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

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 7, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

11 November 7, 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVAL OF AGREEMENT WITH HOMEBOY INDUSTRIES
(ALL DISTRICTS AFFECTED) (3 VOTES)

SUBJECT

This action is to request approval of an Agreement with Homeboy Industries to provide tattoo removal, job development, and re-entry services to high-risk/high-need probationers and at-risk individuals between the ages of 14 – 30 throughout the County of Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Chief Executive Officer or his designee to prepare, sign, and execute the Agreement with Homeboy Industries for $650,000, upon Board approval through June 30, 2013, using an agreement substantially similar to Attachment A, a format approved as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide funding to Homeboy Industries to prepare high-risk/high-need youth for progressively increased responsibility and freedom in the community, facilitate high-risk offender community interaction and involvement, enhance employment opportunities, and create an environment for positive community involvement.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness by improving the efficiency, quality, and responsiveness of County services to all residents. This Agreement will support the programs and services Homeboy Industries offers, which are assisting at-risk and formerly gang-involved youth to become positive and contributing members of society through job placement, training, and education.

FISCAL IMPACT/FINANCING

Sufficient funding for this Agreement is included in the Fiscal Year 2012-13 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code Section 26227, the Board of Supervisors may expend money to fund non-County programs that are deemed to be necessary to meet the social needs of its residents. This Agreement with Homeboy Industries meets the social needs of the County of Los Angeles residents by enabling young people to redirect their lives and provide them with hope for the future.

Homeboy Industries is a private, non-profit 501(c) 3 organization established in 2000 to address the needs of the community by providing:

- Individualized Strength and Needs Assessments
- Case Planning and Goal Setting
- Tattoo Removal
- Job Development
- Employment / Vocational Retention Support
- Mental Health
- Legal Services
- Job Readiness Curriculum

The allocation to Homeboy Industries shall be used for the direct support of social service programs offered to self-referred participants, County-referred probationers, and anyone at risk for removal from the community or returning to the County camps, halls or jails between the ages of 14 – 30. The following are examples of Homeboy Industries' programs and services from which Los Angeles County will benefit:

- Case Management – offers the development of a detailed educational and vocational case plan in collaboration with the participant and caretaker.
- Community Service – offers placement for community service so that young women and men can complete their probation requirements.
- Educational Services – offers participation in educational programs that strengthen education, financial management, and business and life skills.
- Employment Services – offers job readiness training and job placement services.
- Legal Services – offers on-site legal services to address obstacles that can interfere with successful employment.

- Mental Health Counseling – offers mental health, substance abuse, domestic violence, and psychiatric services.
- Tattoo Removal – offers tattoo removal services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The allocation to Homeboy Industries will be used for the direct support of social service programs offered to probation youth, at-risk and formerly gang-involved youth.

CONCLUSION

Please return two adopted copies of the Agreement to the Chief Executive Office, Public Safety Cluster. The original Board executed copy should be retained for your files.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:GM:SW
AHW:cc

Attachments (7)

c: Executive Office, Board of Supervisors
Auditor-Controller
County Counsel
Probation

CEO.Homeboy Idts Agreement.bl.110712

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HOMEBOY INDUSTRIES

This Agreement is entered into this ____ day of _____, 2012, by and between the County of Los Angeles ("County"), by and through its Chief Executive Office (CEO), and **Homeboy Industries** ("Contractor").

RECITALS

WHEREAS, California Government Code Section 26227 provides that the Board of Supervisors may expend money to fund non-County programs that are deemed to be necessary to meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of the physically, mentally, and financially handicapped persons and aged persons;

WHEREAS, this Agreement, subject to California Government Code Section 26227, is entered into by the County with Homeboy Industries to meet the social needs of the County of Los Angeles residents by enabling young people to redirect their lives and provide them with hope for the future;

WHEREAS, this financial assistance is being funded to provide among other services tattoo removal, job development, and re-entry services to high-risk/high-need probationers and at-risk individuals between the ages of 14 – 30 throughout the County of Los Angeles; and

WHEREAS, the County and Contractor are desirous of executing this Agreement pursuant to Los Angeles Board of Supervisors letter adopted on _____, 2012, providing the CEO's delegated authority to prepare and execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the County and the Contractor (each a "Party" and collectively, the "Parties") agree as follows:

SECTION 1. APPLICABLE DOCUMENTS. (a) This Agreement consists of this 3-page document and the following exhibits, inclusive:

(1) County Standard Terms and Conditions (Exhibit A)

(2) Statement of Work (Exhibit B)

(3) Evaluation Overview (Exhibit C)

(4) Contract Discrepancy Report (Exhibit D)

(5) Performance Requirements Summary Chart (Exhibit E)

(6) Contract Summary Award Amount (Exhibit F)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this three-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this Agreement.

SECTION 2. CONTRACTOR'S OBLIGATIONS. (a) Contractor shall comply with all terms and conditions of this Agreement (including all terms contained in the exhibits hereto

(b) In addition to other obligations set forth in this Agreement, and subject to County oversight, the Contractor shall perform those activities identified in Exhibits A, B, C, D, E, and F.

SECTION 3. COUNTY OBLIGATIONS. The County agrees to reimburse Contractor for provision of services identified in the Statement of Work (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in this Agreement; provided, however, that the amount obligated and paid to the Contractor by the County shall not **exceed six hundred fifty thousand dollars ($650,000)** during the term of this Agreement.

SECTION 4. TERM. The term of this Agreement shall commence on _____, 2012 and terminate no later than June 30, 2013, except as otherwise provided herein.

SECTION 5. AMENDMENT. For any change which materially affects the term, Contract sum or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the CEO, or his designee. For any non-substantive changes, a Change Notice will be issued and signed by the COUNTY's Project Director.

SECTION 6. NOTICES/AUTHORIZED SIGNATURES. (a) **Notices:** Unless otherwise set forth in this Agreement, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(a) County of Los Angeles

Chief Executive Office
Public Safety Cluster
500 W. Temple Street, Rm 754
Los Angeles, California 90012
Attn: Anna Hom-Wong
(213) 893-2295

(b) Contractor

Homeboy Industries
130 W. Bruno Street
Los Angeles, CA 90012
Attn: Father Greg Boyle, Executive Director
(323) 526-1254

(c) **Authorized Signatures**. Person(s) authorized to sign Contractor's Reimbursement Requests:

(Authorized Signature)	(Authorized Signature)
Gregory J. Boyle (Typed Name)	Mary Ellen Burton (Typed Name)
Executive Director (Title)	Director of Program Services (Title)

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Chief Executive Office has caused this Agreement to be executed on its behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: _____
William T Fujioka, Chief Executive Officer
Los Angeles County

Approved as to Form:

JOHN F. KRATTLI
County Counsel

By: _____
Deputy

(CONTRACTOR)

By: _____
(Signature)

MEBURTON
(Print or Type Name)

Dir. of Program Services
(Title)

EXHIBIT A

STANDARD TERMS AND CONDITIONS

CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
HOMEBOY INDUSTRIES

§ 100. DEFINITIONS.

For purposes of this Agreement, including all Exhibits thereto, the following definitions shall govern its interpretation.

§ 101. "**Agreement**" shall mean the agreement by and between the CONTRACTOR and the County of Los Angeles, which agreement shall include the main document and all exhibits referenced thereto within the Agreement.

§ 102. "**County**" shall mean the County of Los Angeles.

§ 103. **"Contractor"** shall mean Homeboy Industries.

§ 200. ASSURANCES/CERTIFICATIONS.

The CONTRACTOR provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority. (a) The CONTRACTOR gives assurance and certifies that it possesses the legal authority to execute the proposed program, that any resolution, motion, or similar action has been duly adopted or passed as an official act of the CONTRACTOR's governing body, authorizing receipt of County funds, and directing and designating the authorized representative(s) of the CONTRACTOR to act in connection with the programs specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

(b) The CONTRACTOR represents and warrants that it is signatory to this Agreement is fully authorized to obligate or otherwise bind the CONTRACTOR.

§ 202. Compliance with Laws. (a) The CONTRACTOR certifies and agrees that it will fully comply with all applicable requirements of the County, all regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the CONTRACTOR is provided actual or constructive notice. The County reserves the right to review the CONTRACTOR's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable.

(b) The CONTRACTOR certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The CONTRACTOR shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the CONTRACTOR, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 203. EEO/Affirmative Action. The CONTRACTOR, in performing all obligations under the terms of the Agreement, assures that it will administer the program with safeguards against fraud and abuse; that no portion of this Agreement will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, sex, handicap, or political affiliation or belief.

§ 204. Nondiscrimination in Employment. (a) The CONTRACTOR certifies that all persons employed by the CONTRACTOR, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation, and in compliance with all applicable federal and State anti-discrimination laws, regulations, and directives.

(b) The CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation. Such action shall include, but not be limited to the following: 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.

(c) The CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliations.

(d) The CONTRACTOR shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Agreement when the County requests. If the County finds that any of these provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this Agreement. While the County retains the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, any determination by the California Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or federal anti-discrimination laws or regulations shall also constitute a finding by the County that the CONTRACTOR has violated the anti-discrimination provision of this Agreement.

§ 205. Civil Rights Laws. The CONTRACTOR assures and certifies that it shall comply with all applicable federal and State statutes to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation, be excluded from participation in, be denied the benefits or, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

§ 206. Wage and Hour Laws. The CONTRACTOR assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The CONTRACTOR shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the CONTRACTOR's employees for which the County may be found jointly or solely liable.

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

The report will include improvement/corrective action measures taken by the County and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

§ 209. Warranty of Adherence to County's Child Support Compliance Program. (a) The CONTRACTOR acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

§ 210. Acknowledgment of County's Commitment to Child Support Enforcement. The CONTRACTOR acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney will supply the CONTRACTOR with the poster to be used.

§ 211. Conflict of Interest/Contracts Prohibited. (a) The CONTRACTOR represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or shall have any direct or indirect financial interest in this Agreement.

(b) The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Agreement or who subsequently becomes affiliated with the CONTRACTOR in any capacity shall not participate in the provision of Services provided under this Agreement or share in the profits of CONTRACTOR earned for a period of one year from the date he/she separated from County employment.

§ 212. Lobbying. (a) The CONTRACTOR certifies that none of the funds, materials, property or services provided directly or indirectly under the terms of this Agreement shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) The CONTRACTOR certifies that each County lobbyist as defined in Los Angeles County Code § 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 any County lobbyist retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

§ 213. County Layoffs. Should the CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, the CONTRACTOR agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement.

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, the CONTRACTOR agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Grater Avenue for Independence (GAIN) Program who meet CONTRACTOR's minimum qualifications for the open position. Upon request from CONTRACTOR, the County will refer GAIN participants by job category to the CONTRACTOR for consideration.

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

§ 215. Debarment and Suspension. The CONTRACTOR certifies that it has not been subject to debarment and suspension under any federal, State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by CONTRACTOR.

§ 216. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Agreement, the CONTRACTOR certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for 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*.

§ 217. Compliance with Jury Service Program. 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.

§ 300. INDEPENDENT CONTRACTOR.

The CONTRACTOR shall at all times be acting as an independent contractor. This Agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the CONTRACTOR. CONTRACTOR understands and agrees that all of CONTRACTOR's personnel furnishing services to the County under this Agreement are employees solely of the CONTRACTOR and not of the County for all purposes including but not limited to workers' compensation liability. The CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR personnel for injuries arising from or connected with services performed under this Agreement.

§ 400. CONTRACT ADMINISTRATION.

The County Project Director shall have full authority to act for the County in the administration of this Agreement consistent with the provisions contained herein and within the authority granted the Chief Executive Office by the Board of Supervisors.

§ 500. PROVISION OF SERVICES.

§ 501. Services. The CONTRACTOR shall perform all services under the terms of this Agreement and exhibits attached as Exhibit B, C, D, E, and F, and incorporated herein by this reference, at a level of performance as determined by the County.

§ 502. Non-Authorized Participants. The CONTRACTOR agrees that all costs incurred which are related to a participant who does not qualify under the eligibility requirements of Homeboy Industries' programs shall be the sole responsibility of the CONTRACTOR.

§ 600. NONCOMPLIANCE SANCTIONS/PENALTIES

The CONTRACTOR agrees to comply with the requirements set forth in this Agreement, and those requirements contained in all applicable directives/bulletins issued by or on behalf of the County, State or federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this Agreement. Approved sanctions may include, but not be limited to the following: fiscal probation,

withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this Agreement. Those sanctions which may be applied will be dependent upon the circumstance(s) of noncompliance.

§ 700. INDEMNIFICATION AND INSURANCE

§ 701. Indemnification. (a) The CONTRACTOR shall indemnify, defend and save harmless the County, its public officials, officers, employees and agents from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage, arising out of or connected with CONTRACTOR's operations or its services hereunder, or arising from the negligent acts or omissions of the CONTRACTOR in the performance of this Agreement, including any workers' compensation suits, liability, or expense, arising from or connected with services performance by or on behalf of the CONTRACTOR by any person pursuant to this Agreement.

(b) The CONTRACTOR shall also defend and indemnify the County from any liability arising from the performance of this Agreement as a result of an audit of funds received under this Agreement due to the negligent acts or omissions of the CONTRACTOR in the performance of this Agreement.

§ 702. Insurance. Without limiting the CONTRACTOR's indemnification of the County, and except as otherwise provided herein, the CONTRACTOR shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance maintained by the County. Proof of insurance shall be delivered to Anna Hom-Wong, County of Los Angeles, Chief Executive Office – Public Safety Cluster, 754 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012 on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. Failure on the part of the CONTRACTOR to procure or maintain insurance shall constitute a material breach upon which the County may immediately terminate or suspend this Agreement.

All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on County's program for contributions. Program(s) of insurance shall include:

(a) **General/Automotive Liability**: A program, including but not limited to comprehensive general liability, endorsed for contractual liability and independent contractor coverage, and comprehensive general liability, and comprehensive auto liability, with a combined single limit of not less than $500,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the County and shall name the County as an additional insured.

(b) **Workers' Compensation**: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the *California Labor Code* and which specifically covers all persons providing services by or on behalf of the CONTRACTOR, and all Participants served by the CONTRACTOR, and all risks to such persons and Participants under this Agreement.

(c) **Crime Coverage**: A comprehensive blanket crime policy in an amount not less than $25,000 insurance against loss of money, securities, or other property referred to hereunder which may result from (1) dishonesty or fraudulent acts of officers, directors, employees (commercial blanket form) of the CONTRACTOR, or (2) disappearance, destruction, or wrongful abstraction inside or outside the premises of the CONTRACTOR while in the care, custody, or control of the CONTRACTOR or (3) sustained through forgery or alteration of checks, drafts, or any order or direction to pay a certain sum in money. The crime policy shall be primary to any other similar insurance and in all instances include a loss payee endorsement naming the County as its interests appear.

(d) **Professional Liability**: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers, employees, agents, or professional consultants with a limit of liability of not less than two million dollars ($2,000,000.00) per occurrence for professional liability, and naming the County as "additional insured." If written on a "claims-made form," the CONTRACTOR shall be required to provide an extended two-year reporting period, commencing upon termination or cancellation of this Agreement.

(e) **Property Damage**: In the event the CONTRACTOR rents, leases or is loaned any County-owned real or personal property, the CONTRACTOR shall insure such property in the manners and amounts as follows:

(1) **Real Property**: For the full insurable replacement value against the hazards of fire, extended coverage, vandalism and malicious mischief, and other property-related losses, and flood and earthquake.

(2) **Personal Property**: For the replacement cost against the hazards of fire, burglary, theft, vandalism and malicious mischief.

§ 703. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of CONTRACTOR's financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the CONTRACTOR upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. CONTRACTOR must notify the County immediately of discontinuation or substantial change in the program.

(b) Agreement to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Agreement to notify the County immediately of any claim, judgment, settlement, award, verdict or change in CONTRACTOR's financial condition which would have a significant negative effect on the protection that the self-insurance program provides the County.

(d) Name, address and telephone number of CONTRACTOR's legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of CONTRACTOR's capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

§ 704. Public Entities. (a) To the extent both parties to this Agreement are public entities, and this provision is activated in writing by the County in the foregoing Agreement, the following provision shall be substituted for **§ 701**, **§ 702** and **§ 703** herein:

> In contemplation of the provisions of Section 895.2 of the *Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. CONTRACTOR certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

§ 800. TERMINATION/SUSPENSION/PROBATION

§ 801. Termination for Default. (a) Services performed under this Agreement may be terminated in whole or in part by the County providing to CONTRACTOR a written Notice of Default if:

(1) the CONTRACTOR fails to perform the Services within the time specified in this Agreement or any extension approved by the County,

(2) the CONTRACTOR fails to perform any other covenant or condition of this Agreement,

(3) the CONTRACTOR fails to make progress so as to endanger its performance under this Agreement.

(b) the CONTRACTOR shall not ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through its Project Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for CONTRACTOR's Default, the County, in its sole direction, may procure replacement services and the CONTRACTOR shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the CONTRACTOR Contractors not in Default under the provisions of this Agreement, or that the Default Contractors excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 802 (Termination for Convenience).

§ 802. Termination for Convenience. (a) Services performed under this Agreement may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the CONTRACTOR a written Termination Notice which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the county, the CONTRACTOR shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the CONTRACTOR fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the county, the amount, if any due to the CONTRACTOR. After the County makes this determination, it shall pay that amount to the CONTRACTOR. The County's determination shall be final.

§ 803. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of **§ 802** (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the CONTRACTOR in writing of such non-allocation at the earliest time.

§ 804. Termination for Insolvency. In addition to other provisions provided herein, the County may terminate this Agreement for Default, as provided in **§801**, in any of the following events:

(a) The CONTRACTOR becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

(b) The CONTRACTOR files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the CONTRACTOR, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The CONTRACTOR executes an assignment for the benefit of creditors.

§ 805. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Consultant to maintain compliance with the requirements set forth in **§ 210** shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angels County District Attorney shall be grounds upon which the Customer may terminate this Agreement.

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

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

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

§ 900. GENERAL PROVISIONS

§ 901. Contract Modifications/Amendments. (a) This Agreement fully expresses the Agreement of the parties. Any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the County. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this Agreement in any way.

(b) County may make a unilateral modification to this Agreement at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this Agreement accordingly.

§ 902. Assignments. No part of this Agreement or any right or obligation arising from it shall be assigned without the written consent of the County. Any attempt by the CONTRACTOR to assign this Agreement shall be void and shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement in accordance with the provisions of § 801 (Termination for Default).

§ 903. Subcontracting. (a) No performance of this Agreement or any portion thereof shall be subcontracted by the CONTRACTOR without the prior written consent of the County Project Director. Any attempt by the CONTRACTOR to subcontract any performance of services under this Agreement without the prior written consent of the County shall be null and void and shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement in accordance with the provisions of **§ 801** (Termination for Default).

(b) CONTRACTOR's request to the County Project Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor Contractors selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the County Project Director.

(c) In the event the County Project Director consents to subcontracting, all applicable provisions and requirements of this Agreement shall be made applicable to such subcontract. To accomplish this requirement, the CONTRACTOR shall include in all subcontracts the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of the CONTRACTOR and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this Agreement.

(e) The CONTRACTOR agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The CONTRACTOR shall not assign or subcontract any part or all of its interest in this CONTRACT without written approval from the County Project Director.

(h) All applicable provisions and requirements of this Agreement shall apply to any subcontracts or agreements. The CONTRACTOR agrees that the CONTRACTOR shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

§ 904. Repayment. The CONTRACTOR agrees to be bound by applicable County disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this Agreement or implementing rules and regulations.

§ 905. Availability of Funds. Funding for all periods of this Agreement is subject to the continuing availability to the County. The Agreement may be terminated immediately upon written notice to CONTRACTOR of a loss or reduction of County funds.

§ 906. Notices. (a) The appropriate County representative, as set forth in Section 5 of the foregoing Agreement, is the party to whom the CONTRACTOR shall forward all documents, reports, and records as required by this Agreement.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 907. Waivers. (a) Waivers of the provisions of this Agreement shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach of that provision or of any other provision of this Agreement.

§ 908. Validity. The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

§ 909. Disputes. The CONTRACTOR agrees to attempt to resolve disputes arising from this Agreement by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this Agreement shall be settled in accordance with County grievance procedures.

§ 910. Entire Agreement. (a)This Exhibit A to the Agreement, consisting of 8 pages, together with the forgoing Agreement and other exhibits thereto constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.

(b) CONTRACTOR warrants that it has received a copy of this Exhibit A to this Agreement and upon execution of this Agreement, it shall be CONTRACTOR's responsibility to retain on file, and to abide by the entire Agreement.

§ 911. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 912. Records Retention and Inspection. Within ten (10) days of County's written request, CONTRACTOR shall allow County access to financial and program records during regular business hours at any place CONTRACTOR keeps those records.

§ 913. Force Majeure. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events"). Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

§ 915. Notices. All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Section 6 of the "Contract By and Between the County and Homeboy Industries." Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

§ 916. Warranty Against Contingent Fees. The Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

[Remaining Page Blank]

Exhibit B

STATEMENT OF WORK

Exhibit B

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	SPECIFIC TASKS	2
3.0	QUALITY CONTROL	7
4.0	QUALITY ASSURANCE PLAN	8
5.0	DEFINITIONS	9
6.0	RESPONSIBILITIES	10
	COUNTY	
	6.1 Personnel	10
	6.2 Furnished Items	10
	CONTRACTOR	
	6.3 Project Director	10
	6.4 Other Contractor Personnel	11
	6.5 Contractor Furnished Items	12
	6.6 Contractor's Office	12
7.0	HOURS/DAYS OF WORK	13
8.0	UNSCHEDULED WORK	13
9.0	PERFORMANCE REQUIREMENTS SUMMARY	13

EXHIBITS

A. COUNTY STANDARD TERMS AND CONDITIONS

B. STATEMENT OF WORK

C. EVALUATION OVERVIEW

D. CONTRACT DISCREPANCY REPORT

E. PERFORMANCE REQUIREMENTS SUMMARY CHART

F. CONTRACT SUMMARY AWARD AMOUNT

Exhibit B

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 Homeboy Industries (HBI) is a gang intervention organization which assists at risk, recently released, and formerly gang involved and affiliated youth, and emerging adults to become contributing members of the community through a variety of services in response to their multiple needs. Programs including counseling, education, tattoo removal, job training, and job placement enable young people to redirect their lives and provide them with hope for their futures. HBI focuses on active and former gang members seeking to leave gang life, youth returning to the community from confinement, probationers and parolees, and gang affiliated/at-risk youth.

1.2 The County of Los Angeles (COUNTY) has agreed to pilot program with HBI. During the term of the agreement, HBI shall hire 20 trainees and provide services to - 333 self-referred participants, COUNTY referred probationers, and anyone at risk for removal from the community or returning to the COUNTY camps, halls, or jails between the ages of 14 - 30. These services are intended to prepare participants for re-entry into the community and ultimately reduce re-incarceration.

HBI shall make available the following services and any additional services they deem necessary for the success of the participant:

- Individualized Strengths and Needs Assessment
- Case Planning and Goal Setting
- Tattoo Removal
- Job Development and Employment/Vocational Retention Support Services
- Mental Health
- Legal Services
- Job Readiness Curriculum

1.3 The COUNTY will reimburse HBI - $72,200 on a monthly basis over the contract period which includes a maximum of 15 percent (15%) of the total Contract amount for administrative costs.

1.4 For COUNTY referred probationers and HBI trainees, HBI shall provide Individualized Strengths and Needs Assessment and Case Planning and Goal Setting, in addition to the aforementioned supportive services. For COUNTY-referred participants, unless these services are being sought, they will not be automatically provided.

1.5 For each COUNTY referred probationer, COUNTY staff will provide HBI with a referral form containing the probationer's identification information and recommended services. HBI will conduct the Individualized Strengths and Needs Assessment for each probationer. HBI will inform the COUNTY of the services that will be provided.

2.0 SPECIFIC TASKS

To meet the stated objectives, HBI shall make available the following services they deem necessary to prevent re-incarceration.

2.1 Individualized Strengths and Needs Assessment

2.1.1 This specific service will only be provided to COUNTY referred probationers and HBI trainees. At a minimum, the assessment instrument shall identify the participant's:

- Traits (characteristics, behavior, personality)
- Strengths/Weaknesses (as they relate to employability)
- Skills (education/employment history)
- Special Needs and Interests (goals/other)

2.1.2 The assessment instrument shall:

- Be appropriate for the target population.
- Be interpreted correctly and integrated with other knowledge about the participant, including gender-specific service needs.
- Result in a public or charter high school, work/vocational case plan for all participants.

2.1.3 Program participants shall be assessed by staff that are properly trained and experienced in utilizing assessment techniques and instruments.

2.1.4 HBI shall send the initial assessment by fax or by email to the referring COUNTY representative.

2.1.5 COUNTY referred probationers and HBI trainees shall have a case file with documentation of services provided, with the exception of Mental Health. All case files related to COUNTY referrals shall be made available for viewing only on a reasonable basis. At a minimum, case files shall include the following:

- Referral Form
- Assessment
- HBI Service Plan
- Sign-in sheet for MTA pass or bus tokens
- Copy of valid identification

2.2 Case Planning and Goal Setting

2.2.1 The vocational service plan shall include the following:

- Referral Form
- Assessment
- Work/Vocation Plan
- Progress Notes
- Sign-in sheet for MTA passes or bus tokens
- Specific services to be provided
- Name and location of vocational/job readiness services
- Dates and times of vocational services
- Estimated completion date of services
- Outline of long and short-term employment goals
- List of recommended remedial services needed
- The method of transportation the participant will utilize to receive services

2.2.2 HBI shall send the Vocational Service Plan by fax or by email to the referring COUNTY representative.

2.2.3 For COUNTY referred probationers, HBI will notify COUNTY of participant progress on a monthly and/or as needed basis.

2.2.4 HBI may be required to provide participants with MTA passes or bus tokens for travel to and from locations associated with job search and interviews, and related to needs stated in Case Planning and Goal Setting plan.

2.2.5 For COUNTY referred probationers and HBI trainees, a case file with documentation of services provided will be kept. With the exception of Mental Health, all case files related to COUNTY referrals shall be made available for viewing only on a reasonable basis. HBI shall complete and monitor a detailed vocational service plan in collaboration with the participant.

2.2.6 For COUNTY referred probationers and HBI trainees, HBI shall have the following outcomes for Case Planning and Goal Setting services:

- Ninety percent (90%) of the eligible participants shall receive a service plan and/or job readiness/vocational plan with short and long term goals.

2.3 Job Readiness Curriculum

2.3.1 HBI Job Developers shall provide job readiness training, including enrollment in the Job Readiness curriculum that provides life skills and offers academic programs. Academic programs include General Education Development preparation and the Learning Works! Charter High School for youth under age 20. Life skills

program includes more than 30 classes a month in computer training, life skills, personal development, basic finances and budgeting, household management, general writing classes, resume writing and interview skills classes.

2.3.2 The job readiness service plan shall include the following:

- Referral (if applicable)
- Intake Form
- Class Schedule
- Progress Report
- Court Mandated Referrals

2.3.3 For COUNTY referred probationers and HBI trainees, HBI shall have the following outcomes for Job Readiness Curriculum:

- Ninety percent (90%) of eligible participants shall receive job readiness curriculum.

2.4 Job Development, Employment/Vocational Retention/Support Services

2.4.1 HBI shall provide job placement services.

2.4.2 Job Developers will provide client advocacy and assistance with job searches.

2.4.3 For COUNTY referred probationers, HBI will notify COUNTY of participant progress on a monthly and/or as needed basis.

2.4.4 Only COUNTY referred probationers or HBI trainees shall have a case file with documentation of services by Job Development. All case files shall be made available for viewing only on a reasonable basis. At a minimum, case files shall include the following:

- Referral Form
- Status Form
- Strengths/Weaknesses (as they relate to employability)
- Skills (education/employment history)
- Special Needs and Interests (goals/other)
- Progress Notes
- Sign-in sheet for MTA passes or bus tokens
- Work permit if under 18, if applicable

2.4.5 HBI will provide up to 200 participants with a voucher to help purchase clothing for job interviews and MTA passes or tokens for travel to and from locations associated with job interviews.

2.4.6 Job placement is defined as a participant's direct placement with an employer on a full or part-time basis.

2.4.7 Full-time, for the purposes of this document, is defined as being employed for a minimum of 32 hours per week.

2.4.8 HBI will provide retention support services that include the following:

- The attempt to make monthly contact with participant in person, email, or phone.
- The attempt to follow-up with participant's employer on a monthly basis.

2.4.9 For COUNTY referred probationers and HBI trainees, HBI shall have the following outcomes for Job Development/ Employment/Vocation Retention and Support Services:

- Ninety percent (90%) of eligible participants shall receive Job Development, Employment/Vocational Retention and Support Services.

2.5 Tattoo Removal

2.5.1 HBI shall provide 333 tattoo removal treatments to self-referred participants and COUNTY referred probationers, anyone at risk for removal from the community or at risk of returning to the COUNTY camps, halls, or jails. These treatments shall be provided by appointment or walk-in basis.

2.5.2 Tattoo removal services shall be provided by a licensed Medical Physician, Physician's Assistant, or Registered Nurse.

2.5.3 The licensed professionals aforementioned will determine the amount of treatments per session and their frequency.

2.6 Mental Health

HBI Mental Health therapists shall provide individual, family, and group therapy, including Relationship Building, Grief and Loss, and Parenting classes. By providing these services in the safe and supportive environment of HBI, they are reducing the stigma often attached to mental health support in this community while also making the services more accessible and enhancing employment readiness.

2.6.1 All participants shall have a case file with documentation of services provided. However, due to Health Insurance Portability and Accountability Act compliance, case files are not viewable unless a Client Release Form is signed. At a minimum, case files shall include the following:

- Referral Form
- Identity Information
- Assessment Forms and Scales
- Treatment Planning
- Progress Notes
- Psychiatry Notes (if applicable)

2.6.2 For COUNTY referred probationers and HBI trainees, HBI shall have the following outcome for Mental Health:

- Ninety percent (90%) of eligible participants shall receive Mental Health services.

2.7 Legal Services

HBI Legal Services Program assists, educates, and empowers former gang members, at-risk youth, their families, and their communities to overcome their legal obstacles to gainful employment and economic stability. The program seeks to enhance the "legal health" of the community by providing legal information and guidance in a self-help format to solve legal problems and prevent them from getting worse.

2.7.1 All participants shall have a case file with documentation of services provided. Due to confidentiality, COUNTY will have limited access to COUNTY referred participants legal files, unless there is a Client Release Form. At a minimum, case files shall include the following:

- Referral Form (if applicable)
- Intake Form
- Attorney Work Product
- Progress Notes

2.7.2 Legal Services will refer participants to other legal service providers based on their needs.

2.7.3 Ongoing workshops will be provided to address expungements, employment rights, and family law issues.

2.7.4 For COUNTY referred probationers and HBI trainees, HBI shall have the following outcomes for Legal Services:

- Ninety percent (90%) of eligible participants shall receive Legal Services.

2.8 Additional Requirements

HBI shall attend meetings and provide monthly reports for services provided.

2.8.1 HBI shall produce at the end of each month informational reports that indicate the level and type of services rendered for COUNTY referred probationers.

2.8.2 HBI shall provide COUNTY, on a reasonable basis, with data relative to COUNTY referred program performance.

2.9 Qualifications of Personnel

2.9.1 To meet the stated goals of the program, HBI shall maintain professional staff with appropriate experience with a minimum of

two (2) years experience working with at-risk or probation participants who will:

- Receive regular supervision relevant to the services they are expected to provide.
- Receive proper training in the theory and practice of interventions employed by HBI program.
- Receive and be familiar with HBI's ethical guidelines or code of ethics for staff. Guidelines shall guide staff interactions with participants, ensure that staff understands their roles, and establish appropriate boundaries with clients.

2.9.2 The Project Director assigned to the contract shall:

- Hold a Master's degree in education, criminal justice, administration of justice, psychology, sociology, or a related field.
- Have a minimum of five (5) years experience within the last three (3) years providing gang intervention services.
- Be directly involved in the hiring of staff who will deliver the contracted services.
- Be directly involved in supervising the staff responsible for service delivery. This shall include conducting staff meetings, and observing and reviewing/supervising staff.
- Maintain documentation demonstrating that the contracted services are self-evaluated basis through contract term. Maintain documentation of evidence-based practices supporting the HBI'S program and service delivery methods.
- Participate in COUNTY discussion and/or audits (i.e., CPAI, CPC) intended to identify strengths and weaknesses in the delivery of contracted services.

2.9.3 HBI shall hold bi-monthly staff meetings that will include discussions regarding procedural matters such as, but not limited to, new intakes, case reviews, and programming issues.

3.0 QUALITY CONTROL

HBI shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the COUNTY Contract Manager within two (2) weeks of the contract start date and as changes occur review and shall include, but not be limited to, the following:

3.1 An inspection system covering all the services listed on Exhibit E. The summary must specify the activities to be inspected on either a scheduled or unscheduled basis, how often the inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

3.3 A file of all inspections conducted by HBI and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Record Retention and Inspection.

3.4 The methods for ensuring uninterrupted service to the Probation Department in the event of a strike of the COUNTY's or HBI employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in HBI being unable to perform the contracted work.

3.5 The methods for assuring that confidentiality of adult and juvenile records is maintained while in the care of HBI's employees

3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate HBI performance under this contract on not less than an annual basis. Such evaluation will include assessing HBI's compliance with all contract terms and performance standards. HBI's deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and HBI. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate HBI performance under this contract using the quality assurance procedures specified in Appendix E or other such procedures as may be necessary to ascertain HBI compliance with this contract.

4.1 Performance Evaluation Meetings - The COUNTY Contract Manager may meet weekly with the HBI's Project Director during the first three (3) months of the contract, if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever an Exhibit D is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by COUNTY personnel and shall be signed by the COUNTY Contract Manager and HBI's Project Director. Should HBI not concur with the minutes, HBI shall state in writing to the COUNTY Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein HBI does not concur.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by COUNTY.

4.3 Contract Discrepancy Report (Exhibit D) - Verbal notification of a contract discrepancy will be made to the COUNTY Contract Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and HBI.

The COUNTY Contract Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, HBI is required to respond in writing to the COUNTY Contract Manger within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY Contract Manager within ten (10) workdays.

5.0 DEFINITIONS

5.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before the Probation Department can apply damages as specified in Exhibit E. An AQL does not imply that the HBI(s) may knowingly perform in a defective way. It implies that the Probation Department recognizes that defective performance sometimes happens unintentionally. It is required that the HBI(s) correct all defects whenever possible. A variance from the AQL can result in a credit to the Probation Department against the monthly charge for HBI's service.

5.2 Contract Discrepancy Report (Exhibit D) - A report prepared by the Quality Assurance Evaluator to inform HBI(s) of faulty service. Exhibit D requires a response from HBI(s) explaining the problem and outlining the remedial action being taken to resolve the problem within five (5) business days after receipt of Exhibit D.

5.3 COUNTY Contract Manager - The Probation Department representative responsible for daily management of contract operation.

5.4 Contract Start Date - The date HBI(s) begins work (start of the basic contract period) in accordance with the terms of the contract.

5.5 HBI Project Director - HBI's officer or employee responsible for administering the contract after contract award.

5.6 Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof.

5.7 Performance Requirements Summary (Exhibit E) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to ensure contract performance standards are met by HBI(s).

5.8 Quality Assurance Evaluator - The Probation Department employee responsible for monitoring HBI's compliance with the contract.

5.9 Quality Assurance Plan - The plan developed by the Probation Department, specifically to monitor contract compliance with the elements listed in Exhibit E).

5.10 Quality Control Program - All necessary measures taken by HBI to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency, and conformity to the requirements set forth in the Performance Work Statement.

5.11 Random Sample - A sampling method where each item in a lot has an equal chance of being selected.

5.12 User Complaint Report - A report prepared by the Probation Department in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by HBI.

5.13 Workday - Workdays are Monday through Friday.

6.0 RESPONSIBILITIES

The COUNTY's and HBI's responsibilities are as follows:

COUNTY

6.1 COUNTY Contract Manager - Specific duties will include:

- Monitoring HBI performance in the daily operation of this contract.
- Providing direction to HBI in areas relating to policy, information, and procedural requirements.

6.2 Furnished Items - COUNTY shall provide HBI with no real property and/or equipment necessary to perform the services required by Exhibit B.

CONTRACTOR

6.3 Project Director

6.3.1 HBI shall provide its own full-time officer or employee as Project Director and clearly identify the person in the proposal. The Project Director or an approved alternate shall be available for telephone contact between 9:00 a.m. and 5:00 p.m., PST, Monday through Friday, excluding COUNTY holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with the Probation Department.

6.3.2 When contract work is being performed at times other than described above or when the Project Director cannot be present, and with prior approval of the Program Director, an equally

responsible individual shall be designated to act for the Project Director.

6.3.3 Project Director shall act as a central point of contact with the COUNTY.

6.3.4 Project Director/alternate shall have full authority to act for HBI on all matters relating to the daily operation of the contract. Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.

6.3.5 The Project Director shall be available during normal weekday work hours, 9:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

6.4 Other Contractor Personnel

6.4.1 HBI shall be responsible for providing competent staff to fulfill the contract. COUNTY shall have the right to review potential staff prior to assignment.

6.4.2 HBI shall ensure that by the first day of employment, all persons with access to adult records and arrest information, and Probation Department case information have signed an acknowledgment form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential Criminal Offender Record Information (CORI). HBI shall retain original CORI form and forward a copy to the COUNTY Contract Manager within five (5) business days of start of employment.

6.4.3 All personnel must be able to read, write, spell, speak, and understand English.

6.4.4 The COUNTY reserves the right to preclude HBI from employment or continued employment of any individual who does not clear CORI. HBI shall be responsible for immediately removing and replacing within 24 hours any employee from work on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

6.4.5 COUNTY reserves the right to have the COUNTY Contract Manager or designated alternate interview any or all prospective employees of HBI.

6.4.6 Employee Criminal Records, Notice, and County Approval. HBI shall be responsible for ongoing implementation and monitoring of Sub-sections 6.4.6.1 through 6.4.6.7. If applicable, HBI shall report in writing, monitoring results to the Probation Department, indicating compliance or problem areas.

6.4.6.1 No personnel employed by a subcontractor for this contract, having access to Probation Department information or records, shall have a criminal conviction

record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.

6.4.6.2 COUNTY reserves the right to conduct a background investigation of HBI's prospective employees prior to employment or assignment to contract duties and further reserves the right to conduct a background investigation of HBI's employees at any time and to bar such employees from working on this contract under appropriate circumstances.

6.4.6.3 COUNTY reserves the right to preclude HBI from employment or continued employment of any individual for this contract.

6.4.6.4 No personnel employed by HBI for this contract shall be on active probation or parole currently or within the last three (3) years.

6.4.6.5 HBI and employees of HBI shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record, or pending criminal trial, to the Probation Department.

6.4.6.6 HBI shall submit names of employees to the COUNTY Contract Manager prior to the employees starting work on this contract. The COUNTY will schedule appointments to conduct a background investigation/record check based on fingerprints of HBI's employees, and further reserves the right to conduct a background investigation of HBI's employees at any time. HBI employees shall not begin work on this contract before receiving written notification of clearance from the COUNTY.

6.4.6.7 For required criminal conviction records, HBI will invoice the COUNTY a one-time fee of $544 to cover expenses. The current amount is $32 per record check and is subject to change by the State and/or location.

6.5 Contractor Furnished Items

HBI shall provide all personnel, equipment, and consumable supplies necessary to perform all services required by Exhibit B.

6.6 Contractor's Office

HBI shall maintain an office with a telephone in the company's name where the contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific time, by at least one employee who can respond to inquiries and complaints,

which may be received about HBI's performance of the contract. When the office is closed, HBI shall return calls received within 72 hours of receipt of the call.

7.0 HOURS/DAYS OF WORK

HBI may be required to provide services on COUNTY recognized holidays. These holidays change from year to year. The COUNTY Contract Manager will provide HBI, upon request, with a list of COUNTY holidays.

8.0 UNSCHEDULED WORK

HBI agrees that any work performed outside the scope of Exhibit B, without the prior written approval of the COUNTY, shall be deemed to be a gratuitous effort on the part of HBI, and HBI shall have no claim therefore against the COUNTY.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

9.1 All listings of services used in the Exhibit E are intended to be completely consistent with the Contract and Exhibit B, and are not meant in any case to create, extend, revise, or expand any obligation of HBI beyond that defined in the Contract and Exhibit B. In any case of apparent inconsistency between services as stated in the Contract, Exhibit B, and Exhibit E, the meaning apparent in the Contract and Exhibit B will prevail. If any service seems to be created in Exhibit E which is not clearly and forthrightly set forth in the Contract and Exhibit B, that apparent service will be null and void and place no requirement on HBI.

9.2 A standard level of performance will be required of HBI in the areas of education services. Exhibit E summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. The COUNTY will evaluate HBI's performance under this contract using the quality assurance procedures specified in Exhibit E or other such procedures as may be necessary to ascertain HBI compliance with this contract. Failure of HBI to achieve this standard can result in an assessment of liquidated damages against HBI's monthly payment as determined by the COUNTY.

9.3 When HBI's performance does not conform to the requirements of this contract, the COUNTY will have the option to apply the following non-performance remedies:

- Require HBI to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, HBI must include reasons for the unacceptable performance, specific steps to return

performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to HBI by a computed amount based on the assessment fee(s) in Exhibit E.
- Reduce, suspend, or cancel this contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of HBI to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of HBI's failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on HBI's future invoice.

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the contract, Paragraph 20, Termination for Convenience of the COUNTY.

EXHIBIT C

EVALUATION OVERVIEW

EVALUATION OVERVIEW

The evaluation of the Homeboy Industries (HBI) – Los Angeles County (COUNTY) Program will focus on four major outcome areas:

(1) Individual attendance and participation
(2) Individual retention after program assessment
(3) Individual re-incarceration
(4) Individual program failure

Two related outcome areas will be assessed:

(1) Individual Referral Process
(2) Comparative COUNTY Programs

These outcome areas will be assessed using quantitative and qualitative measures developed by the University of California Los Angeles Evaluation Team in collaboration with HBI.

In addition, this evaluation of the effectiveness of the HBI-COUNTY program, client outcomes will be compared in three more extensive ways, drawing upon the mixed methods approach used in the outcome evaluation described above. First, HBI non-COUNTY clients will be compared to COUNTY clients. Second, both groups will be compared with clients and client outcomes in two additional COUNTY programs (Juvenile and Adult Day Reporting Centers and COUNTY Anti-Gang Initiative in the four designated sites). All data requested for the two comparison programs must be provided by the COUNTY. In the quantitative study, the evaluation team will take into account baseline differences between these groups when examining outcomes. Additionally, within each group (COUNTY and non-COUNTY) differences in outcomes between males and females will be examined. Finally, information on retention and recidivism will be collected and analyzed for any possible trends.

Quantitative Data Collection Design

Measures to be used in the proposed study are listed in this section. Greater detail about each measure will be included in the final evaluation report.

Client Characteristic Data

- Demographic information

Psychosocial Functioning

Self-esteem, depression, and Post Traumatic Stress Disorder (PTSD) have all been found to be correlates with anti-social behaviors and misconduct in gang

affiliated youth and adults. Therefore, we will measure each of these constructs using well-tested and established instruments.

In addition, Strength of Identification with Group Membership will also be measured. Disengagement strategies seek to encourage and help gang members break their ties with their gangs and successfully work their way into society as law-abiding citizens. Since belonging to a gang satisfies any number of social needs and since leaving a gang may require a major life adjustment, disengagement strategies must address these assorted needs while acting as a link between the person and the conventional world.

Strength of Identification with Group Membership relates to Social Identity Theory. This theory posits that a person has not one "personal self," but rather, several selves that correspond to widening circles of group membership. Different social contexts may trigger an individual to think, feel, and act on the basis of his personal, family, or national "level of self" (Tajfel and Turner, 1986). Apart from the level of self, an individual has multiple "social identities." Social identity is the individual's self-concept derived from perceived membership of social groups (Hogg & Vaughan, 2002). In other words, it is an individual-based perception of what defines the "us" associated with any internalized group membership. This can be distinguished from the notion of personal identity, which refers to self-knowledge that derives from the individual's unique attributes (retrieved 17 February, 2008. http://www.tcw.utwente.nl/theorieenoverzicht /Theory%20clusters/Interpersonal%20Communication%20and%20Relations/Social_Identity_Theory.doc/).

Psychosocial Functioning Measures

- Rosenberg's Self-esteem Scale
- Center for Epidemiologic Studies Short Depression Scale (CES-D 10).
- Clinician Administered PTSD Scale (CAPS-1)
- Strength of Identification with Group Membership (Cameron, 2004)

Positive Behaviors

Problem solving, perceived social support, and employment have all been found to be important predictors of decreases in anti-social behaviors and decreases in misconduct in gang affiliated youth and adults. Therefore, we will measure each of these constructs using well-tested and established instruments.

- Problem Solving Inventory (PSI)
- The Social Provisions Scale
- Employment status

Misconduct and (Violent and Non-Violent) Recidivism Data

- Self-report substance-use
- Self-report arrest history
- Police conviction history

HBI Service Data

Qualitative Case Study Design

This case study will offer an in-depth, longitudinal examination of the HBI-COUNTY Intervention effort and its impact on gang associated clients with the goal of offering a sharpened understanding of how, why, and with whom HBI is successful in transitioning clients as part of the re-entry process from gang and street life. For this component of the study, three methods for gathering information will be used: (1) direct observation, (2) in-depth interviews, and (3) analysis of documents and program materials.

Empirical evaluative studies that are concerned with placing a value on an intervention typically involve forming judgments about whether the outputs and outcomes of interventions are justified by their inputs and processes. Case study evaluations are valuable where broad, complex questions have to be addressed in complex circumstances. Case studies using qualitative methods are most valuable when the question being posed requires an investigation of a real life intervention in detail, where the focus is on how and why the intervention succeeds or fails, where the general context will influence the outcome, and where researchers asking the questions will have no control over events. As a result, the number of relevant variables will be far greater than can be controlled so that experimental approaches are simply not appropriate. Even where an intervention is well defined, it may not be discrete but rather, consist of a complex mix of changes that occur over different timescales. This is a pervasive problem in gang intervention studies, which are experiencing many parallel and interrelated changes. Taken together, these conditions exclude experimental approaches to studying the HBI program. The case study is an alternative approach, in effect, a different way of thinking about complex situations that takes the conditions into account, but is nevertheless rigorous and facilitates informed judgments about success or failure.

One hundred COUNTY clients and 100 non-COUNTY clients will be interviewed using a qualitative questionnaire based on the life history method. The life history method (Atkinson, 1998; Bruner, 2004) will be employed to gain an understanding of participants' individual behavior and life course trajectories. The life-history method is an alternative to empirical methods for identifying and documenting health and behavioral patterns of individuals and groups. It allows the researcher to explore a person's micro historical (individual) experiences within a macro historical (history of the time) framework. Life-history information challenges the researcher to understand an individual's current attitudes and behaviors and how they may have been influenced by initial decisions made at another time and in another place.

Drawing upon a Grounded Theory Approach (Glaser & Strauss, 1967), findings from the larger qualitative case study and the success case study (taken together) will be used to generate optimal reentry service models that can be applied and scaled for at-risk youth, probation youth, and emerging adult populations aged 14 - 30 throughout the COUNTY.

Analysis of Quantitative and Qualitative Data

The numerous data collection approaches included in the evaluation will produce rich and complex information about HBI clients and services programs that will be applicable on a COUNTY-wide basis. These data will be both quantitative and qualitative and will address issues from different vantage points. Generally, quantitative data provide a sound basis for addressing questions of frequency and incidence (e.g., the number of youth served and the services they receive; the percentage of them who have specific characteristics; the number of them who experience positive outcomes; the prevalence of certain perceptions about the service system and the quality of services). Quantitative data also can be used to identify important relationships among factors (e.g., services received that are related to improved outcomes for HBI clients, the intensity or qualities of services/activities that are related to positive outcomes). Qualitative data (open-ended interviews, observation, results of document reviews) typically provide rich descriptions and explanations of phenomena.

Quantitative Data Analysis

Many of the data gathered in this evaluation will be quantitative. These data will be used to describe participants, activities, and the status of HBI participants, both voluntary and referred by the COUNTY. Quantitative data will be used to examine relationships among various components of the more comprehensive HBI program, including activities/services and outcomes. These data will allow for comparisons across groups of participants (COUNTY/non-COUNTY; male/female) and strategies to identify promising practices. The different types of quantitative data analyses are described below:

Descriptive: One of the important analytic tasks of the evaluation will be to describe the youth who participate in HBI programs and the activities they experience. Examples of descriptive issues include the youth age at entry to the program, criminal history (e.g., incarceration) number of months/years youth receive services, background and family characteristics, and specific types and amounts of services received. Other data that will be described include the prevalence of mental health related measures such as depression, PTSD etc. Many of the descriptive questions can be addressed with simple descriptive statistics. These tools provide descriptive information, in conjunction with standard errors to estimate their degree of precision.

Relational: Analyses also will focus on exploring relationships among various

contexts, characteristics, practices, and outcomes. These relationships may need to be examined for a variety of subgroups defined by gender and the distinction between in-residence and out-placement, other demographic or community factors, and other factors. Simple and multiple correlation coefficients for continuous, dichotomous, and ordinal data allow investigation of relationships among variables in comparison with both statistical standards and the relative strength of specific relationships across subgroups.

Comparative: Comparative questions about participant characteristics and the will be addressed in this evaluation. Cross-tabulations with tests for statistical significance, such as chi-squares, and approaches like ANOVAs, and MANOVAs, will allow us to examine the differences between groups and whether those differences are statistically significant.

Longitudinal and cross-sectional: Cross-sectional and longitudinal analyses that examine changes experienced by the participants can both provide answers to questions about the extent to which the desired results are occurring. Change measures are especially important for these youth, who are actively involved in an intervention program. Repeated measures over time offer the opportunity to examine and explain growth and change in youth behaviors, and outcomes, as well as changes in factors that could influence them, such as variations in the mental health status, receipt of particular services or sense of community. With the use of repeated t-tests, ANOVAs, and MANOVAs, we will be able to measure whether changes over time are statistically significant.

Explanatory: A vital but also challenging purpose of the analysis approach will be to explain the contributions of individual factors and combinations of factors to variations in outcomes. Several statistical approaches will be used to identify the possible explanations for the presence (or lack) of positive results. We have used several statistical methods to support our explanatory analyses, and we expect to use these methods, as appropriate, to answer the evaluation questions included in this proposal and additional questions that emerge as the project progresses.

They include:

> Multiple regressions: A linear combination of variables is used to predict and explain variation in a continuous dependent variable. This technique may be used to examine relationships between youth characteristics, services and outcomes.
>
> Logistic regression: A linear combination of variables is used to predict and explain variation in a dichotomous dependent variable. This type of analysis may be used to help determine differences in the experiences of youth who participate in one type of service versus another type of service. For example, it could be used to compare male and female youth

with respect to services received.

Survival/Event History Analysis: Event history analysis (also called survival analysis, duration analysis, or transition analysis) is an umbrella term for a set of procedures for time series analysis. I n the modeling of time to event data, death or failure is considered an "event" in the literature. An example of time to event modeling could be the rate or time to which COUNTY-referred youth drops out of the HBI program or is rearrested or in the case of reentry, commits a crime again after they have been released. In this case, the 'event' of interest would be time to dropping out or committing a crime. Counting Process Theory is used to explain many concepts in event history analysis. The flexibility of a counting process is that it allows modeling multiple (or recurrent) events. This type of modeling fits very well in many situations (e.g. people can go to jail multiple times, addicts can start and stop using drugs multiple times).

Qualitative Data Analysis

Data from interviews, observations and document reviews will be organized into major themes, categories, and case examples. The most common strategy for analyzing qualitative data is constant-comparison, and this approach will be used in this study. Data analysis will be ongoing and iterative (nonlinear), interim analysis, and will continue for the duration of the study. Seidel (1998) developed a useful model to explain the basic process of qualitative data analysis. The model consists of 3 parts: Noticing, Collecting, and Thinking about interesting things. These parts are interlinked and cyclical. For example while thinking about things you notice further things and collect them. Seidel likens the process to solving a jigsaw puzzle. Noticing interesting things in the data and assigning codes to them, based on topic or theme, potentially breaks the data into fragments. Codes that have been applied to the data then act as sorting and collection devices. In addition to the interim analysis process, the lead qualitative researcher will engage in memoing (recording reflective notes about what is being learning from the data). Success case study findings will be compared to the findings from the larger qualitative case study yielding an additional cross-sectional comparison of the case study data.

Implications

The planned evaluation is critical for future COUNTY efforts in Probation and related departments. When completed, this evaluation research can ultimately lead to more sensitive and pragmatic policy development and practice. Research results can help in the development and elaboration of individual, practice and contextual factors in anti-gang and re-entry programs. Additionally, these results will clarify the importance of Homeboy Industries as a countywide and national best practice for intervention and re-entry.

EXHIBIT D

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT E

PERFORMANCE REQUIREMENTS SUMMARY CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Exhibit B: Paragraph 2.9 – Qualifications of Personnel	Contractor shall notify the COUNTY in writing of any change in name or address of the Project Director as specified in Sub-paragraph 2.9.2	Inspection & Observation	$50 per occurrence
Exhibit B: Paragraph 2.0 – Specific Tasks	Contractor to maintain all required documents as specified in Sub-paragraph 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7	Inspection of Files	$50 per occurrence
Exhibit A: Section 912 - Record Retention & Inspection	Contractor to maintain all required documents as specified in Section 912	Inspection of Files	$50 per occurrence
Exhibit A: Sections 902 & 903 – Assignment and Subcontracting	Contractor shall obtain COUNTY's written approval prior to subcontracting any work	Inspection & Observation	$100 per occurrence; possible termination for default of contract
Exhibit B: Sub-paragraph 2.8 - Additional Requirements	Contractor's representative to attend monthly meeting	Attendance	$50 per occurrence
Exhibit B: Sub-paragraph 4.1 Performance Evaluation Meetings	Contractor's representative to attend regular performance evaluation meetings or as required by COUNTY	Attendance	$50 per occurrence

Homeboy Industries
Contract Period: November 2012 – June 2013
Award Amount: $650,000

Exhibit F

Personnel

Staff	FTE	Annual	Monthly
Program Director	22%	8,550.00	1,069.00
Program Manager	38%	14,400.00	1,800.00
Case Manager	44%	8,000.00	1,000.00
Case Manager	44%	7,560.00	945.00
Case Manager	44%	10,700.00	1,338.00
Case Manager	44%	8,450.00	1,056.00
Job Developer	40%	8,160.00	1,020.00
Job Developer	40%	8,160.00	1,020.00
Job Developer	40%	4,000.00	500.00
Job Developer	40%	7,380.00	923.00
Curriculum Director	25%	6,170.00	771.00
Mental Health Therapist	20%	5,640.00	705.00
Mental Health Therapist	20%	3,030.00	379.00
Director, Mental Health Therapist	5%	1,820.00	228.00
Legal Services	30%	7,580.00	948.00
Senior Navigator	23%	3,950.00	493.00
Senior Navigator	23%	3,950.00	493.00
20 Trainee Salaries	100%	198,050.00	24,756.00
Employee Benefits at 26%		82,050	10,256.00
Total Personnel Costs		397,600.00	49,700.00

Other Direct Costs

Item	Annual	Monthly
Tattoo Removal Treatments	77,560.00	9,700.00
Gas/Mileage	3,020.00	380.00
Client Transportation	6,020.00	750.00
New Image	19,430.00	2,430.00
Live Scan	260.00	30.00
Total Other Direct Costs	106,290.00	13,290.00

Purchased Services

Item	Annual	Monthly
UCLA School of Public Affairs	48,580.00	6,070.00

Indirect Costs

Item	Annual	Monthly
15% Administrative Fees	97,500.00	12,190,00

Contract Summary **$650,000.00** **$81,250.00**