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

LEROY D. BACA, SHERIFF

A Tradition of Service

July 31, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
45 July 31, 2012
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:

APPROVAL OF MODEL MEMORANDUM OF UNDERSTANDING FOR EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking Board approval for a Model Memorandum of Understanding (MOU) for Education Services for Adult Offenders (Education Services) in the Los Angeles County Jail system (Jail). Instructors' salaries and benefits, administrative costs, and all other costs associated with a contractor's provision of education services shall be borne by the contractor and may be offset through outside funding (i.e., Average Daily Attendance reimbursement, independent grant funding, or by direct funding from the contractor).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Model MOU for Education Services in the Jails for a five-year term plus options to extend for three additional one-year periods for a total term not to exceed eight years.

2. Delegate authority to the Sheriff to execute MOU's substantially similar to the attached Model MOU with qualified contractors, at no cost to Los Angeles County (County), commencing upon execution by the Sheriff and terminating five years from the date of approval of the Model MOU by your Board with three additional one-year option periods.

3. Delegate authority to the Sheriff to: 1) execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; 2) modify the MOU within the

conditions specified in the MOU, including to execute any of the extension options above if it is in the best interest of the County; 3) and to include new or revised standard County contract provisions, including all applicable documents adopted by your Board during the term of the MOU.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval will authorize the Sheriff to establish MOU's with various qualified contractors to provide the Department with Education Services in the Jails.

The Department is seeking to contract with school districts, K-12 education institutions, adult education institutions, charter schools, County offices of education, career and technical colleges, community colleges, universities, and other educational institutions that can provide education courses. These courses will include, but not limited to, literacy, English as a Second Language, adult basic education, life skills, vocational training, high school level courses, high school diploma, and community college courses, to inmates in the Jails.

The goals of the Department's inmate education program are to improve the quality of life of participating inmates, increase safety in the Jails through education, and reduce recidivism. On any given day, there are approximately 18,000 inmates in the Jails. The average age of these inmates is 34. Of these inmates, approximately 51 percent do not have a high school diploma. Roughly, 12 percent are classified as English Language Learners. Nearly 32 percent of the current population (approximately 4,800 inmates) are interested in continuing their education while incarcerated. 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 in the programs.

The proposed Education Services are intended to motivate inmates to increase their level of education, teach practical life skills, and teach a trade or marketable job skill, which facilitates the transition of offenders back to their communities.

The Education Services were previously provided by the Hacienda La Puente Unified School District (HLPUSD), Agreement Number 64794 (Agreement). On May 10, 2011, your Board approved the request to terminate the Agreement with HLPUSD. On May 17, 2011, the Department provided a 90-day advance written notification to HLPUSD to terminate the Agreement and it was terminated on August 15, 2011.

The Education Services are currently provided by LA Works under Agreement Number 77568, at a cost of $14,925,826 for an initial term of 18-months. The initial term will expire on December 31, 2012. In addition, the Department had delegated authority to execute a six month option through June 27, 2013.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The Department will not provide funding to the education providers for this education program. The instructors' salaries and benefits, administrative costs, and other associated costs shall be offset through outside funding. There is no additional Departmental funded staffing required for this program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Title 15 of the California Code of Regulations, Section 1061 (Title 15) states the facility administrator of any Type II or III facility shall plan and shall request of appropriate public officials an inmate education program. When such services are not made available by the appropriate public officials, then the facility administrator shall develop and implement an education program with available resources. Such a plan shall provide for the voluntary academic and/or vocational education of both sentenced and non-sentenced inmates. Reasonable criteria eligibility shall be established and an inmate may be excluded or removed from any class based on sound security practices or failure to abide by facility rules and regulations.

Under the MOU, the contractor will provide academic, vocational, and/or life skills programs to inmates in the Jails. The contractor shall provide all required education services at no cost to the County. The Department will provide agreed-upon equipment and supplies for use by the contractor during the term of the MOU, which will be funded through the Department's Inmate Welfare Fund.

The MOU provides for mutual indemnification and contains the County's standard contract provisions. Either party may terminate the MOU with or without cause by giving not less than 60 calendar days advance written notice to the other party.

County Counsel has reviewed and approved the attached MOU as to form.

CONTRACTING PROCESS

On June 19, 2012, the Department issued a Request for Statement of Interest (RFSI) for Education Services for in the Jails. The Department posted the RFSI on the County and Department's websites with an initial closing date of July 10, 2012. The solicitation will remain open until the needs of the Department are met. Upon your Board's approval, the Sheriff intends to execute the MOU's with all qualified contractors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

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

CONCLUSION

Upon approval by your Board, please return two adopted copies of this action to the Department's Contracts Unit. Should any additional information be required, please contact Contracts Manager Angelo Faiella at (323) 526-5183.

Sincerely,

LEROY D. BACA
Sheriff

LDB:BJ:bj

Enclosures

MODEL

MEMORANDUM OF UNDERSTANDING

FOR

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[ ]

MEMORANDUM OF UNDERSTANDING
FOR
EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS
]

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EXHIBIT H Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement

MEMORANDUM OF UNDERSTANDING
FOR
EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2012, by and between the County of Los Angeles ("County") and [ ] ("Contractor") for Education Services for Adult Offenders in Los Angeles County Jails.

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

(b) Whereas, County, through the Department, desires to enter into this MOU for the provision of inmate education services in the County jails; and

(c) Whereas, the Department does not employ qualified personnel to provide the desired inmate education services; and

(d) Whereas, Contractor represents that it possesses the necessary skills, knowledge, and competence to provide inmate education services in the County jails; and

(e) Whereas, this MOU is authorized pursuant to California Government Code Sections 31000 and 23015 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, County and Contractor agree as follows:

1.0 SCOPE OF SERVICES

1.1 Contractor shall provide education services to inmates in County jails as required in this MOU, including Exhibit A (Statement of Work).

1.2 Contractor agrees to provide any or all academic, vocational and life skills programs listed in Exhibit B (Academic, Vocational and Life Skills

Programs) of this MOU to inmates incarcerated in County jails listed in Exhibit C (County Jail Facilities) of this MOU.

1.3 Contractor shall fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as required herein.

1.4 Contractor shall provide all education services required herein at no cost to County. County will not provide funding to Contractor in exchange for the education services. All instructor salaries and benefits, administrative costs, and all other costs associated with providing the education services shall be borne by Contractor and may be offset through outside funding (i.e. Average Daily Attendance reimbursement, independent grant funding, direct funding from Contractor).

2.0 ADMINISTRATION OF MOU-COUNTY

2.1 The County Program Manager for this MOU shall be:

Karen Dalton, Director
Inmate Services Bureau
450 Bauchet Street, Room S2125
Los Angeles, California 90012
Phone (213) 893-5882
Fax (323) 415-6576
Email: ksdalton@lasd.org

2.2 Responsibilities of the County Program Manager include but are not limited to:

2.2.1 Overseeing the day-to-day administration of this MOU; and

2.2.2 Acting as central point of contact with County; and

2.2.3 Ensuring that the objectives of this MOU are met; and

2.2.4 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements; and

2.2.5 Meeting with the Contractor Program Manager on a regular basis; and

2.2.6 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

2.3 County shall notify Contractor in writing of any change in the County Program Manager.

3.0 ADMINISTRATION OF MOU-CONTRACTOR

3.1 The Contractor Program Manager for this MOU shall be:

CONTRACTOR INFO
ADDRESS
TELEPHONE
FAX
EMAIL

3.2 Responsibilities of the Contractor Program Manager include but are not limited to:

3.2.1 Overseeing the day-to-day activities of this MOU; and

3.2.2 Ensuring Contractor's performance of all work required under this MOU; and

3.2.3 Ensuring Contractor's compliance with all terms and conditions of this MOU; and

3.2.4 Meeting with County Program Manager on a regular basis.

3.3 County shall notify Contractor in writing of any change in the Contractor Program Manager.

4.0 TERM

The term of this MOU shall commence upon execution by the Sheriff of Los Angeles County and shall terminate [five years from the date of approval by the Board of Supervisors], unless sooner terminated or extended in whole or in part as provided for herein, plus options to extend for three additional one-year periods, for a total term not to exceed eight years.

5.0 TERMINATION

5.1 Either party may terminate this MOU with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.

5.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

6.1 At any time prior to or during the term of this MOU, all Contractor staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under this MOU shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this MOU. 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.

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

6.3 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.

6.4 Disqualification of any member of Contractor's staff pursuant to this Section 6.0 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this MOU.

6.5 The background check shall commence with a review and screening of all applicant's Application for Access to Custody Facilities form, attached as Exhibit D to this MOU, and a check of law enforcement records.

7.0 CONFIDENTIALITY

7.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

7.3 Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this MOU.

7.4 Contractor and all Contractor employees performing services under this MOU shall adhere to the terms and conditions specified in Exhibit H (Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement) of this MOU. Contractor shall deliver Exhibit H

forms executed by all Contractor employees performing services under this MOU prior to such employees performing services under this MOU.

8.0 INDEMNIFICATION

8.1 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 MOU.

8.2 County shall indemnify, defend, and hold harmless Contractor, 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 County's acts and/or omissions arising from and/or relating to this MOU.

9.0 INSURANCE

9.1 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 9.1 (General Provisions for All Insurance Coverage) and 9.2 (Insurance Coverage) of this MOU. 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 MOU. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this MOU.

9.1.1 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 MOU.

- Renewal Certificates shall be provided to County not less than ten (10) calendar 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 MOU 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 MOU. 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 MOU, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

The County of Los Angeles, its Special Districts, elected officials, officers, agents, employees and volunteers (collectively herein "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.

9.1.3 **Cancellation of or Changes in Insurance**

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

9.1.4 **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 MOU, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this MOU. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

9.1.5 **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.

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

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

9.1.7 **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 MOU. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9.1.8 **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.

9.1.9 **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.

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

9.1.11 **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.

9.1.12 **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.

9.1.13 **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.

9.1.14 **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.

9.2 Insurance Coverage

9.2.1 **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

9.2.2 **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 MOU, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

9.2.3 **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) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

9.2.4 **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

9.2.5 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this MOU 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 MOU's expiration, termination or cancellation.

10.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

10.1 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 MOU. 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.

10.2 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.

10.3 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.

11.0 NOTICES

11.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this MOU shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

11.2 Notices to County shall be addressed as follows:

Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
450 Bauchet Street, Room S2125
Los Angeles, California 90012
Attention: Karen Dalton, Director

With a copy to:

Los Angeles County Sheriff's Department
Assistant Director, Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754

11.3 Notices to Contractor shall be addressed as follows:

CONTRACTOR INFO
NAME
ADDRESS
FAX
EMAIL

12.0 STANDARD TERMS AND CONDITIONS

12.1 AMENDMENTS

All changes, modifications, or amendments to this MOU must be in the form of a written Amendment duly executed by authorized personnel of County and Contractor.

12.2 ASSIGNMENT AND DELEGATION

A party shall not assign its rights, or otherwise delegate its duties under this MOU, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

12.3 AUTHORIZATION WARRANTY

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

12.4 COMPLIANCE WITH APPLICABLE LAWS

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

12.4.2 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, Students, 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

Sub-section 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.

12.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

12.5.1 This MOU is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, attached as Exhibit F (Jury Service Ordinance and Certification Form and Application for Exception) of this MOU.

12.5.2 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service. If Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Contractor must so indicate in the Certification Form and Application for Exception, attached as Exhibit F (Jury Service Ordinance and Certification From and Application for Exception) of this MOU, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if

applicable. Upon reviewing Contractor's application, County will determine, in its sole discretion, whether Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County's decision will be final.

12.5.3 For purposes of this Section, "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: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this MOU, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this MOU.

12.5.4 If Contractor is not required to comply with the Jury Service Program when this MOU 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 this MOU and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

12.5.5 Contractor's violation of this Section of this MOU may constitute a material breach of this MOU. In the event of such material

breach, County may, in its sole discretion, terminate this MOU and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

12.6 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 MOU to perform the services set forth herein, Contractor shall give 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 MOU.

12.7 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this MOU, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

12.8 CONTRACTOR RESPONSIBILITY AND DEBARMENT

12.8.1 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 MOU. It is the County's policy to conduct business only with responsible Universities.

12.8.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of the Contractor on this MOU or other agreements, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this MOU, debar Contractor from bidding or proposing, or being awarded, and/or performing work on County agreements for a

specified period of time, which generally will not exceed five years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements, and terminate any or all existing agreements the Contractor may have with County.

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

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

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

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

12.8.7 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 years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

12.8.9 These terms shall also apply to subcontractors of Contractor.

12.9 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the 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, attached as Exhibit E (Safely Surrendered Baby Law) of this MOU.

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

12.10.1 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.

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

12.11 COUNTY LOBBYISTS

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor, any

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

12.12 COUNTY'S QUALITY ASSURANCE PLAN

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

12.13 GOVERNING LAW, JURISDICTION, AND VENUE

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

12.14 INDEPENDENT CONTRACTOR STATUS

12.14.1 This MOU 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.

12.14.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOU 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.

12.14.3 Contractor understands and agrees that all persons performing work pursuant to this MOU are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this MOU.

12.15 NONDISCRIMINATION AND AFFIRMATIVE ACTION

12.15.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

12.15.2 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, 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.

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

12.15.4 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be

otherwise subjected to discrimination under this MOU or under any project, program, or activity supported by this MOU.

12.15.5 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by County.

12.15.6 If County finds that any provisions of this Section have been violated, such violation shall constitute a material breach of this MOU upon which County may terminate or suspend this MOU. While County reserves the right to determine independently that the anti-discrimination provisions of this MOU have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this MOU.

12.15.7 The parties agree that in the event Contractor violates any of the anti discrimination provisions of this MOU, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this MOU.

12.16 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME 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.

12.17 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor 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 E (Safely Surrendered Baby Law) of this MOU and also available on the internet at www.babysafela.org for printing purposes.

12.18 RECYCLED-CONTENT BOND PAPER

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

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

12.19.1 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.

12.19.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the MOU to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this MOU 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).

12.19.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 12.19 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this MOU. Without limiting the rights and remedies available to County under any other provision of this MOU, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be

grounds upon which County may terminate this MOU pursuant to Section 12.21 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 12.19 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this MOU shall constitute a default by Contractor under this MOU. Without limiting the rights and remedies available to County under any other provision of this MOU, failure by Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this MOU and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

12.21.1 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.

12.21.2 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 MOU will maintain compliance, with Los Angeles County Code Chapter 2.206.

12.22 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 Section 12.21 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this MOU. Without limiting the rights and remedies available to County under any other provision of this MOU, failure of Contractor to cure such default

within ten (10) calendar days of notice shall be grounds upon which County may terminate this MOU and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

12.23 TERMINATION FOR DEFAULT

12.23.1 County may, by written notice to Contractor, terminate the whole or any part of this MOU, if, in the judgment of County's Program Manager:

- Contractor has materially breached this MOU; or

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

12.23.2 In the event that County terminates this MOU in whole or in part as provided in Sub-section 12.23.1, 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 MOU to the extent not terminated under the provisions of this Sub-section.

12.23.3 If, after County has given notice of termination under the provisions of this Section 12.23 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 12.23 (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 Section 12.24 (Termination for Convenience) of this MOU.

12.23.4 The rights and remedies of County provided in this Section 12.23 (Termination for Default) shall not be exclusive and are in addition

to any other rights and remedies provided by law or under this MOU.

12.24 TERMINATION FOR CONVENIENCE

12.24.1 Termination for Convenience

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

12.24.2 No Prejudice; Sole Remedy

Nothing in this Section 12.24 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this MOU and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Sub-section 12.24.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 12.24 (Termination for Convenience) by County.

12.25 TERMINATION FOR IMPROPER CONSIDERATION

12.25.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this MOU 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 MOU or securing favorable treatment with respect to the award, amendment or extension of the MOU or the making of any determinations with respect to the Contractor's performance pursuant to this MOU. 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.

12.25.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

12.26 VALIDITY

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

12.27 WAIVER

No waiver by the parties of any breach of any provision of this MOU shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this MOU shall not be construed as a waiver thereof.

13.0 ENTIRE MOU

This MOU, including Exhibits A, B, C, D, E, F, G, and H, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this MOU. No change to this MOU shall be valid unless prepared pursuant to Section 12.1 (Amendments) of this MOU and signed by both parties.

MEMORANDUM OF UNDERSTANDING
FOR
EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS

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

COUNTY OF LOS ANGELES

By _____
Leroy D. Baca, Sheriff

Date _____

CONTRACTOR

By _____

Date _____

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By _____
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

STATEMENT OF WORK

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

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STATEMENT OF WORK

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

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

1.0 GENERAL SCOPE OF WORK

1.1 Contractor shall develop, offer, facilitate, and provide, at no cost to County, one (1) or more academic, vocational, life skills, General Education Development ("GED") programs, or community college courses to inmates incarcerated in County jail facilities. These classes may include an online instructional model. Such programs shall be provided by qualified credentialed instructors and shall be subject to approval by the Los Angeles County Sheriff's Department ("Department").

1.2 The Department reserves the right to (1) add and delete programs and/or (2) add and delete the number of instructors and/or (3) add or delete County jail facilities during the term of the MOU.

1.3 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.

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

2.0 ACADEMIC PROGRAMS

Contractor shall provide instructor(s) in the academic programs as listed in Exhibit B (Academic, Vocational and Life Skills Programs) of the MOU. Instructors shall provide instruction and supervision of inmates at one or more of the jail facilities listed on Exhibit C (County Jail Facilities) of the MOU.

3.0 VOCATIONAL PROGRAMS

Contractor shall provide instructor(s) in the vocational programs as listed in Exhibit B (Academic, Vocational and Life Skills Programs) of the MOU. Instructors shall provide instruction and supervision of inmates at one or more of the jail facilities listed on Exhibit C (County Jail Facilities) of the MOU.

4.0 LIFE SKILLS PROGRAMS

Contractor shall provide instructor(s) in the life skills programs as listed in Exhibit B (Academic, Vocational and Life Skills Programs) of the MOU. Instructors shall provide instruction and supervision of inmates at one or more of the jail facilities listed on Exhibit C (County Jail Facilities) of the MOU.

5.0 CONTRACTOR'S RESPONSIBILITIES

5.1 Contractor's employees shall comply with current Department custody facility entry requirements prior to entrance into a County jail facility, which may include the exchange of a government-issued identification card for a custody facility pass. Passes shall be displayed at all times. Any lost or stolen passes must be immediately reported by Contractor's employees to the Contractor Program Manager and the concerned on-duty Watch Commander. Contractor Program Manager shall provide telephonic or in person notification to County Program Manager of any lost or stolen pass as soon as feasible. Telephone notification shall be followed within twenty-four (24) hours via confirming email to County Program 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.

5.2 Each of Contractor's employees performing services shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services, in accordance with Section 6.0 (Background and Security Investigations) of the MOU.

5.3 Contractor and all Contractor employees performing services shall acknowledge and adhere to all County and Department policies, procedures, and regulations while performing work. County Program Manager or designee will provide County and Department policies, procedures, and regulations to Contractor during custody orientation.

5.4 Contractor and all Contractor employees performing services shall adhere to the terms and conditions specified in Exhibit H (Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement), in accordance with Section 7.0 (Confidentiality) of the MOU.

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

5.6 Contractor shall prepare reports, correspondence, and other documents in Microsoft Word unless specified by County Program Manager.

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

5.8 All instructors must possess a current California teaching credential. Contractor shall ensure that all instructors performing services have the appropriate credentials in the subject matter they are teaching.

5.9 Contractor shall provide a copy of the appropriate California teaching credential for each instructor to County Program Manager prior to instructors providing services under this MOU.

5.10 Contractor shall work collaboratively with existing inmate programs offered in County jail facilities. Contractor shall work with Department Inmates Programs Unit (IPU) to schedule the delivery of services.

6.0 CONTRACTOR'S PERSONNEL REQUIREMENTS

6.1 Contractor understands and agrees that all personnel performing services on behalf of Contractor shall be Contractor's sole responsibility. All Contractor personnel shall rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of the personnel's performance of services.

6.2 Contractor shall endeavor to assure continuity of all personnel performing services during the term of this MOU. In the event Contractor should desire to remove any personnel performing services, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not feasible (i.e. removal for cause or egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure program continuity.

6.3 Contractor shall promptly fill any vacancy in Contractor personnel with individuals meeting the qualifications required herein.

6.4 All personnel employed by Contractor to perform services shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States and the State of California.

6.5 All personnel employed by Contractor to perform services shall be paid in accordance with the policies, rules, and regulations of Contractor applicable to such employment.

6.6 The employment conditions and rules related to Contractor's personnel shall be maintained in accordance with the usual standards for other classes maintained by Contractor and such standards and personnel procedures as may be specifically determined upon mutual agreement of the parties to meet the particular conditions existing at County jail facilities.

6.7 Contractor Employee Roster

6.7.1 Contractor shall submit to County Program Manager a current employee roster, including all Contractor employees that are required to enter County jail facilities to perform services. 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 County jail facilities.

6.7.2 Contractor shall immediately notify County Program Manager regarding any employee, discharge, or termination of employment, in order that they may be removed from the County jail facility access roster. Contractor notifications regarding any such action shall be submitted verbally (within 24 hours), followed by written notification (within five (5) business days).

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

6.7.4 Violation of the above procedures may result in loss of Contractor employees' security clearance to enter County jail facilities.

6.8 Custody Ethical Conduct Training and Orientation

6.8.1 All Contractor employees shall attend no less than two (2) hours of Contractor provided ethical conduct training prior to Contractor providing services under this MOU. The ethical conduct training is intended to raise Contractor's employees' awareness of the common temptations associated with working an assignment of special trust, such as inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting.

6.8.2 Contractor may seek to partner with an outside organization to meet the two (2) hour ethical conduct training requirement; however, the training provider must be pre-approved, in writing, by the County Program Manager. Contractor shall bear all costs associated with

providing the aforementioned two (2) hour ethical conduct training as described in this Section and Section 6.8.1.

6.8.3 Contractor shall maintain ethical conduct training class rosters and training completion certifications as evidence of employee attendance at training. Copies shall be provided to County Program Manager for those employees who have attended the ethical conduct training.

6.8.4 The Department shall provide four (4) hours of custody orientation that all Contractor employees must attend prior to performing services under this MOU.

7.0 PROHIBITION AGAINST FRATERNIZING

Contractor and its employees performing services shall not fraternize with inmates and/or detainees held in County jail facilities.

8.0 DAYS AND HOURS OF OPERATION

8.1 Contractor's instructors will generally work in three (3) hour increments, up to six (6) hours per day, and up to 30 hours per week, Monday through Friday, excluding County approved holidays. Work hours may vary from 7:00 am through 8:00 pm.

8.2 Considering that the education setting is in a custody environment, Contractor's instructors may encounter "lock downs" or other circumstances preventing instructors from providing classroom instruction. Should a "lock down" or other similar circumstance prevent Contractor's instructors from providing classroom instruction, instructors may prepare the next day's curriculum or similar work while inside the County jail facility. If instructors are turned away due to "lock downs" or other circumstances, instructors shall return to their district of residence (or school of residence).

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

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

9.1.1 Access to space to implement the various required programs.

9.1.2 Equipment necessary and agreed upon by Contractor and County Program Manager or designee, to operate the various required programs.

- Copiers

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

9.1.3 Access to the following as agreed upon by Contractor and County Program Manager or designee, to provide required programs:

- Televisions
- Media players
- Other technology

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

10.0 QUARTERLY STATUS REPORT

Contractor shall provide to County Program Manager a written quarterly status report of the progress of the Education Services for Adult Offenders in Los Angeles County Jails, and any other information County Program Manager may from time to time reasonably request. The report shall include a daily roster of inmate enrollment in Contractor provided courses. The report due date shall be provided to Contractor by County Program Manager.

11.0 QUALITY CONTROL

Contractor shall provide a copy of the Contractor's Quality Control plan to assure County a consistently high level of service throughout the term of the MOU that meets or exceeds all requirements, including policies and procedures for all staff. The Contractor's Quality Control Plan shall be submitted to County Program Manager or designee for review ten (10) business days after the effective date of this MOU. In the event that requirements and/or policies and procedures change during the term of the MOU, Contractor shall update the Contractor Quality Control Plan, and submit such updated plan to County Program Manager or designee within ten (10) business days of notification.

EXHIBIT B

ACADEMIC, VOCATIONAL AND

LIFE SKILLS PROGRAMS

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

EXHIBIT B

ACADEMIC, VOCATIONAL, AND LIFE SKILLS PROGRAMS

ACADEMIC PROGRAMS	NUMBER OF INSTRUCTORS
Academic	
High School Diploma (HSD)	
General Education Development (GED)	
Adult Basic Education (ABE)	
English Second Language (ESL)	
Community College Courses	
VOCATIONAL PROGRAMS	
Animal Grooming	
Art	
Auto Body/Detailing	
Bicycle/Mobility Repair	
Commercial Construction	
Commercial Painting	
Commercial Printing	
Commercial Welding	
Culinary Arts	
Custodial/Building Maintenance	
Computers	
Forklift Operation	
Landscaping	
Masonry	
Nursery	
Power Sewing	
Sign Shop/Graphics	
Silk Screening	
Telecommunications	
Welding	
Wood Working	
LIFE SKILLS PROGRAMS	
Parenting	
Personal Relations	
Substance Abuse	

EXHIBIT C

COUNTY JAIL FACILITIES

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

COUNTY JAIL FACILITIES

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

Century Regional Detention Facility
11705 South Alameda Street
Lynwood, California 90262

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

Mira Loma
45100 N. 60th Street
Lancaster, California 93536

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

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

Pitchess Detention Center
North Facility
29320 The Old Road
Castaic, California 91384

Pitchess Detention Center
South Facility
29330 The Old Road
Castaic, California 91384

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

EXHIBIT D

ENTRY APPLICATION FOR

CUSTODY FACILITIES

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

EXHIBIT D

Application Number *(CSS Use Only)*

Los Angeles County Sheriff's Department

Application for Access to Custody Facilities

Date Received *(CSS Use Only)*

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

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

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

ANSWER EACH QUESTION

Have you ever used another name, nickname, moniker, or maiden name? ☐ No ☐ Yes (If yes, provide additional details below)

Have you ever used another date of birth? ☐ No ☐ Yes (If yes, provide additional details below)

Have you ever used another social security number or other identifying number? ☐ No ☐ Yes (If yes, provide additional details below)

Have you ever served in the military? ☐ No ☐ Yes (If yes, provide additional details below)

Have you ever been a member of a criminal organization or street gang? ☐ No ☐ Yes (If yes, provide additional details below)

Have you ever been acquainted with a member of a criminal organization or street gang? ☐ No ☐ Yes (If yes, provide additional details below)

Have you ever been arrested? ☐ No ☐ Yes (If yes, provide additional details below)

Have you ever been convicted of a misdemeanor or a felony? ☐ No ☐ Yes (If yes, provide additional details below)

Do you have a friend or relative who is currently incarcerated? ☐ No ☐ Yes (If yes, provide additional details below)

Have you ever previously applied for or been denied access to a custody facility? ☐ No ☐ Yes (If yes, provide additional details below)

PROVIDE ADDITIONAL DETAILS AS INDICATED

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

Applicant's Signature _____ Date _____

Application Number (CSS Use Only)

Los Angeles County Sheriff's Department

Application for Access to Custody Facilities

Date Received (CSS Use Only)

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

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

Applicant's Last Name	First Name	Middle Name	Suffix
Unit or Organization Requesting Access			
Reason For Request			
Unit or Organization Representative's Last Name	First Name	Relationship to Applicant	

Representative's Address	City	State	Zip Code

Representative's Phone Number	Alternate Phone Number	Email Address

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

Unit or Organization Representative's Signature _____ Date _____

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

CHECK ALL THAT APPLY
- ☐ All Facilities
- ☐ MCJ
- ☐ IRC
- ☐ TTCF
- ☐ Jail Ward
- ☐ CRDF

- ☐ All PDC
- ☐ NCCF
- ☐ North
- ☐ South
- ☐ East
- ☐ Mira Loma

CHECK ALL THAT APPLY
- ☐ Visiting
- ☐ Grounds
- ☐ Escort
- ☐ Non-Escort
- ☐ Employee
- ☐ Other:_____

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

SELECT ONE
- ☐ DMH
- ☐ Program
- ☐ Tour
- ☐ Vendor
- ☐ Volunteer
- ☐ Other:_____

SELECT ONE
- ☐ Routine
- ☐ Expedite
- ☐ Emergency
- ☐ Other:_____

SPECIFY

Date Required:_____

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

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

REVIEW AND DISPOSITION *(CSS USE ONLY)*

☐ Photocopy of DL/ID Received ☐ Fingerprints Submitted CII Number: _____

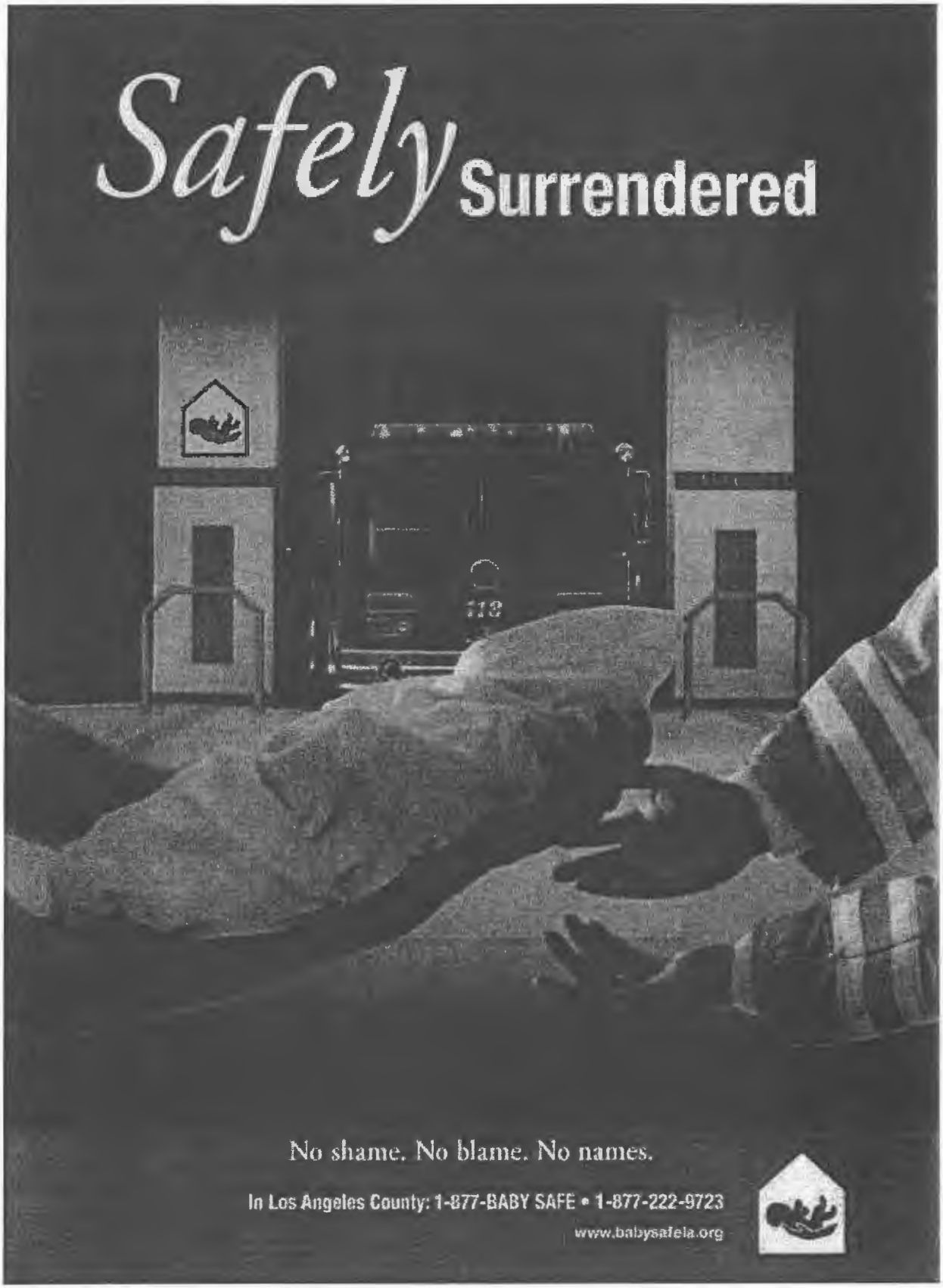
☐ Level 1 ☐ Level 2 ☐ Level 3 ☐ Other: _____ ☐ Approved ☐ Denied ☐ Comments: _____

CSS Division's Signature	Date		
CSS Supervisor's Signature	Date	Chief's Signature	Date
CSS Unit Commander's Signature	Date	Chief's Signature	Date

EXHIBIT E

SAFELY SURRENDERED BABY LAW

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS


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

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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?

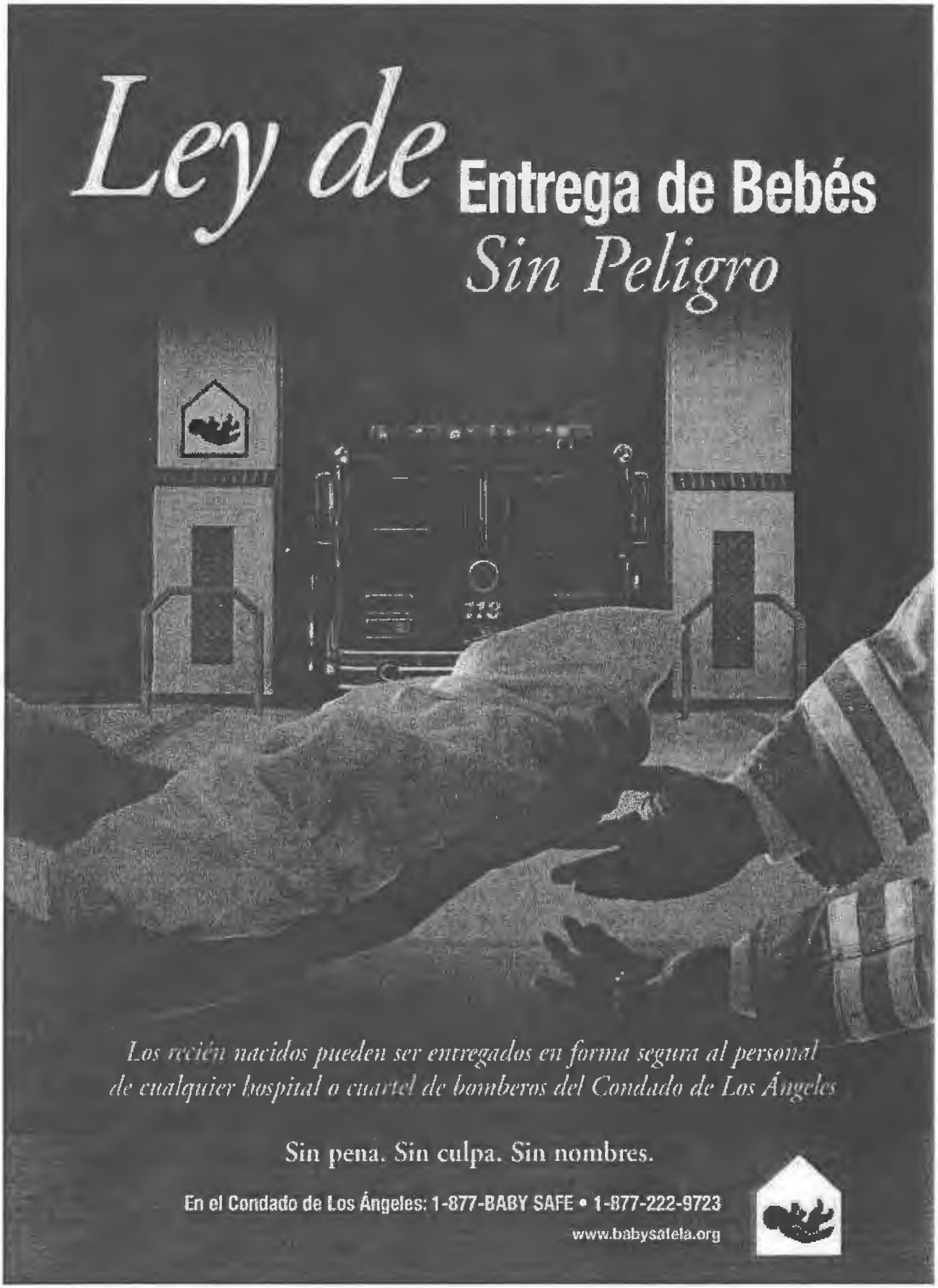
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 2, 2006, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
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?

[illegible]

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 2003, 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. Te 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 F

CONTRACTOR EMPLOYEE JURY SERVICE

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

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)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

This MOU is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. Upon review of the submitted form, the Sheriff's department will determine, in its sole discretion, whether Contractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "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.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

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:

EXHIBIT G

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

Title 2 ADMINISTRATION
Chapter 2.206
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.)

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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,

Title 2 ADMINISTRATION
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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.)

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

Contractor Name:		
Contractor Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	

Contractor certifies that:

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

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

Contractor agrees to comply with County's Defaulted Property Tax Reduction Program during the term of a County 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:

EXHIBIT H

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

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

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

Contractor Name _____ MOU No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Memorandum of Understanding (MOU) 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 MOU. 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 MOU.

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 MOU. 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 MOU 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 MOU and/or any future agreement.

CONFIDENTIALITY AGREEMENT:

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

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

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

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 MOU. 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.

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

I acknowledge that violation of this 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: _____