



SACHI A. HAMAI  
Chief Executive Officer

County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

**DATE:** Wednesday, July 29, 2020  
**TIME:** 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL  
TELECONFERENCE NUMBER: (323) 776-6996 ID: 391452380#**

### **AGENDA**

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

- 1. CALL TO ORDER**
- 2. INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A.** Board Letter:  
FEDERAL EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION REPORT FOR FISCAL YEAR 2019-2020  
Speaker: Jessica McGrath and Michael Au-Yeung (District Attorney)
  - B.** Board Letter:  
DELEGATE AUTHORITY TO CHIEF EXECUTIVE OFFICE TO INCREASE THE CONTRACT SUM OF THE CURRENT AGREEMENT FOR INFORMATION AND REFERRAL SERVICES WITH THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY, INCORPORATED, DBA 211 LA COUNTY, TO MAINTAIN COVID19 RELATED SERVICES  
Speaker: Gevik Shahverdian and Emy Tzimoulis (CEO)
- 3. PRESENTATION/DISCUSSION ITEM(S):**
  - A.** Board Letter:  
APPROVAL OF THE AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION AND THE COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE TO IMPLEMENT A LOS ANGELES COUNTY PSYCHIATRIC SOCIAL WORKER PROGRAM IN CRIMINAL DEFENSE AGENCIES  
Speaker: Mark Delgado (CCJCC)
  - B.** Board Briefing:  
STATUS OF BODY WORN CAMERAS  
Speaker: Chris Marks (Sheriff) and David Turla (CEO)
- 4. PUBLIC COMMENT**  
(2 minutes each speaker)

Wednesday, July 22, 2020

**CLOSED SESSION:**

**CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Deana Varo, et al v. County of Los Angeles, et al.**

United States District Court Case No. CV 18-9025 DMG (KSx)

Department: District Attorney

**CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Marcus Stewart v. County of Los Angeles, et al.**

United States District Court Case No. CV 18-7739 GW (KSx)

Department: Probation

**5. ADJOURNMENT**

**6. UPCOMING ITEMS:**

**A. NONE**



JACKIE LACEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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HALL OF JUSTICE  
211 WEST TEMPLE STREET, LOS ANGELES, CA 90012 (213) 974-3500

August 11, 2020

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

Dear Supervisors:

**FEDERAL EQUITABLE SHARING AGREEMENT AND ANNUAL  
CERTIFICATION REPORT FOR FISCAL YEAR 2019-2020  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

Federal Equitable Sharing Agreement and Annual Certification Report for Fiscal Year 2019-2020, a prerequisite to receive equitably-shared cash, property, or proceeds.

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the District Attorney, on behalf of the County, to sign the enclosed Agreement which enables the District Attorney's Office to continue participation in the Federal Equitable Sharing Program and report the use of federal equitable sharing funds received in Fiscal Year 2019-2020.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In order for the Los Angeles District Attorney's Office (LADA) to receive federally forfeited cash, property, proceeds, and any interest thereon from the Federal Equitable Sharing Program, the DA is required to submit an Annual Federal Equitable Sharing Agreement and Certification form.

**IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Participation in the Federal Equitable Sharing Program is consistent with the County's Strategic Plan Goal No. 3, Realize Tomorrow's Government Today, by pursuing operational effectiveness, fiscal responsibility, and accountability.

### **FISCAL IMPACT/FINANCING**

Federal Equitable Sharing funds support law enforcement training, travel, communication and other eligible law enforcement costs. In Fiscal Year 2019-2020, District Attorney's Office utilized \$1,334,647.81 in Federal Equitable Sharing funds.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Comprehensive Crime Control Act of 1984 authorized federal officials to implement a national asset forfeiture program to target criminals, including drug dealers and white-collar criminals who prey on the vulnerable for financial gain. One of the most important provisions of asset forfeiture is the authorization to share federal forfeiture proceeds with cooperating state and local law enforcement agencies. The Department of Justice Asset Forfeiture Program serves to deter crime and provide additional resources to state and local law enforcement agencies. Local law enforcement agencies receive proceeds based on their participation on a federal task force comprised of state and local agencies, or from state or local investigations that are developed into federal cases.

Federal Equitable Sharing funds received from the Federal Equitable Sharing Program are deposited into a District Attorney Trust Fund and are used for eligible law enforcement operation costs. Forfeiture payments are made periodically by the U.S. Marshal's Office to the District Attorney's Office via Automated Clearing House transfers.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This program does not propose attorney staff augmentation. Therefore, the LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

### **CONCLUSION**

It is requested that the Executive Officer-Clerk of the Board return an adopted copy of this Board letter and the Federal Equitable Sharing Agreement and Annual Certification Report, with original signatures, to Michael Au-Yeung, Accounting Section, Los Angeles

The Honorable Board of Supervisors  
November 28, 2017  
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County District Attorney's Office, 211 West Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Michael Au-Yeung at (213) 257-2832 or via email at [Mau-yeung@da.lacounty.gov](mailto:Mau-yeung@da.lacounty.gov).

Respectfully submitted,

JACKIE LACEY  
District Attorney

Attachments

c: Chief Executive Officer  
County Counsel

EXECUTIVE OFFICE — BOARD OF SUPERVISOR

**AGENDA ENTRY**

DATE OF MEETING:	08/11/2020
DEPARTMENT NAME:	District Attorney's Office
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	3 Votes
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

**\*\*\* ENTRY MUST BE IN MICROSOFT WORD \*\*\***

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Instructions: To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

Recommendation: Approve and instruct the Chairman to sign the Federal Equitable Sharing Agreement and Annual Certification Report, a prerequisite for the District Attorney to receive equitably-shared cash, property, or proceeds.



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** CA019153A

**Agency Name:** Los Angeles County District Attorney's Office

**Type:** Prosecutor's Office

**Mailing Address:** 211 West Temple Street, Suite 200  
Los Angeles, CA 90012

**Agency Finance Contact**

**Name:** Au-Yeung, Michael

**Phone:** 213-257-2832

**Email:** mau-yeung@da.lacounty.gov

**Jurisdiction Finance Contact**

**Name:** Au-Yeung, Michael

**Phone:** 213-257-2832

**Email:** mau-yeung@da.lacounty.gov

**ESAC Preparer**

**Name:** Au-Yeung, Michael

**Phone:** 213-257-2832

**Email:** mau-yeung@da.lacounty.gov

**FY End Date:** 06/30/2020

**Agency FY 2021 Budget:** \$481,265,000.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$1,316,770.05	\$8,054.91
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$9,763.13	\$59.72
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$1,326,533.18	\$8,114.63
7	Equitable Sharing Funds Spent (total of lines a - n)	\$1,326,533.18	\$8,114.63
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$0.00	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$1,326,533.18	\$8,114.63
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$1,326,533.18	\$8,114.63

**Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Support of Community-Based Programs**

Recipient	Justice Funds	

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor****Name:** Becky Lau**Company:** Macias Gini & O'Connell LLP**Phone:** 213-408-8652**Email:** belau@mgocpa.com



**Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?**

YES ☒ NO ☐

**Prior year Single Audit Number Assigned by Harvester Database: 13184520191**

# Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ Yes ☒ No

### Agency Head

Name: Lacey, Jackie  
Title: District Attorney  
Email: jlacey@da.lacounty.gov

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Barger, Kathryn  
Title: Chair  
Email: Kbarger@bos.lacounty.gov

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



SACHI A. HAMAI  
Chief Executive Officer

## 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>

September 1, 2020

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

Dear Supervisors:

**DELEGATE AUTHORITY TO CHIEF EXECUTIVE OFFICE TO INCREASE THE  
CONTRACT SUM OF THE CURRENT AGREEMENT FOR INFORMATION AND  
REFERRAL SERVICES WITH THE INFORMATION AND REFERRAL FEDERATION  
OF LOS ANGELES COUNTY, INCORPORATED, DBA 211 LA COUNTY, TO  
MAINTAIN COVID-19 RELATED INCREASED CAPACITY AND SERVICES  
(ALL DISTRICTS - 3 VOTES)**

### **SUBJECT**

Authorize the Chief Executive Officer (CEO), or her designee, to amend the County's Information and Referral (I&R) Services agreement (Agreement) with Information and Referral Federation of Los Angeles County, Inc., dba 211 LA County (211 LA County) and increase the total contract sum by up to \$1,341,708. The purpose of this increase is to maintain the added staffing capacity at 211 LA County, in response to the unprecedented high call volumes that resulted from the Novel Coronavirus (COVID-19) pandemic in the County.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the CEO, or her designee, to amend the current I&R services agreement with 211 LA County, to increase the total contract sum of the Agreement by up to an additional \$1,341,708 for a new contract maximum of \$21,883,337. County Counsel's approval as to form will be obtained prior to execution.

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

### **211 LA County Contract**

On December 3, 2019, the Board of Supervisors (Board) authorized CEO to execute the Agreement with 211 LA County for a total maximum Contract sum of \$18,674,208. The Agreement provides health and human services, and general and specialized I&R Program services through the 2-1-1 dialing code. The current Agreement will expire on December 31, 2021.

Services rendered include:

1. Ensuring callers are directly connected to a service provider who can address their needs (*warm hand-offs*) on all crisis, abuse, and neglect calls, including those for the Departments of Children and Family Services (DCFS) Child Abuse Hotline, Workforce Development, Aging and Community Services (WDACS) Elder Abuse Hotline, Mental Health (DMH) ACCESS Hotline, and the Safely Surrendered Baby Hotline.
2. Assisting residents with unincorporated community services/code enforcement requests and conducting similar *warm hand-offs* to appropriate departments' representatives.
3. Providing I&R Program services to constituents seeking assistance through the America's Job Centers of California, Area Agency on Aging, and LA Found hotline, all funded by WDACS.
4. Making emergency information and resources available to the public whenever the County's Emergency Operations Center is activated, or a significant emergency is impacting the County.
5. Delivering services through special projects, such as: DCFS' Family Reunification Housing Subsidy Initiative; DCFS' Early Education Enrollment and Care Coordination; WDACS' Anti-Hate Campaign; CEO's Homeless Initiative Countywide Outreach System; DMH's Community Schools Initiative; CEO's Census 2020; and CEO's Coronavirus Public Health Emergency.

The Board delegated authority to the CEO to execute amendments to the Agreement and increase the contract sum by up to 10 percent of the original contract maximum. On January 29, 2020, the CEO executed Amendment No. One to update the WDACS Anti-Hate Campaign, add the Census 2020 special project, and increase the maximum contract sum to \$18,957,875. On March 17, 2020, the CEO executed Amendment

No. Two to provide information related to the COVID-19 Public Health Emergency special project and increase the maximum contract sum to \$20,108,689. On June 11, 2020, the CEO executed Amendment No. Three to extend the services related to the COVID-19 Public Health Emergency special project and increase the maximum contract sum to \$20,541,629. The CEO has exhausted the 10 percent delegated authority granted by the Board.

The recommended actions will allow the County to maintain the increased 211 LA County capacity to respond to the unprecedented high call volumes that resulted from the COVID-19 pandemic in the County.

#### COVID-19 Impact

Since the beginning of the COVID-19 pandemic in the County, 211 LA has been receiving almost triple its normal call volumes, which initially caused long wait times and high call abandonment rates. To address these issues, the CEO executed Amendment No. Two to add the COVID-19 special project, which enabled 211 LA to double its workforce through hiring of temporary Community Resource Advisors and handle approximately double of the call volume that it handled under normal circumstances.

As of now, the COVID-19 special project is extended until August 31, 2020. Approval of the recommended actions will provide the CEO with the additional delegated authority to further extend the COVID-19 special project until December 31, 2020.

#### Implementation of Strategic Plan Goals

The recommended action is consistent with all three goal areas of the County Strategic Plan Goal No. 1 Make Investments That Transform Lives: We will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time; Goal No. 2 Foster Vibrant and Resilient Communities: Our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of a network of public-private partnering entities supporting vibrant communities; and Goal No. 3 Realize Tomorrow's Government Today: Our increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

### **FISCAL IMPACT/FINANCING**

The contract sum was previously increased by \$1,583,754 using the CEO's existing delegated authority to launch the COVID-19 special project and provide COVID-19 related services through August 31, 2020. Approval of the recommended action will allow CEO to increase the contract sum by an additional \$1,341,708 to provide COVID-19 related services through December 31, 2020. The total increase of \$2,925,462 for this special project will be covered by Coronavirus Aid, Relief, and Economic Security (CARES) Act funding.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Section 26227 of the Government Code, the Board may appropriate and fund programs deemed by the Board 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, legal services; and the needs of financially, physically, mentally challenged, and aged persons.

In 1980, the Board adopted the first contract with 211 LA County (then known as Info Line) to provide I&R Program services to all County residents. On October 16, 2003, the California's Public Utilities Commission designated 211 LA County as the sole provider of 2-1-1 I&R Program services to the County.

### **IMPACT ON CURRENT SERVICES**

The additional delegated authority on the Agreement will enable the CEO to extend the COVID-19 special project, as needed, to ensure the increased call volume is handled, and uninterrupted I&R Program services for the public is provided by 211 LA County. All crisis services, such as Elder Abuse, Child Abuse, and Mental Health crisis needs will continue to be provided twenty-four (24) hours a day, seven (7) days a week.

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

SAH:FAD:TJM  
EDT:GS:km

The Honorable Board of Supervisors  
September 1, 2020  
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Enclosures

- c: Executive Office, Board of Supervisors
- County Counsel
- Children and Family Services
- Health Services
- Mental Health
- Public Health
- Public Social Services
- Workforce Development, Aging and Community Services





# COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE



500 WEST TEMPLE STREET, ROOM 520 • LOS ANGELES, CA 90012 • (213) 974-8398

August 11, 2020

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 THE AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT  
OF CORRECTIONS AND REHABILITATION AND THE COUNTYWIDE CRIMINAL  
JUSTICE COORDINATION COMMITTEE TO IMPLEMENT A LOS ANGELES  
COUNTY PSYCHIATRIC SOCIAL WORKER PROGRAM IN CRIMINAL DEFENSE  
AGENCIES  
(ALL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval of a funding agreement (Agreement) between the California Department of Corrections and Rehabilitation and the Countywide Criminal Justice Coordination Committee to fund three Los Angeles County Psychiatric Social Worker II positions (two in the Public Defender's office and one in the Alternate Public Defender's office) to support potential diversion opportunities for female defendants facing state prison sentences.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Executive Director of the Countywide Criminal Justice Coordination Committee (CCJCC), or his designee, to execute the attached agreement with the California Department of Corrections and Rehabilitation (CDCR) and accept funding in an amount up to \$2,305,342 to implement a Psychiatric Social Worker Program in County criminal defense agencies.
2. Approve interim ordinance authority pursuant to County Code Section 6.06.020 for three (3) Psychiatric Social Worker II (PSW II) positions, fully funded by CDCR funding, to be allocated within the partnering departmental budgets as follows: two (2) at the Public Defender's Office and one (1) at the Alternate Public Defender's Office.

3. Delegate authority to the Public Defender and Alternate Public Defender, or his and her designee, respectively, to hire the PSW II positions for the proposed project period.
4. Delegate authority to the CCJCC Executive Director, or his designee, to accept and execute amendments to the Agreement, subject to review and approval by County Counsel, that: (a) make administrative adjustments in accordance with any changes in State guidelines, regulations or requirements that may affect the terms and conditions of the Agreement; (b) make programmatic adjustments to the program goals, scope of services, and/or objectives accordingly; or (c) extend or otherwise modify the term of the Agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

CDCR and CCJCC have a history of partnership on innovative state prison diversion efforts. In May 2007, CCJCC launched the Women's Reentry Court (WRC) Program with funding support from CDCR as an alternative to custody for female parolees, probationers, and Post-release Supervised Persons charged with new felonies and facing prison sentences. A multi-agency collaborative program, WRC continues to this day, helping to reduce the number of custody sentences imposed and offering successful treatment for female offenders, many of whom suffer mental illness, substance abuse and extensive trauma history.

The proposed Agreement presented with this letter continues the partnership on innovative efforts by launching a Psychiatric Social Worker Program in the Public Defender's Office and Alternate Public Defender's Office. Through this program, the Public Defender and Alternate Public Defender will employ PSW II staff in order to develop social histories on female clients facing state prison sentences. The social histories developed by the psychiatric social workers may be factored in when alternative dispositions – such as Women's Reentry Court, Office of Diversion and Reentry housing, and other programs – are considered during the court process.

While final dispositions in cases are subject to the court process, the availability of a defendant's social history promotes a holistic approach to her case and can be a supporting factor for diversion outcomes. Research has shown that holistic defense models can at times reduce the imposition of a custodial sentence by 16% and sentence length by 24%.<sup>1</sup>

The proposed Agreement with CDCR enables Los Angeles County to launch this model. Specifically, approval of the recommendations will allow CCJCC to accept up to \$2,305,342 in funding from CDCR and serve as project director for the Los Angeles

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<sup>1</sup> Anderson, Buenaventura, and Heaton, *The Effects of Holistic Defense on Criminal Justice Outcomes*, Harvard Law Review (January 2019)

Psychiatric Social Worker Program. Approval of the recommendations will also allow the offices of the Public Defender and Alternate Public Defender to hire a total of three PSW II positions, with the cost being fully offset by CDCR funding via CCJCC.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions support the County's Strategic Plan Goal I, Make Investments That Transform lives, Strategy I.3, Reform Service Delivery Within Our Justice Systems, I.3.1, Reduce The Incidence of Involvement With Justice System Among Vulnerable Populations and Goal II, Foster Vibrant & Resilient Communities, Strategy II.2, Support The Wellness of Our Communities, II.2.1, Reduce Violence in Communities.

### **FISCAL IMPACT/FINANCING**

CDCR is providing funding in the amount of \$1,348,945 for an initial three-year project period. The funding agreement also includes two option years that would provide an additional \$956,398. If all option years are exercised by the state and CCJCC, total funding of \$2,305,342 will be provided to the County. The funding will be used for the salary and benefits of two PSW's IIs for the Public Defender and one PSW II for the Alternate Public Defender. There is no net county cost for the PSW II staff. The funding Agreement also includes indirect funding to CCJCC to support administrative and project management functions.

CCJCC will request the appropriate funding through the budget process for each fiscal year as follows:

FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24 (Option Year 1)	FY 2024-25 (Option Year 2)	Total
\$438,597	\$449,550	\$460,798	\$472,281	\$484,117	\$2,305,342

### **CONTRACTING PROCESS**

Not Applicable.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommendations will enable county justice partners and CDCR to continue partnerships on state prison diversion efforts. The recommended program will also support the identification of treatment needs and reentry supports that can help female defendants avoid state prison and succeed in the community.

The Honorable Board of Supervisors

August 11, 2020

Page 4 of 4

CCJCC, the Public Defender's Office, and the Alternate Public Defender's Office will develop a joint data collection plan to evaluate the impact of the PSW intervention efforts, measure recidivism, and estimate cost savings/cost avoidance. Data and outcomes will be reported to CDCR and will help the County assess the impact of the program for potential expansion.

## **CONCLUSION**

Upon approval, please return two (2) copies of the adopted Board letter to Mark Delgado, Executive Director of the Countywide Criminal Justice Coordination Committee.

Respectfully submitted,

MARK DELGADO, Executive Director  
Countywide Criminal Justice  
Coordination Committee

ERIKA ANZOATEGUI  
Alternate Public Defender

RICARDO GARCIA  
Public Defender

MD:nc

Attachment

c: Sachi Hamai, Chief Executive Officer  
Celia Zavala, Executive Officer, Board of Supervisors  
Ricardo Garcia, Public Defender  
Erika Anzoategui, Alternate Public Defender  
Mary Wickham, County Counsel

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

5225-C5609368

AGREEMENT NUMBER

C5609368

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTOR NAME

Los Angeles Countywide Criminal Justice Coordination Committee

2. The term of this Agreement is:

START DATE

Upon Approval

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$1,348,945.00 One Million, Three Hundred Forty-Eight Thousand, Nine Hundred Forty-Five Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Details and Payment Provisions	2
Exhibit B-1	Rate Sheet	5
Exhibit B-2	Budget Proposal Summary	1
Exhibit C *	General Terms and Conditions GTC 04/2017	5
Exhibit D	Special Terms and Conditions for Public Entity Agreements	14
Exhibit E	Prison Rape Elimination Policy - Volunteer/Contractor Information Sheet	2

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles Countywide Criminal Justice Coordination Committee

CONTRACTOR BUSINESS ADDRESS

520 Kenneth Hahn Hall of Administration, 500 West Temple Street

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

MARK DELGADO

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

5225-C5609368

AGREEMENT NUMBER

C5609368

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS

9832 Old Placerville Road, Suite B-2

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

NIKKI GUNTER

TITLE

Chief, Service Contracts Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Los Angeles County**  
**Psychiatric Social Worker Program Services**

**I. PURPOSE**

The California Department of Corrections and Rehabilitation (CDCR) Female Offender Programs and Services/Special Housing (FOPS/SH) Mission in partnership with the Los Angeles (LA) Countywide Criminal Justice Coordination Committee (CCJCC), will establish the LA County Psychiatric Social Worker Program (PSWP). The program will employ three full-time Psychiatric Social Worker II (PSWII) positions for the goal of identifying 20-25 female defendants each week, who face a new state prison sentence. The program's objective is to reduce recidivism by providing a resource for diverting cases to alternative dispositions and tracking the outcomes of the rehabilitative efforts serving female offenders.

This public entity agreement continues the partnership between the state and the county to provide effective rehabilitation services to justice-involved populations affecting both state and local justice systems. The Contractor with oversight by CDCRs, FOPS/SH Mission shall provide the program services to defendants represented by the Los Angeles County Public Defender's Office (PD) and Alternative Public Defender's Office (APD). The offices are headquartered as follows:

Los Angeles County Public Defender  
Clara Shortridge Foltz Criminal Justice Center  
210 West Temple Street, Ste. 19-513  
Los Angeles, CA 90012

Los Angeles County Alternate Public Defender  
Clara Shortridge Foltz Criminal Justice Center  
210 West Temple Street, Ste. 18-709  
Los Angeles, CA 90012

**II. BACKGROUND**

LA County and the CDCR have collaborated on state prison diversion efforts for several years. In 2007, funding from the CDCR enabled the county to launch the Women's Reentry Court program. An alternative to custody for female parolees, probationers, and those on Post Release Community Supervision who are charged with new felony offenses, the program supports successful community reintegration among female offenders who suffer from multiple issues, including mental illness, substance abuse, and extensive trauma histories.

This new PSWP funding agreement between the county and the state supports the work of psychiatric social workers within the Public Defender's Office and Alternate Public Defender's Office as part of a holistic defense model. Research shows that holistic defense models can reduce the likelihood of a custodial sentence by 16 percent and expected sentence length by 24 percent.

### **III. CONTRACTOR RESPONSIBILITIES**

The LA County PSWP will develop social histories, gather supportive records, and develop alternative disposition proposals for consideration for LA County Public Defender and Alternate Public Defender clients with active cases otherwise facing state prison sentences. Staff funded through this proposal will be exclusively assigned to these clients facing state prison sentences. Cases that are diverted through this effort will result in fewer state prison commitments. It is estimated that approximately 20 to 25 cases per week could be served.

Within 30 calendar days of this Agreement being executed, LA CCJCC will work jointly with the PD and APD to develop a data collection plan to help measure the impact of the program. The impacts measured may include, but not be limited to:

- a. Impact on the number of state prison sentences and their length;
- b. Impact on recidivism outcome (as data allows);
- c. estimate of cost savings/cost avoidance

### **IV. ADMINISTRATION**

Upon execution of this Agreement, the Contractor will work with the three full-time PSWIs allocated for this agreement and noted on the Exhibit B-1 Rate Sheet. The PSWI duties shall include, but not limited to, tracking the following data:

- a. the number of cases served
- b. the number of clients served
- c. reductions in length of sentence
- d. number of prison days saved
- e. the number of cases diverted from state prison

The Contractor shall compile this data and write a monthly PSWP Data Report(s). This report shall be kept with the LA County PSWIs assigned to this agreement and made available for Program Accountability Reviews (PAR) conducted by FOPS/SH staff on an as needed basis. A copy of this report shall be submitted to the FOPS/SH Contract Analyst by the 15<sup>th</sup> of every month.

The Contractor shall develop an annual PSWP Data Report that includes the information provided on the monthly PSWP Data Report along with outcomes tracked by the independent entity. This annual report is due no later than one month after the annual anniversary date of the contract.

The Contractor shall invoice a monthly payroll report to the FOPS/SH Contract Analyst by the 15<sup>th</sup> of every month. The monthly invoice details the monthly pay, benefits, deductions and expenses for each of the three full-time PSWIs assigned to this agreement.

Contractor shall monitor all aspects of the PSWP and the delivery of the services.



**V. CDCR RESPONSIBILITIES**

CDCR will provide overall program oversight by:

- a. working closely with the Contractor during activation and on-going program implementation
- b. providing support and assistance to the Contractor in meeting stated contract goals and program objectives identified in the Agreement
- c. monitoring the progress of the Contractor in achieving the stated goals and program objectives identified in the Agreement
- d. processing monthly invoices within 45 days of receipt

**VI. DATA MANAGEMENT**

CDCR reserves the right to revise the data requirements, reporting timeframes, and/or procedures under this Agreement to meet the needs of the State without processing an Amendment. CDCR will notify the Contractor of any additional data contract requirements, reporting timeframes, and/or procedure changes 30 calendar days prior to the effective date of the change. CDCR will not require changes to the data requirements that would have a significant fiscal impact on the Contractor.

**VII. RELEASE OF INFORMATION**

The Contractor shall consult with FOPS/SH Contract Analyst in the development of any program data or material to be released to the public, news media, or other professional groups. The Contractor shall submit all program information, reports, brochures, summary documents or press releases and media articles for review and approval by FOPS/SH prior to dissemination. The CDCR shall be listed in the credits of all published documents developed, in whole or in part, with contract funds. The Contractor shall follow departmental procedures for all issues regarding contact with news media. All materials and program data developed using contract funds shall become the property of the CDCR at the end of the contract term.

**VIII. EVALUATE PROGRAM EFFECTIVENESS**

The effectiveness of the program shall be evaluated by FOPS/SH using all documentation submitted by the Contractor.

**IX. FAILURE TO PERFORM SERVICES**

Should the Contractor fail to adequately perform the services under the terms of this Agreement and CDCR policies and procedures, the Contractor shall not be permitted to continue to provide services under this Agreement. CDCR shall state in writing the reason(s) the Contractor does not meet the Agreement terms and/or CDCR policies and procedures. The CDCR will not be required to pay the Contractor for any vacant PSWII position(s). The Contractor is required to comply with any Corrective Action Plan (CAP) issued by CDCR as a result of a contractor performance evaluation.

Failure to provide and/or improve services within the time frame established in the CAP may result in sanctions for non-compliance. Continued failure may result in a termination of the Agreement.

**X. CONTRACT TERM AND EXTENSION**

The initial term of this Agreement is 36 months. If it is determined to be in the best interest of the State, and upon agreement between CDCR and the Contractor, the State may extend this Agreement for two (2) optional one (1) year terms.

**XI. CDCR CONTACT INFORMATION**

Should questions or problems arise during the term of this Agreement, the Contractor shall contact the following offices:

Billing/Payment Issues:

California Department of Corrections and Rehabilitation  
Female Offender Programs and Services/Special Housing  
Tasha Renison, Contract Analyst  
Phone Number: (916) 324-0797  
Fax Number: (916) 323-2888  
Email: Tasha.Renison@cdcr.ca.gov

Scope of Work/Performance Issues:

California Department of Corrections and Rehabilitation  
Female Offender Programs and Services/Special Housing  
Tasha Renison, Contract Analyst  
Phone Number: (916) 324-0797  
Fax Number: (916) 323-2888  
Email: Tasha.Renison@cdcr.ca.gov

General Contract Issues:

California Department of Corrections and Rehabilitation  
Female Offender Programs and Services/Special Housing  
Tasha Renison, Contract Analyst  
Phone Number: (916) 324-0797  
Fax Number: (916) 323-2888  
Email: Tasha.Renison@cdcr.ca.gov

**XII. LA CCJCC CONTACT INFORMATION**

Billing and General Contract Issue:

Countywide Criminal Justice Coordination Committee  
Mark Delgado, Executive Director  
520 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012  
(213) 974-8399  
Email: [MDelgado@ccjcc.lacounty.gov](mailto:MDelgado@ccjcc.lacounty.gov)

**1. Invoicing and Payment**

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 Rate Sheet, and made a part of this Agreement. Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.
- b. Invoices shall include the Agreement Number, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to the address provided below.
- c. The Contractor also has the option to submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

**To submit invoices for all Headquarters contracts (DAPO, DAI, DRP, Legal, Office of Offender Services, etc):**

California Department of Corrections and Rehabilitation (CDCR)  
ASB - Sacramento  
Attention: **Accounts Payable A**  
P.O. Box 187015  
Sacramento, CA 95818-7015

**For electronic submission, send invoices to:**  
[APAContractInvoice@cdcr.ca.gov](mailto:APAContractInvoice@cdcr.ca.gov)

**2. Budget Contingency Clause**

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

**4. Subcontractors**

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**5. Advanced Payment for Non-Profit Organizations**

Pursuant to Government Code Section (GC) 11019, upon review and approval of CDCR, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty five percent (25%) of the annual budget for each fiscal year. The CDCR will review and determine the need for an advance payment using the criteria contained in the department's procedures for advance payments to Community-Based, Private, Non-Profit Organizations, CDCR shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each fiscal year of the agreement.

**6. City/County Rate Increase**

It is understood that the city/county may regulate some or all of the Contractor's rates for services. In the event the city/county increases the rates that directly affect the services provided in this Agreement, the Contractor may, once during the term of the Agreement, request from the State an increase in the rates stated in this Agreement. The Contractor must submit a written request to the State with a copy of the resolution from the city/county listing the prior rates and new rates and effective date of the new rates.

Los Angeles Countywide Criminal Justice Coordination Committee  
California Department of Corrections and Rehabilitation  
Rate Sheet

Agreement Number C5609368

Exhibit B-1

Female Offender Programs and Services/Special Housing  
Los Angeles Countywide Criminal Justice Coordination Committee  
Fiscal Year 2020/2021  
July 1, 2020 - June 30, 2021

A.	PERSONNEL	No. of Positions	Maximum Monthly Salary	% of Project Time	Months	ANNUAL TOTAL
	Psychiatric Social Worker II (Public Defender)	2.0	\$ 7,448	100%	12	\$ 178,752
	Psychiatric Social Worker II (Alternate Public Defend	1.0	\$ 7,448	100%	12	\$ 89,376
	<b>Total Staff Salaries</b>					<b>\$ 268,128</b>
	<b>Total Staff Benefits (% of Total Staff Salaries)</b>			Current Percentage =	60.37%	\$ 161,869
				<b>TOTAL PERSONNEL COSTS (A)</b>		<b>\$ 429,997</b>
D.	<b>TOTAL INDIRECT COSTS</b>		Percentage of Subtotal Annual Direct Expenses =		2.0%	\$ 8,600
E.	<b>PROFITS/SERVICE FEE</b>		Percentage of Subtotal Annual Direct Expenses =			
	<b>TOTAL BID AMOUNT FROM CONTRACTOR (SUM OF A+B+C+D+E)</b>					<b>\$ 438,597</b>
	<b>TOTAL AMOUNT FOR FISCAL YEAR 2020/2021(SUM OF A+B+C+D+E)</b>					<b>\$ 438,597</b>

Los Angeles Countywide Criminal Justice Coordination Committee  
California Department of Corrections and Rehabilitation  
Rate Sheet

Agreement Number C5609368

Exhibit B-1.1

Female Offender Programs and Services/Special Housing  
Los Angeles Countywide Criminal Justice Coordination Committee  
Fiscal Year 2021/2022  
July 1, 2021 - June 30, 2022

A.	PERSONNEL	No. of Positions	Maximum Monthly Salary	% of Project Time	Months	ANNUAL TOTAL
	Psychiatric Social Worker II (Public Defender)	2.0	\$ 7,634	100%	12	\$ 183,216
	Psychiatric Social Worker II (Alternate Public Defender)	1.0	\$ 7,634	100%	12	\$ 91,608
	<b>Total Staff Salaries</b>					<b>\$ 274,824</b>
	<b>Total Staff Benefits (% of Total Staff Salaries)</b>			Current Percentage =	<b>60.37%</b>	<b>\$ 165,911</b>
				<b>TOTAL PERSONNEL COSTS (A)</b>		<b>\$ 440,735</b>
D.	<b>TOTAL INDIRECT COSTS</b>		<b>Percentage of Subtotal Annual Direct Expenses =</b>		<b>2.0%</b>	<b>\$ 8,815</b>
E.	<b>PROFITS/SERVICE FEE</b>		<b>Percentage of Subtotal Annual Direct Expenses =</b>			
	<b>TOTAL BID AMOUNT FROM CONTRACTOR (SUM OF A+B+C+D+E)</b>					<b>\$ 449,550</b>
	<b>TOTAL AMOUNT FOR FISCAL YEAR 2021/2022(SUM OF A+B+C+D+E)</b>					<b>\$ 449,550</b>

Los Angeles Countywide Criminal Justice Coordination Committee  
California Department of Corrections and Rehabilitation  
Rate Sheet

Agreement Number C5609368  
Exhibit B-1.2

Female Offender Programs and Services/Special Housing  
Los Angeles Countywide Criminal Justice Coordination Committee  
Fiscal Year 2022/2023  
July 1, 2022 - June 30, 2023

A.	PERSONNEL	No. of Positions	Maximum Monthly Salary	% of Project Time	Months	ANNUAL TOTAL
	Psychiatric Social Worker II (Public Defender)	2.0	\$ 7,825	100%	12	\$ 187,800
	Psychiatric Social Worker II (Alternate Public Defender)	1.0	\$ 7,825	100%	12	\$ 93,900
	Total Staff Salaries					\$ 281,700
	Total Staff Benefits (% of Total Staff Salaries)				Current Percentage = 60.37%	\$ 170,062
	TOTAL PERSONNEL COSTS (A)					\$ 451,762
D.	TOTAL INDIRECT COSTS	Percentage of Subtotal Annual Direct Expenses =			2.0%	\$ 9,035
E.	PROFITS/SERVICE FEE	Percentage of Subtotal Annual Direct Expenses =				
	TOTAL BID AMOUNT FROM CONTRACTOR (SUM OF A+B+C+D+E)					\$ 460,798
	TOTAL AMOUNT FOR FISCAL YEAR 2022/2023(SUM OF A+B+C+D+E)					\$ 460,798

Los Angeles Countywide Criminal Justice Coordination Committee  
California Department of Corrections and Rehabilitation  
Rate Sheet

Agreement Number C5609368  
Exhibit B-1.3

Female Offender Programs and Services/Special Housing  
Los Angeles Countywide Criminal Justice Coordination Committee  
Fiscal Year 2023/2024  
July 1, 2023 - June 30, 2024 Optional Year\*

A.	PERSONNEL	No. of Positions	Maximum Monthly Salary	% of Project Time	Months	ANNUAL TOTAL
	Psychiatric Social Worker II (Public Defender)	2.0	\$ 8,020	100%	12	\$ 192,480
	Psychiatric Social Worker II (Alternate Public Defender)	1.0	\$ 8,020	100%	12	\$ 96,240
	<b>Total Staff Salaries</b>					<b>\$ 288,720</b>
	<b>Total Staff Benefits (% of Total Staff Salaries)</b>			Current Percentage =	60.37%	\$ 174,300
				<b>TOTAL PERSONNEL COSTS (A)</b>		<b>\$ 463,020</b>
D.	<b>TOTAL INDIRECT COSTS</b>		Percentage of Subtotal Annual Direct Expenses =		2.0%	\$ 9,260
E.	<b>PROFITS/SERVICE FEE</b>		Percentage of Subtotal Annual Direct Expenses =			
			<b>TOTAL BID AMOUNT FROM CONTRACTOR (SUM OF A+B+C+D+E)</b>			<b>\$ 472,281</b>
			<b>TOTAL AMOUNT FOR FISCAL YEAR 2023/2024(SUM OF A+B+C+D+E)</b>			<b>\$ 472,281</b>

\* Optional Year - If it is determined to be in the best interest of the State, upon agreement between CDCR and the Contractor, the State may extend this Agreement for one (1) Optional Year.



Los Angeles Countywide Criminal Justice Coordination Committee  
California Department of Corrections and Rehabilitation  
Rate Sheet

Agreement Number C5609368

Exhibit B-1.4

Female Offender Programs and Services/Special Housing  
Los Angeles Countywide Criminal Justice Coordination Committee  
Fiscal Year 2024/2025  
July 1, 2024 - June 30, 2025 Optional Year\*

A.	PERSONNEL	No. of Positions	Maximum Monthly Salary	% of Project Time	Months	ANNUAL TOTAL
	Psychiatric Social Worker II (Public Defender)	2.0	\$ 8,221	100%	12	\$ 197,304
	Psychiatric Social Worker II (Alternate Public Defender)	1.0	\$ 8,221	100%	12	\$ 98,652
	<b>Total Staff Salaries</b>					<b>\$ 295,956</b>
	<b>Total Staff Benefits (% of Total Staff Salaries)</b>			Current Percentage =	<b>60.37%</b>	<b>\$ 178,669</b>
				<b>TOTAL PERSONNEL COSTS (A)</b>		<b>\$ 474,625</b>
D.	<b>TOTAL INDIRECT COSTS</b>		Percentage of Subtotal Annual Direct Expenses =		<b>2.0%</b>	<b>\$ 9,492</b>
E.	<b>PROFITS/SERVICE FEE</b>		Percentage of Subtotal Annual Direct Expenses =			
	<b>TOTAL BID AMOUNT FROM CONTRACTOR (SUM OF A+B+C+D+E)</b>					<b>\$ 484,117</b>
	<b>TOTAL AMOUNT FOR FISCAL YEAR 2024/2025(SUM OF A+B+C+D+E)</b>					

\*Optional Year - If it is determined to be in the best interest of the State, upon agreement between CDCR and the Contractor, the State may extend this Agreement for one (1) Optional Year.

LOS ANGELES COUNTY  
 PSYCHIATRIC SOCIAL WORKER  
 PROGRAM SERVICES

Budget Proposal Summary

FISCAL YEAR		
Total for FY 20/21 (Exhibit B-1)	\$	438,597
Total for FY 21/22 (Exhibit B-1.1)	\$	449,550
Total for FY 22/23 (Exhibit B-1.2)	\$	460,798
<b>Total Bid Amount</b>	<b>\$</b>	<b>1,348,945</b>
BASIS OF AWARD		

OPTIONAL YEARS\*

FISCAL YEAR		
Total for FY 23/24*	\$	472,281
Total for FY 24/25*	\$	484,117

\*If it is determined to be in the best interest of the State, upon Agreement between CDCR and the Contractor, the State may extend this Agreement for one (1) optional year term. The services for the extended period shall be provided at the rates specified on the Optional Year Rate Sheet.

**1. Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

**2. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

**3. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

**4. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

**5. Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**6. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

**7. Extension of Term**

If it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

**8. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and

the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

#### **9. Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

#### **10. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

#### **11. Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

## **12. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

## **13. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

## **14. Employment of Ex-offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

## **15. Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code

of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

**a. Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain designated employees of the contractor may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

**b. Current State Employees**

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - (a) Using an official position for private gain;
  - (b) Giving preferential treatment to any particular person;
  - (c) Losing independence or impartiality;
  - (d) Making a decision outside of official channels; and
  - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with

any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

## **16. Travel**

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.



**17. Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

**18. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

**19. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**20. Expendable Equipment**

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

**21. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**22. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to

the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

### **23. Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

### **24. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

### **25. Insurance Requirements**

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

Commercial General Liability - Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined.

Auto Liability – Provider possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

The certificate of insurance must include the following provisions:

- The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

State of California  
California Department of Corrections and Rehabilitation  
Office of Business Services  
9838 Old Placerville Road, Suite B-2  
Sacramento, CA 95827

- The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California, under the contract (SCM 7.40).

## **26. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

***The following provisions apply to services provided on departmental and/or institution grounds:***

**27. Bloodborne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**28. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

## **29. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

## **30. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

## **31. Prison Rape Elimination Policy**

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted

of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

### **32. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.

- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

### **33. Gate Clearance**

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.



CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
PRISON RAPE ELIMINATION POLICY  
Volunteer/Contractor Informational Sheet

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect and respond to sexual violence, staff sexual misconduct and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders will encompass: Abusive Sexual Contact, Nonconsensual Sex Acts, or Sexual Harassment by an Offender (towards an offender). The two remaining types of sexual offenses covered by PREA are Staff Sexual Misconduct and Staff Sexual Harassment (towards an offender).

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishment.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

### Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect
- Speaking without judging, blaming, or being demeaning
- Listening to others with an objective ear and trying to understand their point of view
- Avoiding gossip, name calling, and what may be perceived as offensive or “off-color” humor
- Taking responsibility for your own behavior

### Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor. The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

### Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim.

*I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.*

\_\_\_\_\_  
Volunteer/Contractor Name (Printed)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Volunteer/Contractor

\_\_\_\_\_  
Current Assignment within Institution

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Supervisor in Current Assignment