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

LEROY D. BACA, SHERIFF

February 21, 2006

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

Dear Supervisors:

APPROVE AGREEMENT WITH THE AMER-I-CAN FOUNDATION TO PROVIDE DISTURBANCE MEDIATION TRAINING SERVICES IN THE LOS ANGELES COUNTY JAILS (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Sheriff to sign an agreement substantially similar in form to the attached sample agreement, with the Amer-I-Can Foundation (Amer-I-Can). Amer-I-Can will provide Disturbance Mediation Training services in the county jails for the Sheriff's Department's Inmate Services Unit, to be effective April 1, 2006. The term of this agreement shall be for one (1) year, plus four (4) one-year options.

2. Authorize the Sheriff, or his designee, to execute all change orders, extensions, and amendments as specified in the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to continue to provide recurring disturbance mediation training classes in the County jails which ended in April 2005.

The Los Angeles County Sheriff's Department (Department) is responsible for ensuring the safety of each inmate who enters the jail system. The transient nature of inmates in the jail system necessitates the existence of an aggressive disturbance mediation

training program. The contractor is required to implement and maintain the training program with little or no setup time. Inmates are constantly entering and exiting the jail system, creating a burden on Department staff to maintain security, and creating an added safety risk to resident inmates and staff.

Under the agreement, Amer-I-Can will provide recurring disturbance mediation training classes to male inmates housed primarily at the North County Correctional Facility (NCCF). The goal of the contractor shall be to assist the Department in reducing racial and gang-motivated jail violence.

The program is structured to demonstrate to the Department that inmates attending such classes will be less likely to become involved in racially or gang-related jail violence.

Implementation of Strategic Plan Goals

The services provided support the County's Strategic Goals for Service Excellence. Specifically, the contract will allow Amer-I-Can to provide disturbance mediation training to male inmates.

FISCAL IMPACT/FINANCING

This contract is funded by the Inmate Welfare Fund.

The maximum annual contract sum is not to exceed $300,000 for each twelve (12) month period effective April 1, 2006. The total maximum contract sum is not to exceed $1,500,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department has custodial facilities located throughout Los Angeles County. On average, the Department houses 18,300 male inmates on a daily basis, 4,200 of whom are housed at NCCF. The average length of stay for inmates in the County jail system is 45 days. Approximately 150,000 male inmates enter and leave the correctional system on an annual basis. During incarceration, educational classes, alcohol and drug prevention programs, life skills programs and other services are offered to provide inmates an opportunity to rehabilitate and/or gain awareness towards living a better life.

Under this agreement, training classes will be administered in a classroom setting to adult male inmates housed primarily at NCCF, or any other County jail facility, at the discretion of the Sheriff.

The contractor shall structure the program to demonstrate to the Department that inmates attending such classes will be less likely to become involved in racial or gang-related jail violence. The program training shall focus on, but not be limited to, behavior and interpersonal relations in the context of curbing disturbances in the jail facility.

This training program has been tested in the Department under a previous contract in delivering disturbance mediation training to male inmates. The Amer-I-Can curriculum provides the male inmate population with classes, which focus on tolerance and responsibility, motivation, habits and attitudes, goal setting, problem solving and decision making, emotional control and effective communication. It is the goal of the Department that inmates attending such classes will be less likely to become involved in racial or gang-related jail violence.

In June 2005, the auditing firm Conrad and Associated, LLP, completed a review of the program and made several recommendations which have to enhance the Department's ability to monitor the contract, as well as clarify a number of work requirements of the contractor which were not clearly articulated in the contract. The proposed agreement referenced by this Board letter addresses each of the deficiencies documented in the audit and reinforces contract work requirements to ensure a successful program.

This agreement is in compliance with all Board, Chief Administrative Officer, and County Counsel requirements, and has been approved as to form by County Counsel. The Department is requesting authority to execute a contract substantially similar to the enclosed agreement because the Sheriff is in the final stages of negotiating the agreement due to the expedited need for these services. Any variation between the attached sample agreement and the final executed agreement will be non-material.

CONTRACTING PROCESS

In our effort to assess whether or not a program such as this is currently, or has recently existed in a jail in California, our Inmate Services Unit (ISU) posted a request for such information from the members of the California Jail Programs Association. To date, seven respondents have stated that such a program does not exist in their jail. The American Civil Liberties Union was also contacted. They too knew of no such program currently in existence anywhere. ISU has been attempting to solicit information from the California Prison System, however, their responses have not been received to date.

Inquiries with the County's Probation Department and Department of Public Social Services indicated that there are no County employees or County programs which have the professional in-custody background to conduct a specialized racial and gang-motivated disturbance mediation program.

On August 1, 2005, the Department posted a Request for Letters of Interest (RLOI), both on the Sheriff's and County websites, and received expressions of interest from 14 vendors. A number of respondents did not, in their letters, disclose their level of experience or background. It was evident that the diversity of responding firms, plus the lack of information from others, necessitated the issuance on December 5, 2005, of a second, amended request for Letters of Interest which more clearly defined the Department's needs. The revised request, which was sent to each of the original respondents, required that competing firms demonstrate expertise and experience conducting racial and gang-related disturbance mediation in a jail or prison environment, and that they possess the full-time staffing to quickly implement and maintain such a program.

This requirement is justified because the custody environment places unique pressures on inmates that are not common in a private or public setting. When instructors have familiarity with these pressures and jail dynamics, their familiarity legitimizes the program to the inmates and encourages participation which is critical to the success of the program. Only the Amer-I-Can Foundation was able to state that it possessed the background and full-time staffing to provide such a program.

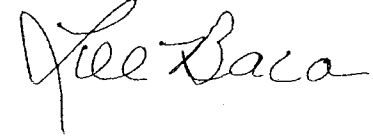
IMPACT ON CURRENT SERVICES

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

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Sheriff's Department's Contracts Unit.

Sincerely,



LEROY D. BACA
SHERIFF

DISTURBANCE MEDIATION TRAINING SERVICES

FOR

THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN THE

COUNTY OF LOS ANGELES

AND

THE AMER-I-CAN FOUNDATION

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT FOR DISTURBANCE MEDIATION TRAINING SERVICES

Table of Contents

RECITALS 1

1.0 AGREEMENT AND INTERPRETATION 1
- 1.1 Agreement 1
- 1.2 Interpretation 1
- 1.3 Additional Terms and Conditions 2
- 1.4 Construction 2

2.0 DEFINITIONS 2

3.0 ADMINISTRATION OF AGREEMENT – COUNTY. 5
- 3.1 County Project Director. 5
- 3.2 County Project Manager. 5
- 3.3 Consolidation of Duties 6
- 3.4 County Personnel 6

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR. 6
- 4.1 Contractor Project Director. 6
- 4.2 Contractor Project Manager. 7
- 4.3 Approval of Contractor Staff. 7
- 4.4 Project Status Reports by Contractor 8

5.0 WORK; APPROVAL AND ACCEPTANCE. 9
- 5.1 General 9

6.0 CHANGE ORDERS AND AMENDMENTS 9
- 6.1 General 9
- 6.2 Audit of Change Order Work 9

7.0 TERM 10

8.0 PRICES AND FEES. 10
- 8.1 Maximum Contract Sum 10

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS 11

10.0 INVOICES AND PAYMENTS. 11

11.0 LIQUIDATED DAMAGES 13

12.0 NOTICES 14

13.0 ARM'S LENGTH NEGOTIATIONS 14

14.0 SURVIVAL 15

SIGNATURES 16

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT FOR DISTURBANCE MEDIATION TRAINING SERVICES

Table of Contents

EXHIBITS

EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS
EXHIBIT B – STATEMENT OF WORK
EXHIBIT C – PRICE SHEET
EXHIBIT D – TECHNICAL EXHIBITS
EXHIBIT E – CONTRACTOR'S EEO CERTIFICATION
EXHIBIT F – CHARITABLE CONTRIBUTIONS CERTIFICATION
EXHIBIT G – ENTRY APPLICATION FOR CUSTODY FACILITIES
EXHIBIT H1 – CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT H2 – CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBITS, CONTRACTOR'S WORK

EXHIBIT AA – PROGRAM SCHEDULE AT STARTUP
EXHIBIT BB – SYLLABUS
EXHIBIT CC – ORIENTATION SESSION, METHODS/FORMS
EXHIBIT DD – GRADUATION CEREMONY, METHODS/FORMS
EXHIBIT EE – QUALITY CONTROL PLAN
EXHIBIT FF – QUALITY ASSURANCE PLAN

RECITALS

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and the Amer-I-Can Foundation, a non-profit corporation organized under the laws of California, located at 1851 Sunset Plaza Drive, Los Angeles, California 90069 ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department desires to enter into an Agreement with a qualified vendor to provide Disturbance Mediation Training Services;

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence, and sufficient staffing to provide such Disturbance Mediation Training Services; and

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

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

1.0 AGREEMENT AND INTERPRETATION

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

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

1.2.1 Exhibit A – Additional Terms and Conditions

1.2.2 Exhibit B – Statement of Work

1.2.3 Exhibit C – Price Sheet

1.2.4 Exhibit D – Technical Exhibits

1.2.5 Exhibit E – Contractor's EEO Certification

1.2.6 Exhibit F – Charitable Contributions Certification

1.2.7 Exhibit G – Entry Application for Custody Facilities

1.2.8 Exhibit H1– Contractor's Employee Acknowledgement and Confidentiality Agreement

Exhibit H2 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

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

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

2.0 DEFINITIONS

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

2.1 "Agreement" has the meaning set forth in *Paragraph 1.1, Agreement*.

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

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

2.4 "Change Order" has the meaning set forth in *Section 6.0, Change Orders and Amendments*

2.5 "Contractor Key Personnel" has the meaning set forth in *Subparagraph 4.3.2*.

2.6 "Contractor Project Director" has the meaning set forth in *Paragraph 4.1 Contractor Project Director*.

2.7 "Contractor Project Manager" has the meaning set forth in *Paragraph 4.2, Contractor Project Manager*.

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

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

2.10 "County Indemnitees" has the meaning set forth in *Exhibit A, Additional Terms and Conditions, Paragraph 13.1, Indemnification*.

2.11 "County Project Director" has the meaning set forth in *Paragraph 3.1, County Project Director*.

2.12 "County Project Manager" has the meaning set forth in *Paragraph 3.2, County Project Manager*.

2.13 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a deliverable in the Statement of Work or any approved Change Order or amendment.

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

2.15 "Dispute Resolution Procedure" has the meaning set forth in *Exhibit A, Additional Terms and Conditions, Section 2.0, Dispute Resolution Procedure*.

2.16 "Effective Date" means the first date on which this Agreement has been executed by all parties and approved by the Board.

2.17 "Graduation Ceremony" means the block of time set aside during the final training session used to acknowledge the accomplishments of Program student participants.

2.18 "Infringement Claims" has the meaning set forth in *Exhibit A, Additional Terms and Conditions, Section 14.0, Intellectual Property Indemnification*.

2.19 "Initial Term" has the meaning set forth in *Section 7.0, Term*.

2.20 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in *Paragraph 10.4, Invoice Discrepancy Report*.

2.21 "Jury Service Program" has the meaning set forth in *Exhibit A, Additional Terms and Conditions, Section 33.0, Compliance with Jury Service Program*.

2.22 "Maximum Contract Sum" has the meaning set forth in *Section 8.0, Prices and Fees*.

2.23 "Option Term" has the meaning set forth in *Section 7.0, Term*.

2.24 "Orientation Session" means the block of time set aside during the first training session used to introduce student participants to the Program.

2.25 "Perishable Instructional Materials" has the meaning set forth in *Section 8.0, Prices and Fees*.

2.26 "Pre-approved Subcontractor" has the meaning set forth in *Exhibit A, Additional Terms and Conditions, Section 1.0, Subcontracting*.

2.27 "Program Cycle" means a grouping of successive training classes designed to deliver the classroom curriculum outlined in *Exhibit B, Statement of Work, Paragraph 3.1*.

2.28 "Project Status Reports" has the meaning set forth in *Paragraph 4.4, Project Status Reports by Contractor*.

2.29 "Recruitment" means the act of soliciting inmate participation in the Program.

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

2.31 "Statement of Work" or "SOW" means the Statement of Work, attached as *Exhibit B, Statement of Work* to this Agreement, as the same may be amended by any approved Change Order or amendment.

2.32 "Syllabus" means an outline which describes in detail each of the subject areas listed in *Exhibit B, Statement of Work, Paragraph 3.1* and any additional subject areas that Contractor deems appropriate to the Project.

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

2.34 "Term" has the meaning set forth in *Section 7.0, Term*.

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

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

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

Karen S. Dalton, Director
Los Angeles County Sheriff
Inmate Services Unit
450 South Bauchet Street
Los Angeles, California 90012
Phone: (213) 893-5882
Fax: (323) 415-6576
E-Mail: ksdalton@lasd.org

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

3.1.3 Except as set forth in *Section 6.0, Change Orders and Amendments* of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

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

3.2 County Project Manager.

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

Jody Sharp, Lieutenant
Los Angeles County Sheriff
North County Correctional Facility
29340 The Old Road
Castaic, California 91384
Phone: (661) 295-7801
Fax: (323) 415-3059
E-Mail: jsharp@lasd.org

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

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

3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time give to such person by County.

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

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

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

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

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

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

Bo Taylor, Director
The Amer-I-Can Foundation
1851 Sunset Plaza Drive
Los Angeles, California 90069
Ph: 323-707-4158

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

4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager

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

[_____]

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

4.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.

4.3 Approval of Contractor's Staff

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

4.3.2 Contractor shall endeavor to assure continuity, during the Term of this Agreement, of Contractor personnel performing key functions under this Agreement, including instructional and assisting staff collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, collectively "Contractor Key Personnel". Notwithstanding the foregoing, County Project Director may, upon mutual agreement with Contractor, require the removal of any Contractor Technical Staff or Contractor Key Personnel.

4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel or Technical Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen

(15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel or Contract Technical Staff with individuals having qualifications at least equivalent to those of Contractor Key Personnel and Technical Staff being replaced.

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

4.3.6 County recognizes that Contractor, in the interest of promoting the program or enhancing the learning experience for students, may on occasion request to utilize special guest speakers in the classroom. Contractor must request and secure written authorization from the Sheriff's Project Manager for any person whom the Contractor wishes to secure entry for the above-stated purpose. Contractor shall, upon request by the Sheriff's Project Manager, provide any and all necessary information or documentation to the Project Manager for the express purpose of evaluating the validity of and need for the special entry into the Sheriff's custody facility.

4.3.7 In the event of a dispute between the parties to this Agreement as to the extent of the qualifications and/or security clearances of staff or other persons proposed by Contractor to assist with the program, or the minimum level or background of such staff or other persons, the Contractor shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the Contractor. Notwithstanding this *Paragraph 4.3*, the Sheriff retains full and final authority to approve or deny entry of any Contractor staff person or other person proposed to assist Contractor throughout the Term of this Agreement.

4.4 Project Status Reports by Contractor

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and each County Project Manager with written reports ("Project Status Reports") which contain the information required in *Sections 9.0 and 10.0,* of the *Statement of Work*, and such other information as County Project Director or County Project Manager may from time to time reasonably request.

5.0 WORK; APPROVAL AND ACCEPTANCE

5.1 General

Contractor acknowledges that, subject to this *Section 5.0, Work; Approval and Acceptance*, all Work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable on a monthly basis in accordance with the terms and conditions of this Agreement, including this *Section 5.0, Work; Approval and Acceptance*, *Section 8.0, Prices and Fees*, and *Section 10.0, Invoices and Payments*.

6.0 CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this *Section 6.0, Change Orders and Amendments*.

6.1 General

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

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

6.1.2 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or *Exhibit A, Additional Terms and Conditions*, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.2 Audit of Change Order Work.

County is entitled to audit, in accordance with *Section 42.0, Records and Audits* of *Exhibit A, Additional Terms and Conditions*, Contractor's compliance with *Section 6.0, Change Orders and Amendments* in respect of Work performed pursuant to a Change Order.

7.0 TERM

The term of this Agreement shall commence upon the Effective Date and shall continue for a period of one (1) year, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to four additional one (1) year periods (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this *Section 7.0, Term*.

8.0 PRICES AND FEES

8.1 Maximum Contract Sum

The Maximum Contract Sum for this Agreement is ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (**$1,500,000**) which is the maximum amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Agreement. The Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other Work, nor for any incidental or administrative expenses whatsoever, incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Rate Per Session

The Rate Per Session under this Agreement shall be the monetary amount payable by County to Contractor for each session of classroom instruction provided to County and as required under this Agreement for the Term. The Rate Per Session for this Agreement hereunder shall in no event, expressly or by implication, and regardless of class size, exceed ONE THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND FIFTY CENTS (**$1,562.50**), except as provided for under *Subparagraph 8.2.1*.

8.2.1 Cost of Living Adjustments (COLAs)

The Agreement Rate Per Session and Rate Per Session for billable cancelled sessions published in *Paragraph 8.2* may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief

Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employees' salaries, no cost of living adjustments will be granted. COLAs shall implemented by Amendment to the Agreement executed by the Sheriff pursuant to *Section 6.0, (Change Orders and Amendments)*.

8.3 Perishable Instructional Materials (PIMS)

Contractor assumes all liability for the purchase of all Perishable Instructional Materials (PIMS). PIMS are defined as student handouts, instructional aides, paper, document reproduction, markers, pens, pencils and related perishable supplies used to perform Work as a result of this Agreement.

PIMS do not include non-perishable items such computers, projectors, video, audio or other equipment, equipment costs, equipment rental, and equipment depreciation. Contractor assumes all liability for equipment purchases and/or equipment rental.

PIMS must be reviewed and approved by the Sheriff's Project Manager in writing *prior* to disbursement to inmates. Any The County shall not be obligated to pay for the cost of any instructional materials or perishable items.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

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

10.0 INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Project Director shall be responsible for a detailed evaluation of Contractor's performance before approval of Work and/or authorization of payment of invoices. All invoices shall be mailed to the following address:

Los Angeles County Sheriff's Department
Accounts Payable
4700 Ramona Boulevard, Room 316
Monterey Park, California 91754

10.2 Invoice Content

Payment for all work shall be subject to the Rate Per Session specified above in *Paragraph 8.2*, less any amounts assessed in accordance with *Agreement, Section 11.0, Liquidated Damages*. County shall not pay Contractor for any costs which exceed the Rate Per Session specified above in *Paragraph 8.2*.

10.2.1 Invoice shall include a brief description of the session topics (Deliverables) and the period of performance for which payment is claimed. The period of performance specified in Contractor's invoice must coincide with the prior month billable period (most recent Curriculum Vitae). Each invoice submitted by Contractor shall reference:

- Contractor 's Agreement number;
- Period of performance of work being invoiced;
- Number of sessions, session dates, and session hours completed; (attach Schedule)
- Number of students having completed each session;
- Name(s) of person(s) who conducted the sessions;

10.2.2 Include the total amount of the invoice.

10.3 No Out-of-Pocket Expenses

County shall not pay Contractor for any overtime premiums, holidays, vacation, or sick leave. Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.4 Contractor Responsibility

Contractor shall invoice County on a monthly basis only for the classes conducted and not later than thirty (30) days after the completion of the prior month billable period. County shall be under no obligation to remit payment for late, lost, or mishandled invoices. Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.5 County's Right to Withhold

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

11.0 LIQUIDATED DAMAGES

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

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

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

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, *Exhibit D2*, and that the Contractor shall be liable to the County for liquidated damages in the said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

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

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

12.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1)

with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisory Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention:
Facsimile: (323) 267-6687

To Contractor: [_____]
Attention: [_____]
Facsimile: [_____]

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

13.0 ARM'S LENGTH NEGOTIATIONS

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

14.0 SURVIVAL

The following *Paragraphs* of this Agreement shall survive its expiration or termination for any reason: *1, 2, 8, 10, 11, 12, 13*, and all the terms and conditions set forth in *Exhibit A, Additional Terms and Conditions*.

* * * * *

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
THE AMER-I-CAN FOUNDATION

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective April 1, 2006.

COUNTY OF LOS ANGELES

By _____
Mayor, County of Los Angeles

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

The Amer-I-Can Foundation
CONTRACTOR

Signed: _____
Printed: _____
Title: _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gary Gross
Principal Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

(For all Service Agreements)

TABLE OF CONTENTS

Page

1.0 SUBCONTRACTING 1

2.0 DISPUTE RESOLUTION PROCEDURE 3

3.0 CONFIDENTIALITY. 5

4.0 TERMINATION FOR INSOLVENCY. 7

5.0 TERMINATION FOR DEFAULT 8

6.0 TERMINATION FOR CONVENIENCE. 9

7.0 TERMINATION FOR IMPROPER CONSIDERATION. 9

8.0 TERMINATION FOR GRATUITIES 10

9.0 EFFECT OF TERMINATION 10

10.0 WARRANTY AGAINST CONTINGENT FEES. 11

11.0 AUTHORIZATION WARRANTY 12

12.0 FURTHER WARRANTIES 12

13.0 INDEMNIFICATION AND INSURANCE 12

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION 15

15.0 BUDGET REDUCTIONS 16

16.0 FORCE MAJEURE 16

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT 16

18.0 COMPLIANCE WITH APPLICABLE LAW 18

19.0 FAIR LABOR STANDARDS 18

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES 19

21.0 NONDISCRIMINATION IN SERVICES 20

TABLE OF CONTENTS
(continued)

Page

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION. 21

23.0 HIRING OF EMPLOYEES 21

24.0 CONFLICT OF INTEREST 21

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION 22

26.0 RESTRICTIONS ON LOBBYING 22

27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT 22

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE 23

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST 23

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S CHILD SUPPORT ENFORCMENT 23

31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. 23

32.0 RECYCLED-CONTENT PAPER 24

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM. 24

34.0 BACKGROUND AND SECURITY INVESTIGATIONS 26

35.0 ACCESS TO COUNTY FACILITIES 26

36.0 COUNTY FACILITY OFFICE SPACE 26

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS. 26

38.0 PHYSICAL ALTERATIONS 27

39.0 FEDERAL EARNED INCOME TAX CREDIT 27

40.0 ASSIGNMENT BY CONTRACTOR 27

41.0 INDEPENDENT CONTRACTOR STATUS. 27

TABLE OF CONTENTS
(continued)

Page

42.0 RECORDS AND AUDITS 28

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES 29

44.0 NO THIRD PARTY BENEFICIARIES 30

45.0 MOST FAVORED PUBLIC ENTITY 30

46.0 COUNTY'S QUALITY ASSURANCE PLAN 30

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST 30

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION) .....

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT 31

50.0 SAFELY SURRENDERED BABY LAW 31

51.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE. 32

52.0 WAIVER 32

53.0 GOVERNING LAW, JURISDICTION, AND VENUE 32

54.0 SEVERABILITY 32

55.0 RIGHTS AND REMEDIES 33

56.0 FACSIMILE 33

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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

1.0 SUBCONTRACTING

1.1 General

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

1.2 Procedure for Subcontracting

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

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

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

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

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

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

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

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

1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see *Exhibit H1, Contractor's Employee Acknowledgement and Confidentiality Agreement*) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

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

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

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

of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

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

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

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

2.2 Continued Work

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

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

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

2.3 Dispute Resolution Procedures

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

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

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

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

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

2.4 Documentation of Dispute Resolution Procedures

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

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to *Section 4.0, Termination for Insolvency*, *Section 5.0, Termination for Default*, *Section 6.0 Termination for Convenience*, or *Section 7.0, Termination for Improper Consideration*, in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor

may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Contract (*Exhibit H1* to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2 Disclosure of Information.

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

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

obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

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

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

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under *Section 25.0, Resolicitation of Bids, Proposals, or Information*.

3.4 Use of County Name

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

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

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

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

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

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this *Section 3.0, Confidentiality* may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this *Section 3.0, Confidentiality*.

4.0 TERMINATION FOR INSOLVENCY

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

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

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

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

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

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

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow

County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this *Section 5.0, Termination for Default*, or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this *Paragraph 5.1* shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this *Section 5.0, Termination for Default* it is determined by County or otherwise that Contractor was not in default under the provisions of this *Section 5.0, Termination for Default* or that the default was excusable or curable under the provisions of this *Section 5.0, Termination for Default* the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to *Section 6.0, Termination for Convenience* of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this *Section 5.0, Termination for Default*, County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this

Paragraph 5.3 Completion of Work, any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience.

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

6.2 No Prejudice; Sole Remedy

Nothing in this *Section 6.0, Termination for Convenience* is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this *Paragraph 6.2* shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this *Section 6.0, Termination for Convenience* by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in *Section 4.0, Termination for Insolvency*, *Section 5.0, Termination for Default*, *Section 6.0, Termination for Convenience*, *Section 7.0, Termination for Improper Consideration*, or *Section 8.0, Termination for Gratuities*, in each case, of this Exhibit, then:

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

9.1.2 Unless County has terminated the Agreement pursuant to *Section 6.0, Termination for Convenience* of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

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

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied

pursuant to *Section 11.0, Liquidated Damages*, of the Agreement, to the extent applicable; and

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

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new Contractor, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to *Section 6.0, Termination for Convenience* of this Exhibit or *Paragraph 5.2, Deemed Termination for Convenience* of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in *Exhibit C, Price Sheet* of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this *Paragraph 9.2, Transition Services*, Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this *Section 9.0, Effect of Termination* are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

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

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

11.0 AUTHORIZATION WARRANTY

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

12.0 FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

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

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

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

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

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

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense

pursuant to Contractor's indemnification obligations under this *Section 13.0, Indemnification and Insurance* shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this *Paragraph 13.2, General Insurance Requirements*. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to:

Los Angeles County Sheriff's Department
Mr. Angelo Faiella, Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

(i) Specifically identify the Agreement;

(ii) Clearly evidence all coverages required in the Agreement;

(iii) Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;

(iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and

(v) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

13.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

(i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

(ii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars ($1,000,000) per accident.

(iii) Workers' Compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement.

Such insurance shall include Employer's Liability coverage covering accident and disease. In respect of accident, the limit shall be not less than one million dollars ($1,000,000) per accident, and, in respect of disease, the policy limit shall be not less than one million

dollars ($1,000,000) and not less than one million dollars ($1,000,000) for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

(i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

(iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(v) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to *Section 5.0, Termination for Default* of this Exhibit and seek all remedies pursuant to *Section 9.0, Effect of Termination* of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to *Paragraph 5.3, Completion of Work* of this Exhibit..

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to *Paragraph 13.1, Indemnification* of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses

(including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

15.0 BUDGET REDUCTIONS

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

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this *Section 16.0, Force Majeure*, the term "subcontractor" and "subcontractors" mean subcontractors at any tier

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

17.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for three (3) years, and terminate any or all existing contracts Contractor may have with the County.

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

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

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

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

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

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

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

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

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

18.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses

(including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed byContractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

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

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this *Part 20.0, Nondiscrimination, Affirmative Action, and Assurances* when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this *Part 20.0, Nondiscrimination, Affirmative Action, and Assurances* have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this *Paragraph 20.5* shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this *Section 21.0, Nondiscrimination in Services*, discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to *Paragraph 13.1, Indemnification* of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to *Section 4.0, Termination for Insolvency* of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to *Section 5.0, Termination for Default* of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

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

approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

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

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

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

27.0 CONSIDERATION OF GAINPROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this *Paragraph*, "GAIN") or general relief opportunity for work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

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

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

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

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

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

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

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants

that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this *Section 31.0, Contractor's Warranty of Adherence to County's Child Support Compliance Program* shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to *Section 5.0, Termination for Default* of this Exhibit.

32.0 RECYCLED-CONTENT PAPER

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

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

33.2 Written Employee Jury Service Policy.

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

33.2.2 For purposes of this *Section 33.0, Compliance with Jury Service Program*, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this *Section 33.0, Compliance with Jury Service Program*. The provisions of this *Section 33.0, Compliance with Jury Service Program* shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

33.2.4 Contractor's violation of this *Section 33.0, Compliance with Jury Service Program* of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under the Agreement. The cost of background checks is the responsibility of the Contractor.

35.0 ACCESS TO COUNTY FACILITIES

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

36.0 COUNTY FACILITY OFFICE SPACE

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

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

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

38.0 PHYSICAL ALTERATIONS

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

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this *Paragraph 40.1*, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff on behalf of the County with the written concurrence of the County Counsel.

40.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with *Paragraph 40.1* of this Exhibit.

41.0 INDEPENDENT CONTRACTOR STATUS

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

41.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

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

41.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (*Exhibit H1*) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

42.0 RECORDS AND AUDITS

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this *Section 42.0, Records and Audits*, Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

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

42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation,

and certificate, in duplicate, to Henry Yee, Manager, Sheriff's Department Contracts Unit, 4700 Ramona Boulevard, Room 214, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this *Section 44.0, No Third Party Beneficiaries* shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

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

46.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

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

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

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

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

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

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

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

51.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in *Exhibit F*, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

52.0 WAIVER

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

53.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

54.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

55.0 RIGHTS AND REMEDIES

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

56.0 FACSIMILE

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

* * * * *

EXHIBIT B

STATEMENT OF WORK

DISTURBANCE MEDIATION TRAINING SERVICES

1.0 INTRODUCTION

The Los Angeles County Sheriff's Department has custodial facilities located throughout Los Angeles County. On average, the Sheriff's Department houses 18,300 male inmates on a daily basis, 4,200 of whom are housed at the North County Correctional Facility alone. The average length of stay for inmates in the County jail system is 45 days. Approximately 150,000 male inmates enter and leave the correctional system on an annual basis. During incarceration, educational classes, alcohol and drug prevention programs, life skills programs and other services are offered to provide inmates an opportunity to rehabilitate and/or gain awareness towards living a better life.

2.0 SCOPE OF SERVICES

Under this Agreement, training classes shall be administered in a classroom setting to adult male inmates housed primarily at the Sheriff's North County Correctional Facility (NCCF), 29340 The Old Road, Castaic, 91384, or any other County jail facility, at the discretion of the Sheriff.

The goal of the Contractor shall be to assist the Sheriff's Department in reducing racial and gang-motivated jail violence.

Contractor shall structure the Program to demonstrate to the Sheriff's Department that inmates attending such classes will be less likely to become involved in racial or gang-related jail violence.

The Program training shall focus on, but not be limited to, behavior and interpersonal relations in the context of curbing disturbances in the jail facility. The specific areas of study for this training shall focus primarily, though not exclusively, on the Classroom Curriculum subject areas listed in *Paragraph 3.1*.

3.0 DELIVERABLES

3.1 Classroom Curriculum

The classroom curriculum shall include, but shall not be limited to, training in the following subject areas:

3.1.1 Tolerance. Trainees will learn to identify the triggers behind racially motivated and gang-related violence, and manage the stresses relating to racism and gang affiliation.

3.1.2 Responsibility. Trainees will learn the importance of accountability for the choices they make.

3.1.3 Motivation, Habits and Attitudes. This component of the Program assists in the self-examination of personal habits and attitudes.

3.1.4 Goal Setting. Trainees will learn how to identify, set and achieve goals which are applicable in a context of disturbance mediation to determine if the goals have the essential components required for attainment; i.e., are the goals realistic, worthwhile, attainable, measurable, and timely?

3.1.5 Problem Solving and Decision Making. Application of practical solutions to everyday conflicts within a jail setting.

3.1.6 Emotional Control. Understanding emotions, anger management techniques, and the application of these techniques in a jail setting.

3.1.7 Effective Communication. Application of techniques which foster effective and expressive communication.

Contractor shall, at the request of the Sheriff's Project Director, modify the Classroom Curriculum at any time during the Agreement Term. The Sheriff's Project Director shall have final approval over any changes to the Classroom Curriculum.

3.2 Schedule

Contractor shall provide recurring disturbance mediation training classes two to four times weekly. Classroom sessions shall be six (6) hours in length and subject to approval by the Sheriff's Project Director. Classroom instruction shall not exceed 24 hours per calendar week. Training may be conducted Monday through Friday. Hours may range from 7:00 a.m. to 6:00 p.m. Exceptions shall be made for legal County Holidays. Actual schedules will be established upon agreement with the Sheriff's Project Director.

Classroom sizes are expected to range from 50 to 70 inmates however, the County does not guarantee a minimum or maximum class size.

The schedule shall be designed based upon a Program Cycle. A Program Cycle is a grouping of successive training classes designed to deliver the classroom curriculum outlined in *Paragraph 3.1*. A full Program Cycle includes each subject at least once, and at the completion of a Program Cycle the Contractor shall hold a graduation ceremony, pursuant to *Paragraph 3.7*. Due to the fact that the average length of stay (ALOS) for inmates in the County jail system is 45 days, the Program Cycle shall not exceed 21 calendar days in length.

3.2.1 Contractor shall provide to the Sheriff's Project Director a schedule of classroom instruction for each Program Cycle not less than two (2) calendar weeks before the beginning of each Program Cycle. Jail logistics require that only one (1) Program Cycle may be conducted at any one time throughout the Term of this Agreement. Program Cycles shall not overlap. Each of the subjects listed above in *Paragraph 3.1, Classroom Curriculum* must be offered at least once (minimum) during each Program Cycle. Not more than two (2) subjects may be covered during a single six (6) hour classroom session.

3.2.2 The schedule must include titles for each session commensurate with the description of Classroom Curriculum in *Paragraph 3.1* above. The proposed schedule format must show proposed dates, times and the names of instructors. Contractor shall ensure that each graduating participant has successfully completed training in each of the Deliverable subject areas.

3.2.3 Contractor shall provide an initial schedule, *Agreement, Exhibit AA*, for the first Program Cycle for approval by Sheriff's Project Director prior to executing an Agreement.

3.2.4 Contractor shall, at the request of the Sheriff's Project Director, modify the schedule at any time during the Agreement Term. The Sheriff's Project Director shall have final approval over any changes to the schedule or any other component of the Classroom Curriculum.

3.3 Syllabus

3.3.1 Contractor's Syllabus, *Agreement, Exhibit BB*, shall outline in detail each of the subject areas listed in *Paragraph 3.1,*

Classroom Curriculum and any additional subject areas that Contractor deems appropriate to this Project.

3.3.2 Contractor shall, when appropriate, or at the request of the Sheriff's Project Director, modify the Syllabus at any time during the Agreement Term (see *Paragraphs 3.4 and 3.7*). The Sheriff's Project Director shall have final approval over the content of, or any changes to, the Syllabus.

3.4 Student Withdrawals

3.4.1 Contractor shall evaluate the reasons for all student withdrawals. Contractor shall provide professional observations for the reasons of the withdrawals, evaluate causal Program flaws, if any, and execute corrective measures, when needed, including changes to the classroom content when necessary [see *Paragraph 3.3, Syllabus*].

3.4.2 Contractor shall provide a description of the methods, as well as forms to be used to document the withdrawals, the reasons for withdrawals, proposed changes to the Program, if any, and Contractor's plan for reporting said withdrawals. These evaluation documents shall be incorporated into Contractor's Quality Assurance program as defined in *Section 10.0*.

3.5 Orientation

3.5.1 Contractor shall conduct a formal Orientation session with each new class of Program participants. The Orientation shall minimally serve to describe the purpose of the Program, introduce the instructor(s), and describe the teaching methods, expectations and Program goals.

3.5.2 Contractor shall conduct the Orientation sessions during the first hour of the first classroom session for each Program Cycle. The Orientation shall not be counted as a classroom subject, and shall not be compensated separately from classroom sessions.

3.5.3 A detailed description of Contractor's Orientation session is provided as *Agreement, Exhibit CC*. The Sheriff's Project Director reserves the right to modify the Orientation session content or any other component of the Classroom Curriculum.

3.6 Graduation

3.6.1 Contractor shall conduct a formal graduation ceremony at the end of each Program Cycle. A graduation shall take place during the last scheduled class session of each Program Cycle, and shall not exceed two (2) hours in length. Contractor shall not be compensated separately for the graduation ceremony.

3.6.2 A detailed description of Contractor's Graduation ceremony, student requirements for attending graduation, as well as student certificates and forms required for graduation are provided in the *Agreement, Exhibit DD*. Students shall minimally be required to attend 75% of the program cycle hours to be considered for graduation. Other criteria for graduation shall include good behavior during the program as well as demonstrated receptivity to the program by the student. The Sheriff's Project Director reserves the right to modify the Graduation ceremony, criteria for graduation, or any other component thereof, at any time throughout the Term of the Agreement.

3.6.3 Contractor shall provide a description of the methods, as well as forms to be used to document student behavior, receptivity and general classroom performance. Documentation shall state the reasons for each student failure when applicable. Contractor shall outline a plan for reporting student performance, and any resulting changes required of the program where program deficiencies are noted by the Sheriff's Project Director. These evaluation documents shall be incorporated into Contractor's Quality Assurance program as defined in *Section 10.0*.

3.7 Post-Disturbance Notifications – Reporting

It is understood that inmates who graduate from the Program may, at some later date, be involved in a jail disturbance or altercation. Information concerning disturbances or altercations involving Program graduates will be provided to Contractor by Sheriff's Project Manager.

3.7.1 Contractor shall, on a weekly basis, be advised in writing by the Sheriff's staff of any graduate requiring discipline as a result of an altercation, and the circumstances surrounding said action. Contractor shall report back to the Sheriff's Project Manager in writing within 5 business days. The report shall carefully describe Contractor's professional observations of the reasons for the inmate's involvement as well as a recommended remedial plan.

3.7.2 Contractor shall incorporate the knowledge garnered from said debriefings into the classroom content [see *Paragraph 3.3, Syllabus*]. Contractor shall modify the course Schedule, Curriculum, Syllabus and/or teaching methodologies to address any deficiencies revealed by such debriefings, as appropriate.

3.7.3 Contractor's reporting method shall be incorporated into Contractor's Quality Assurance program as defined in *Section 10.0*. The Sheriff' Project Director reserves the right to modify the debriefing format and/or reports used for the debriefing.

4.0 Program Restrictions

4.1 Contractor shall not dispense legal advice or provide direct legal representation to Sheriff's inmates through this Agreement. Inmates in need of legal representation shall be referred to qualified non-profit organizations.

4.2 Inmates in need of representation are only to be referred to qualified non-profit legal services programs, such as Public Counsel, the pro bono arm of the Los Angeles County Bar Association, and approved Bar Association lawyer referral services programs. Referrals for other purposes shall only be made to appropriate government, community and non-profit agencies.

4.3 All records of referrals shall be maintained by Contractor for a period of five (5) years following the expiration of this Agreement. Contractor shall implement necessary procedures to ensure that the Program is not used to solicit business for private practitioners or others, or for referral to for-profit agencies, individuals or others.

4.4 Violation of this *Section 4.0* shall be cause for termination of the Agreement for default.

5.0 Program Goals

Contractor shall structure the Program Schedule to ensure that between 600 and 800 inmates per year graduate from the Program. The Sheriff reserves the right to determine a maximum number of graduates. Inmates may elect to, or be required to repeat the Program in its entirety. In either instance, each inmate-graduate shall count toward the aggregate minimum attendance total for the Program.

Contractor shall, to the fullest extent possible, strive to ensure that Program graduates will be less likely to participate in, or initiate, future jail

disturbances (regardless of motivation) than non-graduate inmates [see *Section 10.0, Quality Assurance Program*].

6.0 One-Time Jail Operations and Policies Session (Contractor)

All personnel providing services on behalf of Contractor shall, prior to commencing Work, attend a four (4) hour jail operations session. The session shall be conducted by Sheriff's Department staff in a single class session. The four (4) hour jail operations and policies session is a requirement under this Agreement and is not billable to the County.

7.0 Materials / Handouts / Audiovisual

Contractor shall use all necessary handouts, audio visual aids, including information about community resources designed to assist inmates, and/or other materials to ensure for a thorough educational experience.

All materials, handouts, and/or audiovisual aides to be used in the classroom shall be submitted to the Sheriff's Project Manager three (3) business days prior to the use of said material, for written approval.

8.0 Minimum Staffing Requirements

8.1 Staffing for classroom instruction shall be at the discretion of the Contractor and subject to approval by the Sheriff's Project Director under the following minimum guidelines:

a. Instructor: Each staff person assigned by Contractor as an instructor for the purpose of this Project must minimally be in the full-time employment of Contractor, and possess a certificate as a trained instructor from an accredited educational institution in any one of the following (or equivalent) disciplines:

- Gang Violence Intervention
- Gang Violence Prevention
- Gang Mediation
- Conflict Resolution and/or Mediation (general)
- Any of the Deliverables listed in *Paragraph 3.1*

b. Non-Instructor Assistant Staff: Each and any assisting staff person (classroom assistant) assigned by Contractor for the purpose of this Project must minimally be in the fulltime employment of Contractor, and possess a high school diploma or general education diploma (G.E.D.) from an accredited secondary school in the United States of America. At no time throughout the Term of this Agreement shall such classroom

assistant substitute, replace, or fill in as an instructor, except if the classroom assistant is in compliance with the minimum requirements for instructors as defined in this *Paragraph 8.1* and in *Paragraph 8.2*, and subject to all other conditions set forth in this *Section 8.0*.

8.2 Each proposed minimally qualified instructor described above in *Paragraph 8.1* must possess a minimum of three (3) years' work experience teaching or assisting in areas of expertise related to the Deliverable subject matter outlined in *Paragraph 3.1*.

Not all proposed instructors are required to possess expertise in every Deliverable subject-matter area. All instructors assigned to the Project by Contractor throughout the Term of this Agreement must, in the aggregate, be capable of providing the instructional services for *all* Deliverables outlined in *Section 3.0*.

8.3 Each proposed classroom assistant, as well as any guest speaker assigned to the classroom must work under the direct supervision of the instructor who shall, in addition to the requirements in *Paragraphs 8.1 and 8.2*, act as classroom supervisor. A classroom instructor must be assigned to, and be present in, each classroom for each and every classroom session.

8.4 Upon the determination by the Sheriff's Department that 10% or more of students attending a class are of non-English speaking Hispanic origin, Contractor shall ensure that, for every such session conducted, at least one (1) instructor and/or one (1) assistant staff person assigned to the classroom is bilingually fluent in both English and Spanish. A certificate of Spanish fluency is not required.

The Sheriff's Project Director, however, shall have final authority, at any time, to informally assess the language fluency of any bilingual individual assigned to a classroom.

8.5 Contractor shall staff one (1) Project Director or one (1) Project Manager who will be able to receive telephonic communication from the Sheriff's Department, as needed, on a 24-hours-per day, 7-days-per-week basis, for notifications in case sessions need to be cancelled. The Project Director or Project Manager may also perform instructional duties provided they meet the requirements outlined in this *Section 8.0*.

8.6 Contractor shall, upon execution of an Agreement with County, provide to Sheriff's Project Director, any and all resumes, licenses, professional

certificates, diplomas, memberships and personal references of proposed staff assigned to the Project.

Sheriff's Project Director shall have the opportunity to interview any of Contractor's proposed staff and shall have final authority to approve or disapprove any proposed instructor or classroom assistant.

8.7 Contractor shall, throughout the Term of this Agreement, annually provide all updated documents listed in *Paragraph 8.6* to the Sheriff's Project Director.

8.8 Contractor may assign instructors and/or assisting staff only with a minimum of 15 days' prior notice to the Sheriff's Project Director, and a minimum of 30 days prior to commencing Work. Changes to Contractor's staff may be affected only upon providing 15 days' prior notice to the Sheriff's Project Director before such instructor is permitted to commence Work. Additional detail is provided in the *Agreement, Sub-paragraph 4.3.3*.

8.9 Each of the conditions set forth above in this *Section 8.0* is supplemental to the terms and conditions set forth in the *Agreement, Paragraph 4.3, Approval of Contractor's Staff*.

9.0 Quality Control Plan (QC)

Contractor shall provide a comprehensive quality control (QC) plan (*Agreement, Exhibit EE*). The Sheriff' Project Director reserves the right to modify the QC Plan at any time throughout the Term of the Agreement.

This *operational* QC plan, at a minimum, must include the following:

A. Activities to be monitored to ensure compliance with all contract requirements described in the *Agreement, Exhibit D2, Performance Requirements Summary* chart;

B. A comprehensive tracking and record keeping of all inmates who successfully matriculate through the curriculum (Show how you will do this and how the County can be assured that the information you provide can be made readily available.);

C. Monitoring methods to be used (i.e., computer databases, spreadsheets, logbooks, sign-in/out sheets, etc.);

D. Frequency of monitoring (How often will you review this information?);

E. Samples of forms to be used in monitoring (employee time records, employee sign-in/out sheets, contractor's complaint process and reports, student sign-in/out sheets, etc);

F. Recruitment methods, controls, forms (*Sub-paragraph 3.4.2*).

G. Title/level and qualifications of personnel performing monitoring functions (i.e., who will be responsible for tracking this information; the Contractor's Project Director, Manager, instructor, or some other staff person?) and;

H. File maintenance of all monitoring results, including any corrective action taken. (Where will you keep this information? What will you do if something goes wrong? i.e., an instructor fails to arrive for class on time, instructor is failing to properly account for student attendance, staff is failing to sign in and out of the classroom, or an instructor or class assistant has been found violating a County jail security policy?)

10.0 Quality Assurance Plan (QA)

Contractor shall provide a comprehensive quality assurance (QA) plan (*Agreement, Exhibit FF*). The QA plan must demonstrate to the County how the Contractor will ensure that the Disturbance Mediation Program is achieving its stated purpose to reduce violence in the jails. The Sheriff' Project Director reserves the right to modify the QA Plan at any time throughout the Term of the Agreement.

The QA Plan, at a minimum, must include the following:

A. A list and description of identifiable, measurable outcomes; (i.e., what are the expected results of your Program?)

B. Student attendance requirements and examinations (if any), thresholds for absences, and methods for conducting learning assessments.

C. Metrics or methods for conducting measurements; (How are you going to measure it? i.e., tracking graduates' behaviors, involvement in future jail disturbances, etc?)

D. Frequency of monitoring;

E. Samples of documentation to be used in monitoring; (i.e., the forms, charts, summaries of disturbances, summaries of follow-up interviews with violators (debriefing reports), etc.)

F. Student Withdrawal reporting method(s) and sample reports as defined in *Sub-paragraph 3.4.2*.

G. Post-Disturbance debriefing method(s) and sample reports as defined in *Sub-paragraph 3.7.3*.

H. Title/level and qualifications of personnel performing monitoring functions; (i.e., who will be responsible for tracking this information; the Contractor's Project Director, Manager, instructor, or some other staff person?) and;

H. Methods of tracking measurements and a plan for addressing deficiencies. (Will you use computer software, paper logbooks, both? What will you do if something goeswrong? i.e., the Program is not reducing violence or changing inmate behaviors, or inmates are not interested in joining the classes?)

11.0 Dispute

In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, Contractor shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the Contractor.

12.0 Location(s)

Contractor shall provide recurring disturbance mediation training classes to the male inmates housed primarily at the North County Correctional Facility (NCCF) or other Sheriff's custody facility as deemed appropriate by the Sheriff. The Sheriff shall have final and sole discretion in determining where training classes are to be held, and reserves the right

to use any Sheriff's custody facility in Los Angeles County. The NCCF facility is located at the following address:

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

All services to be provided under this Agreement will be administered and monitored by the Sheriff's Correctional Services Division, Inmate Services Unit.

Due to the fact that classroom instruction is administered in a custody setting, and that the overriding goal of Sheriff's Department is to maintain a secure and safe environment for inmates, Sheriff's staff, and visiting professionals, the Los Angeles County Sheriff reserves the right to amend, alter, and/or modify any pre-approved schedule or location for classroom instruction.

13.0 <u>Cancellation of Classes</u>

The Los Angeles County Sheriff, in the interest of safety or other law enforcement measures, reserves the right to cancel any pre-approved classroom instruction, or deny the entry of Contractor's staff to any custody facility for such purpose.

13.1 Classes which are canceled by the Sheriff, and for which the Contractor has been given at least four (4) hours' advance notice by the Sheriff of such cancellation, are not billable.

13.2 Classes which are canceled by the Sheriff, and for which the Sheriff is unable to provide at least four (4) hours' advance notice to Contractor, may be billable (non-inclusive of teaching materials) at a rate to be determined prior to the execution of an Agreement *(see <u>Exhibit, C, Price Sheet)</u>*.

13.3 Classes which are canceled by the Contractor, and for which the Contractor has provided at least four (4) hours' advance notice to the Sheriff's Project Manager of such cancellation are considered excused, and are not billable. All such cancellations are subject to the provisions in

Paragraph 12.5, Makeup Sessions. Contractor is limited to one (1) excused cancellation per Program Cycle. Any cancellation(s) in excess of one (1) per Program Cycle shall require that the makeup session(s) be provided at no charge to County, and prior to the completion of the Program Cycle in which it was originally offered.

13.4 Classes which are canceled by the Contractor, and for which the Contractor has not provided at least four (4) hours' advance notice to the Sheriff's Project Manager of such cancellation are considered non-excused, and are not billable. All such, all cancellations are subject to *Paragraph 12.5, Makeup Sessions*.

Contractor's non-excused cancellation shall require that the Contractor provide the makeup session(s) at no charge to County within the Program Cycle in which it was originally offered. Sheriff's Project Director shall, in all cases, have final authority in assessing the validity of the circumstances for said non-excused cancellation.

13.5 Makeup Sessions: All canceled classes, whether excused or non-excused, shall be offered as makeup sessions within the Program Cycle in which it was originally offered. Failure to provide makeup sessions, as agreed to in consultation with Sheriff's Project Director, may result in County assessing liquidated damages as provided for in the *Agreement, Section 11.0*.

Canceled sessions must be so documented on a revised Schedule. Makeup sessions must be documented on a revised Schedule and labeled with the phrase "makeup session from [DATE]". Such revised Schedule must be reviewed and approved by the Sheriff's Project Director at least two (2) full days before the scheduled makeup session.

14.0 Meetings

At various times throughout the Agreement term, and by inclusion herein part of the conditions of this Agreement, the Contractor's Project Director shall be required to attend meetings called by the Sheriff's Department.

The purpose of the meetings is twofold: 1) meetings will be used to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs, and 2) meetings will be used to discuss or review Title XV or Inmate Welfare Commission policies.

The Contractor will be provided with written notice seven (7) days prior to any scheduled meeting. Contractor shall be permitted one (1) absence per 12-month contract period. Absences in excess of one (1) per 12-month contract period shall be considered unexcused and shall result in billing assessments by the County.

Contractor's mandatory attendance at said meetings is not billable to County.

* * * * *

Exhibit C

PRICE SHEET
Disturbance Mediation Training Services

	Rate Per 6-Hour Session	

Contractor's Authorized Representative (PRINT)

Representative's Signature

Date

EXHIBIT D
TECHNICAL EXHIBITS

TABLE OF CONTENTS

Exhibits		Page
D1	CONTRACT DISCREPANCY REPORT	1
D2	PERFORMANCE REQUIREMENTS SUMMARY CHART	2

EXHIBT D1

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT D2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Subparagraph 4.3.1, Approval of Contractor's Staff	Contractor shall provide County resumes and interview opportunity prior to effecting any change in staff.	Inspection & Observation	$50 per occurrence
Contract: Paragraph 4.4, Project Status Reports	Contractor shall provide status reports which contain information specified in the SOW, Paragraphs 2.6 (QC) and 2.7 (QA).	Inspection of files & Observation	$50 per occurrence
SOW: Paragraph 3.2, Schedule	Contractor shall provide a Schedule for each Program Cycle to Project Director.	Inspection & Observation	$50 per occurrence
SOW: Paragraph 3.4, Recruitment	Contractor shall devote five (5) hours weekly to participant recruitment.	Observation	$50 per occurrence
SOW: Paragraph 3.4, Recruitment	Contractor shall provide daily and/or weekly recruitment to Project Manager.	Inspection & Observation	$50 per occurrence
SOW: Paragraph 3.6, Orientation	Contractor shall conduct a formal student orientation during the first class of each Program Cycle.	Observation	$50 per occurrence
SOW: Paragraph 3.7, Graduation	Contractor shall conduct a formal graduation ceremony during the last scheduled class session of each Program Cycle.	Observation	$50 per occurrence

SOW: Paragraph 3.8, Post Disturbance Debriefings	Contractor shall be responsible for conducting post disturbance debriefing inmates within 24 hours of notification and reporting back to Project Manager, in writing, within five (5) days.	Inspection & Observation	$50 per occurrence
SOW: Paragraph 8.4, Bilingual staff	Contractor shall provide at least one (1) bilingual staff person per class session.	Inspection & Observation	$50 per occurrence; possible termination for default of contract.
SOW: Paragraph 8.6, Staff credentials	Contractor shall maintain and provide all current professional certificates for staff.	Inspection of files	$50 per occurrence;
SOW: Paragraph 9.0, QC Program	Contractor shall maintain all components of the prescribed QC Program.	Inspection & Observation	$50 per occurrence;
SOW: Paragraph 10.0, QA Program	Contractor shall maintain all components of the prescribed QA Program.	Inspection & Observation	$50 per occurrence;
SOW: Section 12.0, Cancellations	Contractor shall provide four (4) hours' advance notice to County Project Manager of any cancelled session.	Inspection & Observation	Makeup session shall be provided at no charge to County within 30 days of cancellation. (12.3, 4, 5)
SOW: Paragraph 12.5, Cancellations	Contractor shall provide makeup sessions for every cancelled class.	Inspection & Observation	Maximum Labor Rate (MLR) per session per each occurrence.
SOW: Section 13.0, Meetings	Contractor is required to attend all mandatory meetings.	Observation	Maximum Labor Rate (MLR) per session per each occurrence in excess of one absence per 12-month contract period.

G754

CONTRACT EXHIBITS FOR DISTURBANCE MEDIATION TRAINING SERVICES

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS **PAGE**

A ADDITIONAL TERMS AND CONDITIONS 1-32
B STATEMENT OF WORK 1-10
C PRICE SHEET 1
D TECHNICAL EXHIBITS 1-3

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

E CONTRACTOR'S EEO CERTIFICATION 1
F CHARITABLE CONTRIBUTIONS CERTIFICATION 2
G ENTRY APPLICATION FOR CUSTODY FACILITIES 4
H1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT 8
H2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT 11

EXHIBITS, CONTRACTOR'S WORK

AA PROGRAM SCHEDULE AT STARTUP
BB SYLLABUS
CC ORIENTATION SESSION, METHODS/FORMS
DD GRADUATION CEREMONY, METHODS/FORMS
EE QUALITY CONTROL PLAN
FF QUALITY ASSURANCE PLAN

EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT F

CHARITABLE CONTRIBUTIONS CERTIFICATION

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES
Service Provider/ Contractor

Organization_____

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

Providing untruthful or incomplete statements on applications;
Use of illegal drugs within the past three (3) years;
Convicted of bringing a controlled substance into federal prison, state prison, or county jail;
~~Any convictions for drug sales;~~
Applicant is currently on Parole/Probation;
Incarcerated in any jail/prison within the last three (3) years;
Convicted for any of the following: murder, sex crime (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse;
Currently under psychiatric care;
Have a relative in the Los Angeles County Jail;
Outstanding warrants

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

Name_____ Social Security #_____

Home Address_____
Street City Zip Code

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

Home Phone #_____ Work #_____

Sex_____ Race_____ Hair_____ Eyes_____ Height_____ Weight_____

Occupation_____ Employer_____

Work Address_____

Street City Zip Code

APPROVED / DISAPPROVED _____ DATE_____

CONTACT IN CASE OF EMERGENCY:

Name_____ Relationship_____

Address_____
Street City Zip Code

Telephone # (_____) _____

Organization/ Employer:

Name_____

Address_____
Street City Zip Code

Telephone # (_____) _____

What service will you provide? _____

How Often?_____

Entry Criteria:

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

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

Name of Inmate	Booking #	Facility	Relationship

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

Please read carefully before signing:

I certify that all information on this application is accurate. I understand that the Los Angeles County Sheriff's Department will verify the information prior to approving my application. As a civilian service provider, I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in my forfeiture of volunteer services with the Los Angeles County Sheriff's Department.

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

I AM ALSO AWARE OF THE SEXUAL HARASSMENT AND RETALIATION POLICY FOR CIVILIAN SERVICE PROVIDERS AND VOLUNTEERS. Please initial here: _____

These policies apply to all sworn, civilian, and volunteer personnel. See Manual of Policy and Procedures:

Section 5-06/110.00	Hostage and Barricaded Suspect;
Section 3-01/030.72	Sexual Harassment and Retaliation Policy.

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

Signature_____ Date_____

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

ATTACHMENT

Signature:_____ Date:_____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

H1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

H2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACT EXHIBIT FOR DISTURBANCE MEDIATION TRAINING SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

_____
CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

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

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

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

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACT EXHIBIT FOR DISTURBANCE MEDIATION TRAINING SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

_____ _____
Signature Date

_____
Name and Title (please type or print)

EXHIBIT 13

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES
Service Provider/ Contractor

Organization_____

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

Providing untruthful or incomplete statements on applications;
Use of illegal drugs within the past three (3) years;
Convicted of bringing a controlled substance into federal prison, state prison, or county jail;
Any convictions for drug sales;
Applicant is currently on Parole/Probation;
Incarcerated in any jail/prison within the last three (3) years;
Convicted for any of the following: murder, sex crime (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse;
Currently under psychiatric care;
Have a relative in the Los Angeles County Jail;
Outstanding warrants

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

Name_____ Social Security #_____

Home Address_____
Street City Zip Code

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

Home Phone #_____ Work #_____

Sex_____ Race_____ Hair_____ Eyes_____ Height_____ Weight_____

Occupation_____ Employer_____

Work Address_____
Street City Zip Code

APPROVED / DISAPPROVED _____ DATE_____

Revision 08-27-04

CONTACT IN CASE OF EMERGENCY:

Name_____ Relationship_____

Address_____
Street City Zip Code

Telephone # (_____) _____

Organization/ Employer:

Name_____

Address_____
Street City Zip Code

Telephone # (_____) _____

What service will you provide? _____

How Often?_____

Entry Criteria:

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

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

_____
Name of Inmate Booking # Facility Relationship

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

Please read carefully before signing:

I certify that all information on this application is accurate. I understand that the Los Angeles County Sheriff's Department will verify the information prior to approving my application. As a civilian service provider, I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in my forfeiture of volunteer services with the Los Angeles County Sheriff's Department.

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

I AM ALSO AWARE OF THE SEXUAL HARASSMENT AND RETALIATION POLICY FOR CIVILIAN SERVICE PROVIDERS AND VOLUNTEERS. Please initial here: _____

These policies apply to all sworn, civilian, and volunteer personnel. See Manual of Policy and Procedures:

Section 5-06/110.00	Hostage and Barricaded Suspect;
Section 3-01/030.72	Sexual Harassment and Retaliation Policy.

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

Signature_____ Date_____

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

ATTACHMENT

Signature:_____ Date:_____