.6.10 Bank statements;
10.6.11 Bank reconciliations; and
10.6.12 All other documentation to support the allocation of costs.

10.7 Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County, with the exception of those expenses as set forth in Exhibit C (Price Sheet). Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

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

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

11. LIQUIDATED DAMAGES

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

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

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction. Said amount shall be deducted from County's payment to Contractor; and/or

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

11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Paragraph 11 shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in Subparagraph 11.2, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

12. NOTICES

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

giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Karen Dalton, Director
Twin Towers Correctional Facility
Offender Services Bureau
450 Bauchet Street – Room E888
Los Angeles, California 90012
Facsimile: (323) 415-6576
Email: ksdalton@lasd.org

with a copy to:(2) Los Angeles County Sheriff's Department
Assistant Director, Contracts
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169
Facsimile: (323) 415-6874
Email: scousin@lasd.org

To Contractor: Human Services Consortium of the East San Gabriel Valley
dba LA Works
5200 Irwindale Avenue
Irwindale, California 91706
Attention: Salvador Velasquez
Facsimile: (626) 962-0064
Email: salvador.velasquez@laworks.org

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

13. ARM'S LENGTH NEGOTIATIONS

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

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

14.1 Except as set forth in Subparagraph 14.3, 14.4 and 14.5, County shall be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, documents, data, curriculum, program materials, handouts, audio and visual aids, assessment and evaluation tools, instructional aids, and other tools (hereafter "materials") which are originated, developed, or created by Contractor through Contractor's Work pursuant to this Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of

Contractor's right, title, and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Agreement. Contractor and its employees, and Contractor's subcontractors and their employees, shall execute and comply with the applicable Exhibit E1 (Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment), and Exhibit E2 (Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment), and (Exhibit E3 (Contractor's Acknowledgment, Confidentiality, and Copyright Assignment), attached hereto.

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

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

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

14.5 Notwithstanding any other provision of this Agreement, County will not be obligated to the Contractor in any way under Subparagraph 14.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 14.3 or for any disclosure which County is required to make under any state or federal law or order of court.

15. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1 (Agreement & Interpretation), 2 (Definitions), 8 (Prices and Fees), 10 (Invoices and Payment), 12 (Notices), 13 (Arm's Length Negotiations), 14 (Ownership of Materials, Software and Copyright, 15 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LA WORKS

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

COUNTY OF LOS ANGELES

By Mike Antonovich
Mayor of Los Angeles County

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

By _____
Deputy

HUMAN SERVICES CONSORTIUM
OF THE EAST SAN GABRIEL
VALLEY dba LA WORKS

By Salvador R. Velasquez

Signature: _____

Title: Chief Executive Officer

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 JUN 28 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77568

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

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

VOCATIONAL, LIFE SKILLS AND GED PREPARATION AND TESTING SERVICES

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used herein (this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

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

1.2 Procedure for Subcontracting

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

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

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

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

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

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

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

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

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

1.3 Contractor Responsibilities

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

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

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

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

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

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

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

2.2 Continued Work

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

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

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

2.3 Dispute Resolution Procedures

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

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

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

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

2.4 Documentation of Dispute Resolution Procedures

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

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for

Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

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

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

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide

to County an executed Exhibit E1 (Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment), Exhibit E2 (Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment), and Exhibit E3 (Contractor's Acknowledgment, Confidentiality, and Copyright Assignment), attached hereto, for each of its employees, and/or non-employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

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

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

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County Project Director as proprietary or confidential, and shall be plainly and

prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

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

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

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 24.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

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

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

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

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

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

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's

other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

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

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

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

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

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

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

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

5.0 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Agreement; or

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

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

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

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

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

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

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

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however,

acknowledges that the rights and remedies set forth in this Subparagraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.0 EFFECT OF TERMINATION

8.1 Remedies

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

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

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

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

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

8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the body of the Agreement, to the extent applicable; and

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

8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, toward the end that there be no interruption of County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price Sheet) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Subparagraph 8.2 (Transition Services), Contractor shall provide to County Project Director, upon request by County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 8.3 (Remedies Not Exclusive) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

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

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

10.0 AUTHORIZATION WARRANTY

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

11.0 FURTHER WARRANTIES

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

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

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

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

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

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

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

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

12.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 12.2 (General Provisions for All Insurance Coverage) and 12.3 (Insurance Coverage) of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

12.2.1 Evidence of Coverage and Notice to County

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

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

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of

Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

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

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

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an

automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

12.2.3 **Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

12.2.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

12.2.5 **Insurer Financial Ratings**

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

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

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

12.2.7 **Waivers of Subrogation**

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

12.2.8 **Subcontractor Insurance Coverage Requirements**

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

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

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

12.2.10 **Claims Made Coverage**

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

12.2.11 **Application of Excess Liability Coverage**

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

12.2.12 **Separation of Insureds**

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

12.2.13 **Alternative Risk Financing Programs**

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

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

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

12.3 Insurance Coverage

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

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

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

12.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

12.3.4 **Sexual Misconduct Liability** insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature

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

13.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

13.1 Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents 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 Contractor's work under this Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

13.2 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, 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.

13.3 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 Contractor, in a manner for which the questioned product was not designed nor intended.

14.0 BUDGET REDUCTIONS

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

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

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

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

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

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

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

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

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

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

17.0 COMPLIANCE WITH APPLICABLE LAW

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

17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 17.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its

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

18.0 FAIR LABOR STANDARDS

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

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental 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.

19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:

19.4.1 Title VII, Civil Rights Act of 1964;

19.4.2 Section 504, Rehabilitation Act of 1973;

19.4.3 Age Discrimination Act of 1975;

19.4.4. Title IX, Education Amendments of 1973, as applicable; and

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

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

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or 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 the Agreement, or under any project, program, or activity supported by the Agreement.

19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Subparagraph 2.3 (Dispute Resolution Procedures).

19.6 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Agreement, 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 the Agreement.

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

21.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Subparagraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to

employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Subparagraph 2.3 (Dispute Resolution Procedures) or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

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

23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of this Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 23.0 (Conflict of Interest) shall be a material breach of this Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

24.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected

through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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

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

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

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

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

30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

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

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

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

32.2 Written Employee Jury Service Policy.

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

32.2.2 For purposes of this Paragraph 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 32.0 (Compliance with Jury Service Program). The

provisions of this Paragraph 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

32.2.4 Contractor's violation of this Paragraph 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

33.1 Each of Contractor's staff, subcontractor's staff, and Contractor's agents (collectively referred to in this Paragraph 33.0 as Contractor's staff) performing services under this Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

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

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

33.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 33.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

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

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

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

37.0 PHYSICAL ALTERATIONS

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

38.0 FEDERAL EARNED INCOME TAX CREDIT

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

39.0 ASSIGNMENT BY CONTRACTOR

39.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 39.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

39.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Subparagraph 39.1 of this Exhibit.

39.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

40.0 INDEPENDENT CONTRACTOR STATUS

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

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

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

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

41.0 RECORDS AND AUDITS

41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment,

timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

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

41.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to County Project Director and Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County,

but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

41.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 41.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend this Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

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

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

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

45.0 COUNTY'S QUALITY ASSURANCE PLAN

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

measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement.

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

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

47.0 INTENTIONALLY OMITTED

48.0 INTENTIONALLY OMITTED

49.0 SAFELY SURRENDERED BABY LAW

49.1 Notice to Employees

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

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

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

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade

any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

51.0 PUBLIC RECORDS ACT

51.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 41.0 (Records and Audits) of this Exhibit, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

52.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

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

52.2 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.

52.3 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.

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

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

53.0 WAIVER

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

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained

herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

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

57.0 NON-EXCLUSIVITY

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

58.0 FACSIMILE

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

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

59.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of

having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

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

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

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

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

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

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

62.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll)

in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

64.0 NOTICE OF DELAYS

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

65.0 COMPLAINTS

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

65.1 Within five (5) Business Days after effective date of this Agreement, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to inmates' complaints.

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

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

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

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

65.6 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.

65.7 Copies of all written responses shall be sent to County Project Manager within three (3) Business Days of mailing to the complainant.

66.0 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 Exhibit K (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect 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)

EXHIBIT B

STATEMENT OF WORK

VOCATIONAL, LIFE SKILLS AND GED PREPARATION AND TESTING SERVICES

EXHIBIT B

STATEMENT OF WORK

VOCATIONAL, LIFE SKILLS AND GED PREPARATION AND TESTING SERVICES

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ATTACHMENT I INSTRUCTORS DUTIES AND MINIMUM QUALIFICATIONS

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ATTACHMENT III ENTRY APPLICATION FOR CUSTODY FACILITIES

STATEMENT OF WORK

VOCATIONAL, LIFE SKILLS AND GED PREPARATION AND TESTING SERVICES

This Statement of Work (SOW) defines the duties and responsibilities of Contractor to provide Vocational, Life Skills and GED Preparation and Testing Services to inmates incarcerated in the Los Angeles County Sheriff's Department (Department) Custody Facilities. Contractor responsibilities do not include, and expressly exclude, the provision of any special education services required by California Education Code Section 56041, or any other federal or California law.

1.0 SCOPE OF WORK

Vocational Programs

1.1 Contractor shall develop, offer, facilitate, and provide vocational programs to inmates incarcerated in Department Custody Facilities. Such vocational programs shall be provided by qualified credentialed instructors in accordance with Attachment I (Instructors Duties and Minimum Qualifications) of this SOW. The Department reserves the right to add and/or delete vocational programs during the Term of the Agreement in accordance with Subparagraph 6.1.4 of the Agreement. Exhibit C (Price Sheet) shall be adjusted accordingly.

1.2 Throughout the Term of this Agreement, Contractor shall provide the indicated number of instructors in the following vocational programs. Instructors shall provide instruction and supervision of inmates at Custody Facilities. Contractor, through its instructors, shall have and perform the duties set forth on Attachment I (Instructors Duties and Minimum Qualifications) of this SOW.

Number of Instructors	Vocational Programs
1	Animal Grooming
1	Auto Body/Detail
1	Auto Body/Dismantling
1	Bicycle Repair
1	Commercial Construction
4	Commercial Painting
3	Commercial Printing
1	Commercial Welding
2	Culinary
1	Custodial/Building Maintenance
6	Introduction to Computers
1	Landscaping

1	Masonry
1	Nursery
2	Power Sewing
1	Sign Shop/Graphics
1	Telecommunications
1	Wood Working

Life Skills Programs

1.3 Contractor shall develop, offer, facilitate, and provide Life Skills programs to inmates incarcerated in Department Custody Facilities. Such Life Skills programs shall be provided by qualified credentialed instructors in accordance with Attachment I (Instructors Duties and Minimum Qualifications) of this SOW. The Department reserves the right to add and/or delete Life Skills programs during the Term of the Agreement in accordance with Subparagraph 6.1.4 of the Agreement. Exhibit C (Price Sheet) shall be adjusted accordingly.

1.4 Throughout the Term of this Agreement, Contractor shall provide the indicated number of instructors in the following Life Skills programs. Instructors shall provide instruction and supervision of inmates at Custody Facilities. Contractor, through its instructors, shall have and perform the duties set forth on Attachment I (Instructors Duties and Minimum Qualifications) of this SOW.

Number of Instructors	Life Skills Programs
1	Parenting
1	Personal Relations
1	Substance Abuse

GED Preparation and Testing

1.5 Contractor shall offer, facilitate, and provide General Educational Development (GED) test preparation and GED testing for inmates. GED preparation shall be provided by qualified, credentialed GED Instructors and GED Instructional Aides to assist and prepare inmates for GED testing.

1.6 GED testing shall be performed by Contractor. Contractor shall be approved by the California Department of Education, State GED Office, to administer and proctor GED testing. GED testing shall be performed in compliance with all GED testing requirements, including, but not limited to the, GED Testing Service Policies and Procedures Manual. GED testing shall be conducted by CDE approved Chief Examiners, Alternate Chief Examiners, and/or Proctors. GED testing shall be performed at each Custody Facility listed in Attachment

II (Custody Facilities Locations and Addresses), as necessary. GED tests are to be given only upon the written consent and approval of the County Project Manager.

1.7 Contractor shall provide all GED materials and books required to perform the GED test preparation.

1.8 GED Instructors shall provide instruction and supervision of inmates at a Custody Facility. GED Instructors shall teach remedial education classes, preparatory classes for the GED test, and literacy.

1.9 GED Instructional Aides shall assist with testing and intake of inmates to the GED program and provide instructional support to classrooms of inmates at a Custody Facility.

1.10 Contractor shall provide the following indicated number of GED Instructors and GED Instructional Aides for the GED Preparation and Testing program.

Number of Instructors	GED Instructors and GED Instructional Aides
5	GED Instructors
5	GED Instructional Aides

2.0 CONTRACTOR'S RESPONSIBILITIES

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

2.2 Contractor's employees, Contractor's subcontractors and their employees, and Contractor's agents performing Work under this Agreement shall participate in a background check conducted by the Department prior to award of the Agreement in accordance with Exhibit A (Additional Terms and

Conditions), Paragraph 33.0 (Background and Security Investigations). New employees hired during the Term of the Agreement shall undergo this same background check prior to commencing Work under this Agreement.

2.3 Contractor and all employees, Contractor's subcontractors and their employees, and Contractor's agents performing Work under this Agreement shall acknowledge and adhere to all County and Department policies, procedures and regulations while performing Work under this Agreement. County Project Manager or designee will provide County and Department policies, procedures and regulations to Contractor during Custody Orientation.

2.4 Contractor and all employees, and Contractor's subcontractors and their employees, and Contractor's agents performing work under this Agreement shall adhere to the terms and conditions specified in Exhibit E1 (Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement), Exhibit E2 (Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement), and Exhibit E3 (Contractor's Acknowledgment, Confidentiality, and Copyright Assignment Agreement), as the case may be.

2.5 Contractor shall submit all reports, correspondence and other documents in a legible, concise, format approved by County Project Manager or designee.

2.6 Contractor shall prepare reports, correspondence and other documents in Microsoft Word unless specified by County Project Manager or designee.

2.7 Contractor shall be available to meet and confer as necessary but no less frequently than monthly, with County Project Manager or designee. County Project Manager will determine the date, time and location of such meetings.

2.8 Contractor shall ensure that all instructors providing services under this Agreement have the appropriate credentials in the subject matter they are teaching.

2.9 Contractor shall provide a copy of the appropriate credentials for each instructor to County Project Director or designee prior to instructors beginning Work under this Agreement.

2.10 Contractor shall work collaboratively with existing inmate programs offered in Custody Facilities.

3.0 CONTRACTOR'S PERSONNEL REQUIREMENTS

3.1 Contractor Employee Roster

Contractor shall submit to County Project Manager a current roster, including all Contractor employees and Contractor's subcontractors and their employees that are required to enter Custody Facilities to perform services under this Agreement. The roster shall be kept current and up-dated by Contractor as required. All personnel on the roster shall possess photo identification, and shall meet County's requirements for admission into Custody Facilities.

3.2 Entry Application for Custody Facilities

3.2.1 Consistent with the requirements set forth in the Agreement, all Contractor employees and Contractor's subcontractors and their employees that are required to enter Custody Facilities, are required to undergo a background check, which shall be initiated by preparing an "Entry Application for Custody Facilities" form (Attachment III to this SOW). Contractor shall be required to submit an "Entry Application for Custody Facilities" form for all Contractor employees and Contractor's subcontractors and their employees requiring access to Custody Facilities to perform services under this Agreement. The "Entry Application for Custody Facilities" form shall be submitted to Correctional Services Division, Offender Services Bureau, Business Management Unit, County Project Manager, 450 Bauchet Street, Room E888, Los Angeles, California 90012. Forms should be received at least seventy-two (72) hours prior to the requested admittance into the Custody Facility.

3.2.2 Consistent with the requirements set forth in the Agreement, the background check consists of a review and screening of the applicant's "Entry Application for Custody Facilities" form and a check of law enforcement records. In addition, all Contractor employees and Contractor's subcontractors and their employees may be required to undergo a more in-depth background check, which may include, but not be limited to, criminal conviction information obtained through fingerprints submitted to the Department of Justice.

3.2.3 All Contractor employees and Contractor's subcontractors and their employees must successfully pass the background check prior to commencing Work under this Agreement.

3.3 Custody Orientation and Ethical Training

Contractor shall train or facilitate employee training in ethical conduct, with focus on the importance of both lawful and appropriate conduct within a custody setting. The Department shall provide Custody Orientation that all Contractor employees and Contractor's subcontractors and their employees must attend prior to commencing work under this Agreement.

3.3.1 All Contractor employees and Contractor's subcontractors and their employees shall receive no less than two (2) hours of ethical conduct training prior to performing Work at a Custody Facility. The ethical conduct training shall be intended to raise Contractor employee's awareness of the common temptations associated with working an assignment of special trust, such as that of contractors inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting. Contractor shall submit a course outline to County Project Director for review and approval, at County Project Directors' discretion, prior to the training date. This topic shall be re-enforced in the Department's mandatory four (4) hour Custody Orientation (Refer to Section 3.3.3 below).

3.3.2 Contractor may seek to partner with an outside organization to meet the (2) two hour ethical conduct training requirement; however, the training provider must be pre-approved, in writing, by County Project Director. Contractor shall bear all costs associated with providing the aforementioned (2) two hour ethical conduct training as described in this Section and Section 3.3.1.

3.3.3 All Contractor employees shall attend the mandatory (4) four-hour Custody Orientation prior to performing Work in Custody Facilities. The mandatory (4) four-hour Custody Orientation will be provided by the Department to all Contractor employees and will reference the Department Manual of Policy and Procedures sections listed in Attachment III (Entry Application for Custody Facilities). Contractor shall bear all costs associated with Contractor employees' attendance at the Custody Orientation.

3.3.4 Contractor shall maintain ethical conduct training and Custody Orientation class rosters and training completion certifications of which copies shall be provided to County Project Manager for those employees who have attended the ethical conduct training.

3.3.5 Contractor will only be notified of the final security determination of its personnel. Specific details will remain confidential and will not be provided.

3.3.6 The Department will maintain information on Contractor's employees and Contractor's subcontractors and their employees for safety and security purposes. Any additional information disclosed on any employee during the Term of this Agreement will be decided on a case-by-case basis by County Project Manager.

3.3.7 Contractor and Contractor's subcontractors shall immediately notify County Project Manager regarding any employee, discharge, or termination of employment, in order that they may be removed from the Custody Facility access roster. Contractor and Contractor's subcontractors notifications regarding any such action shall be submitted verbally (within 24 hours), followed by written notification (within 5 Business Days).

3.3.8 Contractor and Contractor's subcontractors shall be required to provide written notification to County Project Manager no less than seventy-two (72) hours in advance, of its intent to bring visitor(s) to Custody Facilities. Visitors shall be required to complete the "Entry Application for Custody Facilities" form attached hereto as Attachment III, unless otherwise excused in writing by County Project Manager.

3.3.9 Violation of the above procedures may result in loss of Contractor employees' and Contractor's subcontractors employees' security clearance to enter Custody Facilities.

4.0 PROHIBITION AGAINST FRATERNIZING

Contractor and their employees, Contractor's subcontractors and their employees performing Work under this Agreement shall not fraternize with inmates and/or detainees held in the Department's Custody Facilities.

5.0 DAYS AND HOURS OF OPERATION

5.1 Contractor's instructors, GED Instructors, GED Instructional Aides, and approved support staff will generally work forty (40) hours a week, Monday through Friday, eight (8) hours per day, excluding County approved holidays. Work hours will vary and shall be provided to Contractor by County Project Manager or designee.

5.2 Contractor's instructors, GED Instructors, GED Instructional Aides, and approved support staff shall be paid during "lock down" or other

circumstances preventing instructors, GED Instructors, GED Instructional Aides, and approved support staff from providing classroom instruction. Should a "lock down" or other circumstances preventing Contractor's instructors, GED Instructors, GED Instructional Aides, and approved support staff from providing classroom instruction, instructors, GED Instructors, GED Instructional Aides, and approved support staff shall prepare the next day's classes or perform other requested work.

5.3 During the Term of the Agreement, Contractor shall seek reimbursement from County for earned vacation/sick/holiday absences taken or used by instructors, GED Instructors, GED Instructional Aides, and approved support staff only at the point in time when such vacation/sick/holiday absences are taken or used by instructors, GED Instructors, GED Instructional Aides, and approved support staff and paid by Contractor. Any vacation/sick/holiday days that are earned, (according to LA Work's Human Resources Policy Manual), but not yet used or taken by instructors, GED Instructors, GED Instructional Aides, and approved support staff at the end of the Agreement Term shall be invoiced by Contractor and paid by County only at the end of the Agreement Term, not to exceed the budgeted amount as set forth in Exhibit C (Price Sheet).

6.0 OFFICE SPACE, EQUIPMENT, EQUIPMENT SUPPLIES AND NECESSARY RESOURCES

6.1 County shall provide the following to Contractor for use during the Term of the Agreement.

6.1.1 Access to space to implement the various required programs.

6.1.2 Equipment necessary and agreed upon by Contractor and County Project Director or designee, to operate the various required programs.

6.1.3 Access to televisions, media players, and other technology, as agreed upon by Contractor and County Project Director or designee, to provide required programs.

6.2 Contractor shall purchase and install the equipment identified in Exhibit C (Price Sheet). All Contractor purchased equipment as listed in Exhibit C (Price Sheet) shall become the property of the County at the end of the Term of the Agreement.

6.3 Upon expiration, termination or cancellation of this Agreement, Contractor shall return all equipment purchased pursuant to Exhibit C (Price Sheet) in their original condition, less normal wear. Missing or damaged equipment

shall be replaced and/or repaired by Contractor. In lieu of replacing missing or damaged equipment, County shall deduct from Contractor's most current invoice, the fair market value for said equipment or seek reimbursement from Contractor for same. In the event County seeks reimbursement and County and Contractor have mutually agreed to the fair market value of the equipment in question, Contractor shall pay County the agreed sum within 30 calendar days of notification by County.

6.4 The following is a list of equipment for administrative office facilities as stated in Exhibit C (Price Sheet):

6.4.1 Copiers
6.4.2 Telephones
6.4.3 Home office desk and other equipment
6.4.4 Computers
6.4.5 Printers
6.4.6 Staff computers/software/printer/scan/fax
6.4.7 DVD/Blu-Ray player and monitor/cart

6.5 The following is a list of equipment for educational services as stated in Exhibit C (Price Sheet):

6.5.1 Student computers/operating software/printers
6.5.2 Copiers
6.5.3 Telephones

6.6 Contractor shall invoice all administrative office facilities equipment and educational services equipment as appropriate.

7.0 MONTHLY STATUS REPORT

Contractor shall provide to County Project Manager or designee a written monthly status report of the progress of the Vocational, Life Skills, and GED Preparation and Testing Services, as specified in Section 1.0 (Scope of Work) and otherwise in this Agreement, and any other information County Project Director or designee may from time to time reasonably request. Report due date shall be provided to Contractor by County Project Manager or designee.

8.0 CONTRACT DISCREPANCY REPORT (EXHIBIT F)

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

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

9.0 QUALITY CONTROL

Contractor shall establish and maintain a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Agreement that meets or exceeds all requirements, including policies and procedures for all staff. The Quality Control Plan shall be submitted to County Project Manager or designee for review ten (10) Business Days after the effective date of the Agreement. In the event that requirements and/or policies and procedures change during the term of the Agreement, Contractor shall update the Quality Control Plan, and submit such updated plan to County Project Manager or designee within ten (10) Business Days of notification.

The Quality Control Plan shall include, but is not limited to the following:

9.1 Method and frequency of monitoring to ensure that all of the Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.

9.2 Specific activities to be monitored either on a scheduled or unscheduled basis.

9.3 Samples of forms to be used in monitoring.

9.4 Job title and level of personnel performing monitoring functions.

VOCATIONAL, LIFE SKILLS AND GED PREPARATION AND TESTING SERVICES
LA WORKS
INSTRUCTORS DUTIES AND MINIMUM QUALIFICATIONS

VOCATIONAL PROGRAMS	DUTIES AND MINIMUM QUALIFICATIONS
Animal Grooming	Duties: Instructs inmates on skills to bathe and groom dogs, animal handling, basic hair trimming techniques, flea dips, blow drying, brushing, teeth and nail cleaning, shaving cats, and trimming bird wings. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Auto Body/Detailing	Duties: Instructs inmates in the skills of repair and restoration of damaged vehicles, dent repair, body part removal and replacement, body paint preparation and application. Maintenance of vehicle interiors and exteriors using detailing techniques, i.e., paint cleaning, waxing, and interior shampooing. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Auto Body/Dismantling	Duties: Instructs inmates in the skills of repair and restoration of damaged vehicles, dent repair, body part removal and replacement, body paint preparation and application. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.

VOCATIONAL PROGRAMS	DUTIES AND MINIMUM QUALIFICATIONS
Bicycle Repair	Duties: Instructs inmates in bike repair and maintenances, including brake assembly, disassemble and re-assemble of bikes, complete bike tune up, tire repair, hub overhaul, etc., for various types of bikes. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Commercial Construction	Duties: Instructs inmates in general construction trade. Including rough framing, drywall, electrical, plumbing, and roofing, job site safety, code compliance and inspection procedures. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Commercial Painting	Duties: Instructs inmates on skills to paint various surfaces and/or structures, including wood, drywall, stucco, masonry, and metal, including surface preparation, surface priming, masking, protection of surrounding area, application of the paint, and clean up. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.

VOCATIONAL PROGRAMS	DUTIES AND MINIMUM QUALIFICATIONS
Commercial Printing	Duties: Instructs inmates on skills for bindery and finishing, paper cutting, folding devices, assembling processes, collating, inserting, adhesive binding, side binding, saddle stitching, and self covers. Including offset printing, layout, plate making, offset operations, job planning, layout, halftone, camera ready copy operation, plate making, plate exposures, general care of offset plates, arrangement of main cylinders, feeder and delivery features, dampening system, foundation solutions, PH values, inking systems, and pressure checks of systems. Including Pre-Press basic methods and practices for layout, stripping and plate making, job planning and layout, printers measure and proofreading, copy preparation, line photography, halftone, imposition, color management, digital file preparation for output to plate makers, copiers and digital offset presses. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Commercial Welding	Duties: Instructs inmates in various types of welding such as Arc, TIG, and MIG used in metal fabrication, metal cutting utilizing acetylene torch and plasma cutters. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Culinary	Duties: Instructs inmates in proper use of kitchen tools, equipment, portion control, measuring items, plan menus and figure costs, sanitation, safety, personal hygiene and hospitality management. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.

VOCATIONAL PROGRAMS	DUTIES AND MINIMUM QUALIFICATIONS
Custodial/Building Maintenance	Duties: Instructs inmates in occupational health and safety, adhering to work schedules and job time requirements, purchase, use, care and storage of maintenance materials and equipment, general housekeeping duties including dusting, dust mopping, wet mopping, stairways, lavatory cleaning, drinking fountains and service sinks, and floor care: carpeted, resilient, and hard floors, floor cleaning data, spot and stain removal and cleaners. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Intro to Computers	Duties: Instructs inmates on the basics of computer operations and the use of the Microsoft Suite, including Word, PowerPoint, Excel, and Access. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Landscaping	Duties: Instructs inmates in the skills for landscaping fields, including, but are not limited to, sod laying, grass planting, tree and shrub planting, as well as the maintenance skills necessary for the aforementioned plants and grass. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.

VOCATIONAL PROGRAMS	DUTIES AND MINIMUM QUALIFICATIONS
Masonry	Duties: Instructs inmates in the skills required to be successful in the Masonry trade. Topics covered include concrete laying, block and brick wall construction, form-setting, paver installation, ceramic tile installation, and construction of other structures utilizing masonry materials (i.e. BBQ's, etc.) Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Nursery	Duties: Instructs inmates in basic horticulture, mulching, irrigation, weed and pest control, propagation, safety, drip irrigation, classification and types of plant material, plant care and maintenance, including hands on experience of mixing soils, planting, weeding and transplanting. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Power Sewing	Duties: Instructs inmates in operations of single and four plate industrial embroidery machines, setting up graphics on a computer and transferring information to embroidery machine, setting up embroidery frames and inserting into machine, monitoring embroidery, cutting and measuring, operation of Semi-Automatic Sewing Machines, fabric preparation, operation and care of various pieces of power sewing equipment, tool and equipment use, single needle, over-lock, bar-tack, elastic, double needle. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.

VOCATIONAL PROGRAMS	DUTIES AND MINIMUM QUALIFICATIONS
Sign Shop/ Graphics	Duties: Instructs inmates on the operation of computer aided design systems and peripheral equipment to resize/modify artwork, generate digital files of artwork, calculates figures to convert design dimensions to resizing dimensions, specified or subsequent production process, various imaging programs including Corel Graphics Suite, Adobe Creative Suite Design Premium - Photoshop, Illustrator, Acrobat, etc. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Telecommunications	Duties: Instructs inmates on the basic skills in the field of telephone operation, telecommunications and answering calls. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Wood Working	Duties: Instructs inmates in tool use, basic geometry and measuring, safety, and use of power tools, included sanding, and adding finishes. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.

LIFE SKILLS PROGRAM	DUTIES AND MINIMUM QUALIFICATIONS
Parenting	Duties: Instructs inmates in effective parenting skills, child growth and development, relating in a non-judgmental way to peers, parents children and others and self-acceptance with knowledge of past patterns and future goals. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Personal Relationships	Duties: Instructs inmates in effective communication that develops healthy family and community relationships, productive learning to better understand the dynamics of their lives, knowledge and skills which help eliminate violence in their lives and relationships and the ability to work through the process of forgiveness. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.
Substance Abuse	Duties: Instructs inmates in areas of substance abuse prevention, drug court and diversion, behavioral health, community reintegration, vocational readiness, gang intervention, anger, aggression, and violence as it relates to substance abuse. Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter.

GED PREPARATION AND TESTING PROGRAM	DUTIES AND MINIMUM QUALIFICATIONS
GED Instructional Aides	Duties: Assists with testing and intake of inmates to the Adult Basic Education/GED program and provides instructional support in preparation for the General Educational Diploma (GED) test. Responsible for coordinating pre-tests as directed by the GED Instructors. Assists with the modification of teaching methods and materials to meet inmate population varying needs and abilities. Assists in planning and conducting activities with inmates individually or in a group setting. Minimum Qualifications: Experience working with students, preferably adult learners in a classroom environment designed for Adult Basic Education and tutoring. Knowledge of computer based learning/instruction, clerical experience, writing and oral communication skills, data collection experience, and experience in scoring GED practice tests. Possession of a High School Diploma or GED required; Associates degree or higher preferred.
GED Instructors	Duties: Instructs inmates in Adult Basic Education in preparation for the General Educational Development (GED) test and literacy. Modifies teaching methods and materials to meet inmate population varying needs, abilities and interests. Plans and conducts activities for a balanced program working with inmates individually or in a group setting Minimum Qualifications: Knowledge of principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects. Possession of a BA Degree and Valid California Secondary Credential and Adult Designated Subjects Credential with authorization to teach ABE or Academic Subjects. Masters degree or graduate certificate in education highly desirable.

GED PREPARATION AND TESTING PROGRAM	DUTIES AND MINIMUM QUALIFICATIONS
GED Testing	Duties: Provides GED testing for inmates that meet the California Department of Education (CDE) eligibility criteria, as such eligibility criteria is defined by CDE, at Department Custody Facilities for the purpose of receiving the California High School Equivalency Certificate. Testing shall be provided in accordance with all GED testing requirements, including, but not limited to, the GED Testing Service Policies and Procedures Manual. GED testing shall be conducted by CDE approved Chief Examiners, Alternate Chief Examiners, and/or Proctors. Minimum Qualifications: Testing agency shall be approved by the California Department of Education, State GED Office, to administer and proctor GED testing.

ATTACHMENT II

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
INMATE EDUCATIONAL SERVICES

CUSTODY FACILITIES
LOCATIONS AND ADDRESSES

Century Regional Detention Facility
11705 South Alameda St.
Lynwood, CA 90262

Fleet Management
1104 North Eastern Avenue
Los Angeles, CA 90063

Men's Central Jail
441 Bauchet Street
Los Angeles, CA 90012

Twin Towers Correctional Facility
450 Bauchet Street
Los Angeles, CA 90012

Pitchess Detention Center
East Facility
29310 The Old Road
Castaic, CA 91384

South Facility
29330 The Old Road
Castaic, CA 91384

***North Facility**
29320 The Old Road
Castaic, CA 91384

North County Correctional Facility
29340 The Old Road
Castaic, CA 91384

***North Facility is currently closed, but may open in the near future.**

ATTACHMENT III

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES

HUMAN SERVICES CONSORTIUM OF THE EAST SAN GABRIEL VALLEY
dba LA Works

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

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

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

Please initial here: _____

Name_____ Social Security #_____

Home Address_____
Street City Zip Code

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

Home Phone #_____ Work #_____

Sex_____ Race_____ Hair_____ Eyes_____ Height_____ Weight_____

Occupation_____ Employer_____

Work Address_____
Street City Zip Code

APPROVED / DISAPPROVED _____ DATE_____

CONTACT IN CASE OF EMERGENCY:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES

Name_____ Relationship_____

Address_____
Street City Zip Code

Telephone # (_____) _____

Organization:

Name_____

Address_____
Street City Zip Code

Telephone # (_____) _____

What service will you provide? _____

How Often?_____

Entry Criteria:

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

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

Name of Inmate	Booking #	Facility	Relationship

6. Have you ever been arrested for murder?_____
7. Have you ever been convicted of a sex crime?_____
8. Have you ever been convicted of a Weapons Violation?_____
9. Are you filling out this application as a condition of employment?_____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES

Please read carefully before signing:

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

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

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

These policies apply to all sworn, civilian, volunteer, contractor personnel, subcontractor and subcontractor personnel. Manual of Policy and Procedures below list shall be addressed during the Department's custody orientation

Section 5-06/110.00	**Hostage and Barricaded Suspect;**
Section 3-01/030.72	**Sexual Harassment and Retaliation Policy.**
Section 3-01/121.00	**Policy of Equality and its subsections to be determined by the County**
Section 3-01/122.00	**Policy of Equality – Procedures and its subsections to be determined by the County**

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

Signature_____ Date_____

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

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES

ATTACHMENT

Signature:_____ Date:_____

LA WORKSOPERATIONAL PLAN
for LASD VOCATIONAL PROGRAM
Monthly Budget

VOCATIONAL POSITIONS							
Vocation	Name	Facility	Hrs/wk	Proposed Salary	Salary Range/ Step	Fringe Benefits	Total Personnel
Site Administrators	Micheal Neary	NCCF/CRI	40	$ 8,002	R4/S5	3,705	11,707
	Micheal Jaurequi	PDC	40	$ 8,545	R4/S5	3,887	12,431
Animal Grooming	Catherine Hitchcock	PDC	40	$ 4,914	R1/S1	2,672	7,586
Auto Body/Dismantling	Robert Stone	Fleet	40	$ 5,831	R2/S2	2,979	8,810
Auto Body Detail	Roland Valencia	Fleet	40	$ 5,747	R1/S5	2,951	8,698
Bicycle Repair	Julian Vasquez	PDC	40	$ 5,747	R1/S5	2,951	8,698
Commercial Construction	Louis Garcia	TTCF	40	$ 6,747	R3/S1	3,286	10,033
Commercial Painting	Tarrie McBride	PDC	40	$ 4,914	R1/S1	2,672	7,586
	Rich Conrad	MCJ/TTCI	40	$ 7,581	R3/S5	3,564	11,145
	Jacob Martin		40	$ 5,831	R2/S1	2,979	8,810
	vacant		40	$ 7,581	R3/S5	3,564	11,145
Commercial Printing	Donald Lynn	NCCF	40	$ 6,956	R3/S2	3,355	10,311
	James Peterson	NCCF	40	$ 6,956	R3/S2	3,355	10,311
	Kevin Williams	NCCF	40	$ 5,831	R2/S1	2,979	8,810
Commercial Welding	Shawn Pamplin	PDC	40	$ 7,581	R3/S5	3,564	11,145
Computer Instructor	Colleen Barela	CRDF	40	$ 7,581	R3/S5	3,564	11,145
	Arnold Gamboa	MCJ	40	$ 4,914	R1/S1	2,672	7,586
	Laura Marquez	MCJ	40	$ 5,747	R1/S5	2,951	8,698
	Jeff Johansen	NCCF	40	$ 4,914	R1/S1	2,672	7,586
	Jeff Polonio	Mira Loma	40	$ 6,747	R3/S1	3,286	10,033
	vacant		40	$ 7,581	R3/S5	3,564	11,145
Culinary	William Zeko	NCCF	40	$ 6,664	R2/S5	3,258	9,922
	Veronika Delvaux	CRDF	40	$ 6,747	R3/S1	3,286	10,033
Custodial Building Maint	Michael Roberts	CRDF	40	$ 6,664	R2/S5	3,258	9,922
Landscape	Robert Reyes	Mira Loma	40	$ 6,456	R2/S4	3,188	9,644
Masonry	Kevin Kaplan	PDC	40	$ 6,039	R2/S2	3,049	9,088
Nursery	John Windsor	PDC	40	$ 6,664	R2/S5	3,258	9,922
Power Sewing	Ruben Acuna	NCCF	40	$ 4,914	R1/S1	2,672	7,586
	Ragina Cox	CRDF	40	$ 7,164	R3/S3	3,425	10,589
Sign Shop/Graphics	*vacant*		40	$ 7,581	R3/S5	3,564	11,145
Telecommunications	Francine Ballard	TTCF/CRI	40	$ 5,747	R1/S5	2,951	8,698
Woodworking	Mark Williams	PDC	40	$ 6,664	R2/S5	3,258	9,922

LA WORKSOPERATIONAL PLAN
for LASD VOCATIONAL PROGRAM
Monthly Budget

Vocation	Name	Facility	Hrs/wk	Proposed Salary	Salary Range/ Step	Fringe Benefits	Total Personnel
GED/LIFE SKILLS POSITIONS							
GED Instructors	*vacant*	TTCF/MC	40	$ 7,198	R5/S5	3,436	10,635
	vacant	TTCF/MC	40	$ 7,198	R5/S5	3,436	10,635
	vacant	CRDF	40	$ 7,198	R5/S5	3,436	10,635
	vacant	PDC	40	$ 7,198	R5/S5	3,436	10,635
	vacant	PDC	40	$ 7,198	R5/S5	3,436	10,635
GED Instructional Aides	*vacant*	MCJ	40	$ 3,008	R7/S5	2,035	5,044
	vacant	PDC	40	$ 3,008	R7/S5	2,035	5,044
	vacant	PDC	40	$ 3,008	R7/S5	2,035	5,044
	vacant	PDC	40	$ 3,008	R7/S5	2,035	5,044
	vacant	NCCF	40	$ 3,008	R7/S5	2,035	5,044
Life Skills Instructors	*James Beard*		40	$ 7,739	R6/S5	3,617	11,356
	Johnny Duran		40	$ 7,739	R6/S5	3,617	11,356
	Liz Curtis		40	$ 7,739	R6/S5	3,617	11,356
SUPPORT STAFF POSITIONS							
Project Manager			40	$ 7,715		3,609	11,324
Prgm Dev Specialist			40	$ 7,400		3,504	10,904
HR Specialist			40	$ 5,120		2,741	7,861
Accountant			40	$ 4,956		2,686	7,642
Program Assistant II			40	$ 3,653		2,251	5,904
				310,641		155,339	465,980

Instructor Salaries & Benefits	422,345
Support Staff Salaries & Benefits	43,635
Educational Services	26,675
Earned Unused vacation, sick, holiday time at 5 days per employee	26,889
Administrative Facilities and Office	17,917
SUBTOTAL	537,461
**15% Management Fee	80,619
	618,080

LA WORKS OPERATIONAL PLAN
for LASD VOCATIONAL PROGRAM
18 Month Budget

VOCATIONAL POSITIONS							
Vocation	Name	Facility	Hrs/wk	Proposed Salary	Salary Range/ Step	Fringe Benefits	Total Personnel
Site Administrators	Micheal Neary	NCCF/CRDF	40	$ 144,038	R4/S5	59,744	203,782
	Micheal Jaurequi	PDC	40	$ 153,806	R4/S5	62,650	216,456
Animal Grooming	Catherine Hitchcock	PDC	40	$ 88,451	R1/S1	43,171	131,621
Auto Body/Dismantling	Robert Stone	Fleet	40	$ 104,951	R2/S2	48,116	153,067
Auto Body Detail	Roland Valencia	Fleet	40	$ 103,451	R1/S5	47,670	151,120
Bicycle Repair	Julian Vasquez	PDC	40	$ 103,451	R1/S5	47,670	151,120
Commercial Construction	Louis Garcia	TTCF	40	$ 121,451	R3/S1	53,025	174,475
Commercial Painting	Tarrie McBride	PDC	40	$ 88,451	R1/S1	43,171	131,621
	Rich Conrad	MCJ/TTCF	40	$ 136,451	R3/S5	57,487	193,938
	Jacob Martin		40	$ 104,951	R2/S1	48,116	153,067
	vacant		40	$ 136,451	R3/S5	57,487	193,938
Commercial Printing	Donald Lynn	NCCF	40	$ 125,201	R3/S2	54,140	179,341
	James Peterson	NCCF	40	$ 125,201	R3/S2	54,140	179,341
	Kevin Williams	NCCF	40	$ 104,951	R2/S1	48,116	153,067
Commercial Welding	Shawn Pamplin	PDC	40	$ 136,451	R3/S5	57,487	193,938
Computer Instructor	Colleen Barela	CRDF	40	$ 136,451	R3/S5	57,487	193,938
	Arnold Gamboa	MCJ	40	$ 88,451	R1/S1	43,171	131,621
	Laura Marquez	MCJ	40	$ 103,451	R1/S5	47,670	151,120
	Jeff Johansen	NCCF	40	$ 88,451	R1/S1	43,171	131,621
	Jeff Polonio	Mira Loma	40	$ 121,451	R3/S1	53,025	174,475
	vacant		40	$ 136,451	R3/S5	57,487	193,938
Culinary	William Zeko	NCCF	40	$ 119,951	R2/S5	52,579	172,529
	Veronika Delvaux	CRDF	40	$ 121,451	R3/S1	53,025	174,475
Custodial Building Maint	Michael Roberts	CRDF	40	$ 119,951	R2/S5	52,579	172,529
Landscape	Robert Reyes	Mira Loma	40	$ 116,201	R2/S4	51,463	167,663
Masonry	Kevin Kaplan	PDC	40	$ 108,701	R2/S2	49,232	157,932
Nursery	John Windsor	PDC	40	$ 119,951	R2/S5	52,579	172,529
Power Sewing	Ruben Acuna	NCCF	40	$ 88,451	R1/S1	43,171	131,621
	Ragina Cox	CRDF	40	$ 128,951	R3/S3	55,256	184,207
Sign Shop/Graphics	*vacant*		40	$ 136,451	R3/S5	57,487	193,938
Telecommunications	Francine Ballard	TTCF/CRDF	40	$ 103,451	R1/S5	47,670	151,120
Woodworking	Mark Williams	PDC	40	$ 119,951	R2/S5	52,579	172,529

LA WORKS OPERATIONAL PLAN
for LASD VOCATIONAL PROGRAM
18 Month Budget

Vocation	Name	Facility	Hrs/wk	Proposed Salary	Salary Range/ Step	Fringe Benefits	Total Personnel
GED/LIFE SKILLS POSITIONS							
GED Instructors	*vacant*	TTCF/MCJ	40	$ 129,569	R5/S5	55,440	185,008
	vacant	TTCF/MCJ	40	$ 129,569	R5/S5	55,440	185,008
	vacant	CRDF	40	$ 129,569	R5/S5	55,440	185,008
	vacant	PDC	40	$ 129,569	R5/S5	55,440	185,008
	vacant	PDC	40	$ 129,569	R5/S5	55,440	185,008
GED Instructional Aides	*vacant*	MCJ	40	$ 54,152	R7/S5	32,401	86,553
	vacant	PDC	40	$ 54,152	R7/S5	32,401	86,553
	vacant	PDC	40	$ 54,152	R7/S5	32,401	86,553
	vacant	PDC	40	$ 54,152	R7/S5	32,401	86,553
	vacant	NCCF	40	$ 54,152	R7/S5	32,401	86,553
Life Skills Instructors	*James Beard*		40	$ 139,298	R6/S5	58,334	197,632
	Johnny Duran		40	$ 139,298	R6/S5	58,334	197,632
	Liz Curtis		40	$ 139,298	R6/S5	58,334	197,632
SUPPORT STAFF POSITIONS							
Project Manager			40	$ 138,870		58,207	197,077
Prgm Dev Specialist			40	$ 133,200		56,520	189,720
HR Specialist			40	$ 92,154		44,309	136,463
Accountant			40	$ 89,208		43,409	132,617
Program Assistant II			40	$ 65,754		36,044	101,798
				5,591,537		2,504,518	8,096,055

Instructor Salaries & Benefits	7,338,379
Support Staff Salaries & Benefits	757,675
Educational Services	959,100
Earned Unused vacation, sick, holiday time at 15 days per employee	215,059
Administrative Facilities and Office	484,000
SUBTOTAL	9,754,214
*15% Management Fee	1,463,132
***Total	11,217,346

5/18/2011

LA WORKS OPERATIONAL PLAN

LASD Classroom/Educational and Admin/Facilities/Office Proposed Expenses

ADMINISTRATIVE OFFICE FACILITIES

			18 months	monthly	
Legal			30,000	1,667	
Audit and other professional services			37,500	2,083	
Travel and Conferences			18,000	1,000	
Mileage			4,500	250	
Dues and Membership			7,500	417	
Home office Facilities/Rent	$9000/mo		162,000	9,000	
Copier			18,000	1,000	
Phones			10,000	556	
Home Office Desk and other Equip		one time	25,000		
Advertisement		one time	10,000	556	
Insurances Property, Auto, etc			25,000	1,389	
Computers, printers, wiring, maint, etc		one time	18,750		
Staff Computers/Software/Printer/Scan/Fax $1,500 per instructor		one time	90,000		
DVD Player and Monitor/Cart $500 p/class		one time	27,750		
TOTAL ADMINSTRATIVE, FACILITIES AND OFFICE			**484,000**	**17,917**	

EDUCATIONAL SERVICES

Student Computer/ Operating Software/Printers	$1,500 per student	one time	486,450		
On-going Instructional Material/Supplies			76,500	4,250	
Classroom/Shop Textbooks		one time	96,000		
Software		one time	7,500		
On Going Classroom Costs Annually (After 1st year start up) - Classroom needs, copiers, computer maintenance, telephones		6monts after first 12 months	55,500	9,250	
GED Testing Services - to be provided by LA WORKS	$2,100 for 6 at 5 facilities plus $265 per each additional assumption 8 a month or $2,365/mo		237,150	13,175	
TOTAL EDUCATIONAL SERVICES			**959,100**	**26,675**	
Total			**1,443,100**	**44,592**	**1,487,692**
			18 months	month to month	24 months

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

EXHIBIT E1

CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

AND

EXHIBIT E2

CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

AND

EXHIBIT E3

CONTRACTOR'S ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

Contractor Name _____ Agreement No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Agreement. 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 Agreement.

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 Agreement. 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 Agreement 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 Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles in jail facilities 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 Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment 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.

CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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 Agreement 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 Agreement. 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 Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I acknowledge that violation of this Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

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

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

Contractor Name _____ Agreement No._____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGMENT:

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

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 Agreement. 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 Agreement 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 Agreement.

CONFIDENTIALITY AGREEMENT:

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

CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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 Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all 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 Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I acknowledge that violation of this Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR'S ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

Contractor Name _____ Agreement No._____

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's Acknowledgment, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGMENT:

Contractor understands and agrees that the Contractor employees, consultants, outsourced vendors, subcontractors, and independent contractors (collectively herein 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 Agreement.

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 Agreement. 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 in jail facilities 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 Contractor's Acknowledgment, Confidentiality, and Copyright Assignment Agreement as a condition of Work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above-referenced Agreement 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 the County Project Manager.

CONTRACTOR ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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 Contractor's Acknowledgment, Confidentiality, and Copyright Assignment 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 Contractor's Acknowledgment, Confidentiality, and Copyright Assignment Agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

CONTRACTOR ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

CONTRACT DISCREPANCY REPORT

EXHIBIT F

CONTRACT DISCREPANCY REPORT

TO:

FROM:

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

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

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

2.203.060 Enforcement and Remedies.

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

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

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

2.203.070. Exceptions.

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

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

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

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

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

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

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

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

2.203.090. Severability.

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

EXHIBIT H

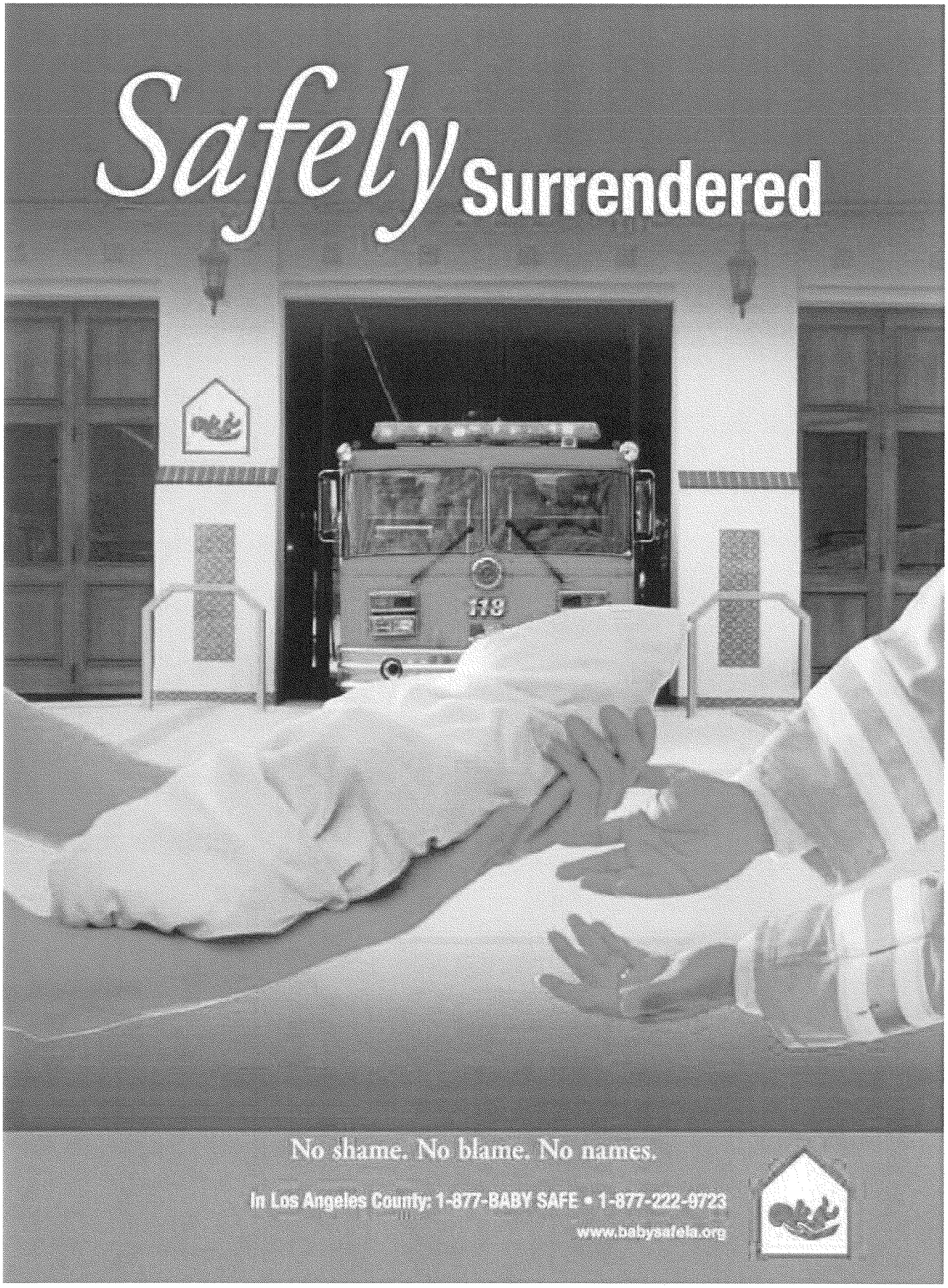

Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT H

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.

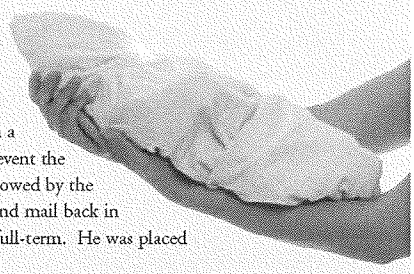
What happens to the parent or surrendering adult?

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 H

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.

EXHIBIT I

Defaulted Property Tax Reduction Program Ordinance

Title 2 ADMINISTRATION
Chapter 2.206.010 through 2.206.080
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:
A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County

Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth 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
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For 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; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT J

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

EXHIBIT J

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number: Email address:		
Solicitation/Contract For: TEMPORARY PERSONNEL SERVICES		

Contractor certifies that:

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

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

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

- OR -

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

_____

_____

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

Print Name:	Title:
Signature:	Date:

Date: _____

EXHIBIT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

CERITICATION	YES	NO
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 contact, 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.	( )	( )

_____ _____
Signature Date

_____
Name and Title (please type or print)

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

LEROY D. BACA, SHERIFF

April 9, 2013

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

Dear Supervisors:

ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO AGREEMENT NUMBER 77568 WITH HUMAN SERVICES CONSORTIUM OF THE EAST SAN GABRIEL VALLEY DOING BUISNESS AS LA WORKS

SUBJECT

This letter provides advance notification to the Board that the Los Angeles County Sheriff's Department (Department) intends to enter into a Sole Source Amendment to Agreement Number 77568 (Agreement) with Human Services Consortium of the East San Gabriel Valley doing business as LA Works (LA Works) to extend the Term of the Agreement for up to an additional six months. The cost for the extension is estimated not to exceed $600,000 monthly. Funds will be allocated from the Inmate Welfare Fund. Approval of this Amendment will allow the Department to continue providing uninterrupted vocational education services to the inmate population while the Department develops a competitive solicitation for the services.

PURPOSE

The purpose of the recommended action is to allow the Department to maintain its current services to the inmate population by providing inmates access to vocational and life skills education classes (Services) while incarcerated. Currently, the Department is in the process of developing a competitive solicitation for Services. It is anticipated the solicitation process could take several months and will likely exceed the expiration date of the current Agreement with LA Works, which is June 27, 2013.

BACKGROUND

The Department's Offender Services Bureau is tasked with providing educational programs to Los Angeles County's (County) inmate population of approximately 17,000 inmates throughout seven of the Department's custody facilities. Additionally, Title 15 of the California Code of Regulations, Section 1061, Inmate Education Plan mandates the Department provide voluntary academic and/or vocational education for inmates.

On June 28, 2011, the Board approved a Sole Source Agreement with LA Works for Title 15 mandated Services and General Education Development (GED) preparation and testing services. The Agreement was procured on a sole-source emergent basis when prior Agreement Number 64794 with Hacienda La Puente Unified School District (HLPUSD) was terminated on August 15, 2011. Like LA Works, the HLPUSD provided both Title 15 mandated academic education courses as well as Services. The LA Works Agreement allowed the Department to remain compliant with its mandate under Title 15. The Agreement expires June 27, 2013.

In anticipation of the Agreement expiration, the Department engaged in a long-term strategy to continue providing Title 15 mandated academic education courses and/or Services. The strategy includes the following:

- Continue to qualify education contractors under a zero cost solicitation model to provide Title 15 academic courses and/or Services.

  On July 31, 2012, the Board approved a zero-cost model Memorandum of Understanding (MOU) and authorized the Department to qualify various contractors to provide Title 15-mandated educational courses, and/or Services to adult offenders in the County Jails. Costs for these services are paid for utilizing the State's Average Daily Attendance (ADA) subsidy provided to school districts, charter schools, and other qualified education providers. To date, the Department has executed MOUs with several qualified contractors to provide these zero cost services; however, none have offered to provide Services under the zero cost model. The services currently being provided are High School Diploma, GED preparation and testing, English as a Second Language, Job Development, technology, and basic literacy instruction.

- Develop an Invitation for Bids (IFB) to obtain fee-for-service Services for inmates from qualified service providers.

  The costs incurred for this program will be paid for from the Inmate Welfare Fund. The LA Works Agreement will expire concurrent with the execution of new vocational and life skills agreements.

- Develop a Request for Statements of Interest (RFSI) from qualified private and public entities to provide zero cost, non-traditional Services, as well as community reentry services to inmates.

  Potential providers are required to provide the Department with a program description, operational plan, and course syllabus (if applicable), and demonstrate they have secured sufficient outside funding (i.e., public grants, private donations, and other sources) to execute their program. The Department will reserve its exclusive right to determine the efficacy of any non-traditional program offered in the County jail.

SOLE SOURCE JUSTIFICATION

The subject Agreement was procured on a sole source emergent basis. The Department believes it to be in the County's best interest to maintain the current Services offered by LA Works while the Department completes the IFB solicitation process for long-term Services.

Pursuant to Board policy, the Department will proceed with the Sole Source Amendment in two weeks, unless otherwise instructed by the Board. Should additional information be required, your staff may contact Angelo Faiella at (323) 526-5183.

Sincerely,

LEROY D. BACA
SHERIFF