



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

AND

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

FOR

**EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

REVISED JULY 31, 2020

TABLE OF CONTENTS

RECITALS 1
1.0 SCOPE OF SERVICES 1
2.0 ADMINISTRATION OF MOU – COUNTY 2
3.0 ADMINISTRATION OF MOU – CONTRACTOR..... 3
4.0 TERM..... 4
5.0 TERMINATION 4
6.0 BACKGROUND AND SECURITY INVESTIGATIONS..... 4
7.0 CONFIDENTIALITY 5
8.0 INDEMNIFICATION 6
9.0 INSURANCE..... 7
10.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION..... 12
11.0 NOTICES..... 13
12.0 STANDARD TERMS AND CONDITIONS..... 13
13.0 ENTIRE MOU 36
SIGNATURES 37

STANDARD EXHIBITS

EXHIBIT A - Statement of Work
EXHIBIT B - Academic, Vocational and Life Skills Programs
EXHIBIT C - County Jail Facilities
EXHIBIT D - Security Clearance Forms
 EXHIBIT D1- Custody Facility Clearance Application (Long-Term)
 EXHIBIT D2- Custody Facility Clearance Application (Short-Term)
EXHIBIT E - Safely Surrendered Baby Law
EXHIBIT F - Jury Service Ordinance and Certification Form and Application for Exception
EXHIBIT G - Defaulted Property Tax Reduction Program and Certification of Compliance with County's Defaulted Property Tax Reduction Program
EXHIBIT H - Forms Required Before Services Begin
 EXHIBIT H1- Contractor Acknowledgement and Confidentiality Agreement
 EXHIBIT H2 - Contractor Employee Acknowledgement and Confidentiality Agreement
 EXHIBIT H3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
EXHIBIT I - Compliance with Fair Chance Employment Hiring Practices Certification
EXHIBIT J - Contractor's EEO Certification
EXHIBIT K - Integrated Pest Management Program Compliance Certification

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

This Memorandum of Understanding (MOU) is made and entered into this 21st day of July, 2020 by and between County of Los Angeles (County) and Santa Clarita Community College District (Contractor) to provide Education Services for Adult Offenders in Los Angeles County Jails.

RECITALS

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

WHEREAS, County, through the Department, desires to enter into this MOU for the provision of inmate education services in County Jails; and

WHEREAS, the Department does not employ qualified personnel to provide the desired inmate education services; and

WHEREAS, Contractor represents that it possesses the necessary skills, knowledge, and competence to provide inmate education services in County Jails; and

WHEREAS, this MOU is therefore authorized under California Government Code Sections 31000 and 23015 and otherwise which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, County Board of Supervisors has authorized the Sheriff or designee to execute and/or administer this MOU.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 SCOPE OF SERVICES

- 1.1 Contractor shall provide education services to inmates in County Jails as required in this MOU, including Exhibit A (Statement of Work).
- 1.2 Contractor agrees to provide any or all academic, vocational, and life skills programs listed in Exhibit B (Academic, Vocational and Life Skills Programs) of this MOU to inmates incarcerated in County Jails listed in Exhibit C (County Jail Facilities) of this MOU.

- 1.3 Contractor shall fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as required herein.
- 1.4 Contractor shall provide all education services required herein at no cost to County. County will not provide funding to Contractor in exchange for the education services. All instructor salaries and benefits, administrative costs, and all other costs associated with providing the education services shall be borne solely by Contractor and may be offset through outside funding (i.e. Average Daily Attendance reimbursement, independent grant funding, etc.).

2.0 ADMINISTRATION OF MOU-COUNTY

2.1 County Program Director:

Kimberly L. Unland, Captain
Los Angeles County Sheriff's Department
Inmate Service Bureau/Education Based Incarceration
Sherman Block Building
4700 West Ramona Boulevard, Room 330
Monterey Park, California 91754
Phone (323) 526-5310
Fax (323) 415-4392
Email: klunland@lasd.org

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

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

2.2.2 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

2.3 County Program Manager:

Kelly L. Adler, Lieutenant
Los Angeles County Sheriff's Department
Inmate Services Bureau/Education Based Incarceration
Sherman Block Building
4700 West Ramona Boulevard, Room 330
Monterey Park, California 91754
Phone (323) 526-5302
Email: kladler@lasd.org

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

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

- 2.4.2 Acting as central point of contact for County; and
 - 2.4.3 Meeting with Contractor Program Manager on a regular basis; and
 - 2.4.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- 2.5 County Program Manager or designee is not authorized to make any changes in any of the terms and conditions of this MOU and is not authorized to further obligate County in any respect whatsoever.
- 2.6 **Consolidation of Duties**
- County reserves the right to consolidate the duties of the County Program Director, whose duties are enumerated in Subparagraph 2.2 (Responsibilities of County Program Director), and the duties of the County Program Manager, whose duties are enumerated in Subparagraph 2.4 (Responsibilities of County Program Manager), into one County position, and to assign all such duties to one individual who will act as the County's liaison in all matters relating to this MOU. County will notify Contractor no later than five (5) business days prior to exercising its rights pursuant to this Subparagraph 2.6 (Consolidation of Duties).
- 2.7 County shall notify Contractor in writing of any change in County Program Director or Manager in accordance with Subparagraph 12.1.1 of this MOU.

3.0 ADMINISTRATION OF MOU-CONTRACTOR

3.1 Contractor Program Manager:

Dr. Omar Torres, Assistant Superintendent/Vice President of Instruction
26455 Rockwell Canyon Rd.
Santa Clarita, California 91355
Phone number: (661) 362-3410
Fax number: (661) 362-3150
Email address: omar.torres@canyons.edu

- 3.2 Responsibilities of Contractor Program Manager include but are not limited to:
- 3.2.1 Overseeing the day-to-day activities of this MOU; and
 - 3.2.2 Ensuring Contractor's performance of all work required under this MOU; and
 - 3.2.3 Ensuring Contractor's compliance with all terms and conditions of this MOU; and

3.2.4 Meeting with County Program Manager on a regular basis, as requested by County.

3.3 Contractor shall notify County in writing of any change in Contractor Program Manager in accordance with Subparagraph 12.1.1 of this MOU.

4.0 TERM

4.1 The term of this MOU shall commence on July 31, 2020, or upon execution by the Sheriff or designee, whichever is later, and shall terminate on July 30, 2021, unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The term of this MOU may be extended for additional one-year option periods. Such extension shall be in the form of a written Amendment, in accordance with Subparagraph 12.1.4 of this MOU, executed by Contractor and Sheriff.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a MOU term option period.

4.4 Contractor shall notify the Department when this MOU is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Manager.

5.0 TERMINATION

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

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

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

6.1 Each of Contractor's staff performing services under this MOU who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this MOU. Such background investigation must be obtained through fingerprints submitted to the California Department of

Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information and a security clearance as specified in Subparagraph 5.11 (Security Clearance for Custody Facilities) of Exhibit A (Statement of Work) of this MOU. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 6.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under this MOU at any time during the term of this MOU. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 6.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such background investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 6.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 6.0 (Background and Security Investigations) or Subparagraph 5.11 (Security Clearance for Custody Facilities) of Exhibit A (Statement of Work) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this MOU.

7.0 CONFIDENTIALITY

- 7.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and

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

- 7.3 Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this MOU.
- 7.4 Contractor shall sign and adhere to the provisions of Exhibit H1 (Contractor Acknowledgement and Confidentiality Agreement) of this MOU.
- 7.5 Contractor shall cause each employee performing services covered by this MOU to sign and adhere to the provisions of Exhibit H2 (Contractor Employee Acknowledgement and Confidentiality Agreement) of this MOU.
- 7.6 Contractor shall cause each non-employee performing services covered by this MOU to sign and adhere to the provisions of Exhibit H3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement) of this MOU.

8.0 INDEMNIFICATION

- 8.1 Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.
- 8.2 County shall indemnify, defend, and hold harmless Contractor, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this MOU.

9.0 INSURANCE

9.1 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraph 9.1 (General Provisions for All Insurance Coverage) and 9.2 (Insurance Coverage) of this MOU. These minimum insurance coverage terms, types and limits (the Required Insurance) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this MOU. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this MOU.

9.1.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this MOU.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this MOU by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this MOU. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or

information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County Sheriff's Department
Fiscal Administration - Contract Compliance Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Contract Monitoring Manager

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

9.1.2 Additional Insured Status and Scope of Coverage

County of Los Angeles, its Special Districts, elected officials, officers, agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

9.1.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy

period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the MOU, in the sole discretion of County, upon which County may suspend or terminate this MOU.

9.1.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the MOU, upon which County immediately may withhold other payments due to Contractor, and/or suspend or terminate this MOU. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

9.1.5 Insurer Financial Ratings

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

9.1.6 Contractor's Insurance Shall Be Primary

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

9.1.7 Waivers of Subrogation

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

9.1.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor

complies with the Required Insurance provisions herein, and shall require that each Subcontractor name County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

9.1.9 Deductibles and Self-Insured Retentions (SIRs)

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

9.1.10 Claims Made Coverage

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

9.1.11 Application of Excess Liability Coverage

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

9.1.12 Separation of Insureds

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

9.1.13 Alternative Risk Financing Programs

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

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

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

9.2 Insurance Coverage

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

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

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

9.2.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

molestation, harassment, mistreatment or maltreatment of a sexual nature

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

10.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 10.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this MOU. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 10.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 10.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

11.0 NOTICES

- 11.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this MOU shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or

certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party. County Program Director or designee shall have the authority to issue all notices or demands required or permitted by County under this MOU.

11.2 Notices to County shall be addressed as follows:

Los Angeles County Sheriff's Department
Inmate Services Bureau
4700 West Ramona Boulevard, Room 330
Monterey Park, California 91754
Attention: Kimberly L. Unland, Captain

With a copy to:

Los Angeles County Sheriff's Department
Assistant Director, Contracts Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012

11.3 Notices to Contractor shall be addressed as follows:

Santa Clarita Community College District
Dr. Omar Torres
Assistant Superintendent/Vice President of Instruction
26455 Rockwell Canyon Rd.
Santa Clarita, California 91355
Fax: (661) 362-3150
Email address: Omar.torres@canyons.edu

12.0 STANDARD TERMS AND CONDITIONS

12.1 AMENDMENTS AND CHANGE ORDERS

No representative of either County or Contractor, including those named in this MOU, is authorized to make any changes in any of the terms, obligations, or conditions of this MOU, except through the procedures set forth in this Subparagraph 12.1 (Amendments and Change Orders). County reserves the right to change any portion of the services required under this MOU, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

12.1.1 For any change which does not materially affect the scope of services, period of performance, or any other term or condition

included under this MOU, a Change Order shall be executed by County Program Director or County Program Manager and Contractor.

- 12.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the MOU during the term of this MOU. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to this MOU shall be executed by Contractor and Sheriff or designee.
- 12.1.3 For any change that materially affects the scope of services, period of performance, or any other term or condition included under this MOU, an Amendment to this MOU shall be executed by the County Board of Supervisors or designee and Contractor.
- 12.1.4 Notwithstanding Subparagraph 12.1.3 above, for (1) any option term extension of this MOU, (2) modifications pursuant to Subparagraph 12.2 (Assignment and Delegation/Mergers or Acquisitions) of this MOU, (3) modifications to delete Academic, Vocational, and/or Life Skills Programs, instructors, or Custody Facilities and (4) modifications to add Academic, Vocational, and/or Life Skills Programs, instructors, or Custody Facilities, an Amendment to this MOU shall be executed by Contractor and Sheriff or designee.

12.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 12.2.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 12.2.2 Contractor shall not assign its rights or delegate its duties under this MOU, or both, whether in whole or in part, without the prior consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the MOU, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this MOU shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

- 12.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have herein. 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(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the MOU, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this MOU.
- 12.2.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the MOU which may result in the termination of this MOU. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12.3 AUTHORIZATION WARRANTY

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

12.4 COMPLIANCE WITH APPLICABLE LAWS

- 12.4.1 In the performance of this MOU, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.
- 12.4.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, students, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as

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

12.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

12.5.1 Jury Service Program:

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

12.5.2 Written Employee Jury Service Policy:

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 County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service. If Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Contractor must so indicate in the Certification Form and Application for Exception, attached as Exhibit F (Jury Service Ordinance and Certification Form and Application for Exception) of this MOU, and include with its submission all

necessary documentation to support the claim such as tax returns or a collective bargaining contract, if applicable. Upon reviewing Contractor's application, County will determine, in its sole discretion, whether Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County's decision will be final.

2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this MOU, the Subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this MOU.
3. If Contractor is not required to comply with the Jury Service Program when this MOU commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this MOU and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Subparagraph of this MOU may constitute a material breach of this MOU. In the event of such material breach, County may, in its sole discretion, terminate

this MOU and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

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

Should Contractor require additional or replacement personnel after the effective date of this MOU to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this MOU. However, Contractor is only bound by this Subparagraph 12.6 to the extent that this Subparagraph 12.6 does not contradict State law, a preexisting Collective Bargaining Agreement or Contractor's Personnel Commission requirements.

12.7 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS

12.7.1 Should Contractor require additional or replacement personnel after the effective date of this MOU, Contractor shall give consideration for any such employment openings to participants in County 's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program 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-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates. However, Contractor is only bound by this Subparagraph 12.7 to the extent that this Subparagraph 12.7 does not contradict State law, a preexisting Collective Bargaining Agreement, or Contractor's Personnel Commission requirements.

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

12.8 CONTRACTOR RESPONSIBILITY AND DEBARMENT

12.8.1 A responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity

and experience to satisfactorily perform the MOU. It is County's policy to conduct business only with responsible Contractors.

12.8.2 Chapter 2.202 of County Code

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

12.8.3 Non-responsible Contractor

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

12.8.4 Contractor Hearing Board

If there is evidence that Contractor may be subject to debarment, the 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 County's Contractor Hearing Board.

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

of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

12.8.4.3 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

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

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

12.8.5 Subcontractors of Contractor

These terms shall also apply to Subcontractor of County Contractors.

12.9 CONTRACTOR'S ACKNOWLEDGMENT 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. The Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit E (Safely Surrendered Baby Law), in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business attached as Exhibit E (Safely Surrendered Baby Law) of this MOU. Information and posters for printing are available at www.babysafela.org.

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

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

12.10.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this MOU to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this MOU, maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices

of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

12.11 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYISTS ORDINANCE

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by the Contractor, shall fully comply with County 's 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 's Lobbyist Ordinance shall constitute a material breach of this MOU, upon which County may in its sole discretion, immediately terminate or suspend this MOU.

12.12 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent(s) will monitor Contractor's performance under this MOU on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all MOU terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the MOU in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board of Supervisors will include improvement/ corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this MOU or impose other penalties as specified in this MOU.

12.13 GOVERNING LAW, JURISDICTION, AND VENUE

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

12.14 INDEPENDENT CONTRACTOR STATUS

12.14.1 This MOU is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 12.14.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOU all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 12.14.3 Contractor understands and agrees that all persons performing work pursuant to this MOU are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this MOU.
- 12.14.4 Contractor shall adhere to the provisions stated in Paragraph 7.0 (Confidentiality).

12.15 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 12.15.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 12.15.2 Contractor shall certify to, and comply with, the provisions of Exhibit J (Contractor's EEO Certification) of this MOU.
- 12.15.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 12.15.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because

of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 12.15.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this MOU or under any project, program, or activity supported by this MOU.
- 12.15.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 12.15 when so requested by County.
- 12.15.7 If County finds that any provisions of this Subparagraph 12.15 have been violated, such violation shall constitute a material breach of this MOU upon which County may terminate or suspend this MOU. While County reserves the right to determine independently that the anti-discrimination provisions of this MOU have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this MOU.
- 12.15.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this MOU, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this MOU.

12.16 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

12.17 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E (Safely Surrendered Baby Law) of this MOU. Additional information is available at www.babysafela.org for printing purposes.

12.18 RECYCLED BOND PAPER

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 12.19 (Contractor's Warranty of Adherence to

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

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

12.21.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

12.21.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this MOU will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 12.21 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this MOU. Without limiting the rights and remedies available to County under any other provision of this MOU, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this MOU pursuant to Subparagraph 12.23 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

12.23 INTENTIONALLY OMITTED

12.24 INTENTIONALLY OMITTED

12.25 TERMINATION FOR IMPROPER CONSIDERATION

12.25.1 County may, by written notice to the Contractor, immediately terminate the right of Contractor to proceed under this MOU if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any

County officer, employee or agent with the intent of securing this MOU or securing favorable treatment with respect to the award, amendment or extension of the MOU or the making of any determinations with respect to Contractor's performance pursuant to this MOU. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

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

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

12.26 VALIDITY

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

12.27 WAIVER

No waiver by County of any breach of any provision of this MOU 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 this MOU shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 12.27 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

12.28 TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and Subcontractors shall keep posted conspicuously as the place of work, if practicable, or elsewhere where it can be seen as employees come or go in their place of work, a notice setting forth the provisions of Section 14000.

12.29 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 12.29.1 Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 12.29.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor's staff be removed immediately from performing services under this MOU. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 12.29.3 Disqualification of any member of a Contractor's staff pursuant to this Subparagraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this MOU.

12.30 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

- 12.30.1 Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Subparagraph of the MOU may constitute a material breach of the MOU. In the event of such material breach, County may, in its sole discretion, terminate the MOU. However, Contractor is only bound by this Subparagraph 12.30 to the extent that this Subparagraph 12.30 does not contradict State law, a preexisting Collective Bargaining Agreement or Contractor's Personnel Commission requirements.
- 12.30.2 Contractor's certification of compliance is attached as Exhibit I (Compliance with Fair Chance Employment Hiring Practices Certification) of this MOU.

12.31 SUBCONTRACTING

- 12.31.1 The requirements of this MOU may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this MOU.
- 12.31.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - 12.31.2.1 A description of the work to be performed by the Subcontractor;

- 12.31.2.2 A draft copy of the proposed subcontract; and
- 12.31.2.3 Other pertinent information and/or certifications requested by County.
- 12.31.3 Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 12.31.4 Contractor shall remain fully responsible for all performances required of it under this MOU, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 12.31.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this MOU. Contractor is responsible to notify its Subcontractors of this County right.
- 12.31.6 County Program Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for their files.
- 12.31.7 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 12.31.8 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

Los Angeles County Sheriff's Department
Contract Compliance Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Contract Compliance Manager

12.32 COMPLIANCE WITH COUNTY POLICY OF EQUITY

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and its Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

12.33 COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA) OF 2003, ZERO TOLERANCE FOR SEXUAL ABUSE AND SEXUAL HARRASMENT

12.33.1 Contractor acknowledges that the Department has a zero tolerance policy for sexual abuse and sexual harassment of inmates pursuant to the Prison Rape Elimination Act of 2003 (PREA) at 34 U.S.C. 30301 et. seq.

12.33.2 Training

Contractor acknowledges that any person employed by or acting on behalf of Contractor that enters a Department facility must be trained on their responsibilities under the Department's zero tolerance policy, including their own duty to report any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment immediately to Department custody staff.

12.33.3 Background Requirements

12.33.3.1 Contractor shall not assign any individual to the Department who may have contact with Department inmates who:

- (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, under the definitions in the PREA Standards for Prisons and Jails; or

- (2) Has been convicted, or civilly or administratively adjudicated of engaging or attempting to engage in sexual activity in the community, facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse.

12.33.3.2 Contractor shall disclose to the Department any incidents of sexual harassment by any individual who may have contact with Department inmates.

12.33.3.3 Contractor acknowledges that the Department will perform an initial criminal background records check in accordance with Paragraph 6.0 (Background and Security Investigations) of this MOU on any person employed by or acting on behalf of Contractor who may have contact with inmates before that individual begins working in any capacity in which the individual may have contact with inmates. Any person employed by or acting on behalf of Contractor who will or may have any contact with inmates will also be subject to criminal background checks every five (5) years.

12.33.4 Continuing Obligations

Contractor acknowledges that it shall immediately notify the Department if any employee or agent is criminally or civilly charged with or convicted of sexual assault, sexual battery, sexual abuse, or any other sexual-related offense.

12.34 COMPLIANCE WITH CIVIL RIGHTS LAWS

12.34.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this MOU or under any project, program, or activity supported by this MOU.

12.34.2 Contractor's certification of compliance is attached as Exhibit J (Contractor's EEO Certification) of this MOU.

12.35 PUBLIC RECORDS ACT

- 12.35.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 12.36 (Record Retention and Inspection/Audit Settlement) of this MOU; as well as those documents which were required to be submitted in response to the Request for Statement of Interest (RFSI) used in the solicitation process for this MOU, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 12.35.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOI marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

12.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 12.36.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this MOU in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this MOU. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this MOU. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this MOU 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 County's option, Contractor shall pay County for

travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 12.36.2 In the event that an audit of Contractor is conducted specifically regarding this MOU by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this MOU. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 12.36.3 Failure on the part of Contractor to comply with any of the provisions of this Subparagraph shall constitute a material breach of this MOU upon which County may terminate or suspend this MOU.
- 12.36.4 If, at any time during the term of this MOU or within five (5) years after the expiration or termination of this MOU, representatives of County may conduct an audit of Contractor regarding the work performed under this MOU, and if such audit finds that County's dollar liability for any such work is less than payments made by County to the Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this MOU or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to the Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this MOU exceed the funds appropriated by County for the purpose of this MOU.

12.37 NON EXCLUSIVITY

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

12.38 NOTICE OF DELAYS

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

12.39 NOTICE OF DISPUTES

Contractor shall bring to the attention of County Program Manager and/or County Program Director any dispute between County and Contractor regarding the performance of services as stated in this MOU. If County Program Manager or County Program Director is not able to resolve the dispute, the Sheriff or designee shall resolve it.

12.40 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

12.40.1 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 immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

12.40.2 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.

12.41 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places pursuant to Subparagraph 12.1 (Amendments and Change Orders), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this MOU, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

12.42 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 and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

12.43 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.

12.44 INTENTIONALLY OMITTED

12.45 INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE

12.45.1 Contractor acknowledges that the County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor shall certify to, and comply with, provisions of Exhibit K (Integrated Pest Management Program Compliance Certification) of this MOU, that Contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Subparagraph 12.45 (Integrated Pest Management Program Compliance) and at: www.lacountyipm.org.

12.45.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

12.45.3 Employee training may be self-certified by Contractors, provided County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

12.45.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name

- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

12.46 FORCE MAJEURE

12.46.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this MOU, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").

12.46.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performances schedule. As used in this Subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

13.0 ENTIRE MOU

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

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

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

COUNTY OF LOS ANGELES

By 
ALEX VILLANUEVA, SHERIFF

Date 07/30/20

SANTA CLARITA COMMUNITY COLLEGE
DISTRICT

By 

Printed Name Omar Torres

Title Assistant Superintendent / Vice President of Instruction

Date 7.30.20

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By Approval on File
Michele Jackson
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

EDUCATION SERVICES FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

**STATEMENT OF WORK
EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
1.0	OVERVIEW.....	1
2.0	GENERAL SCOPE OF WORK	1
3.0	EDUCATION PROGRAMS	2
4.0	CONTRACTOR'S RESPONSIBILITIES & COMPLIANCE	2
5.0	CONTRACTOR'S PERSONNEL REQUIREMENTS	3
6.0	PROHIBITION AGAINST FRATERNIZING	6
7.0	DAYS AND HOURS OF OPERATION.....	7
8.0	ACCESS TO CUSTODY FACILITY SPACE AND EQUIPMENT	7
9.0	MONTHLY STATUS REPORT	7
10.0	QUALITY CONTROL.....	8
11.0	GREEN INITIATIVES	8

STATEMENT OF WORK

EDUCATIONAL SERVICES FOR INMATES IN LOS ANGELES COUNTY JAILS

1.0 OVERVIEW

- 1.1 The County of Los Angeles (County), by and through its Los Angeles County Sheriff's Department (Department), is seeking to contract with school districts, K-12 education institutions, adult education institutions, charter schools, county offices of education, career and technical colleges, community colleges, universities, or other education institutions that can provide education courses, including, but not limited to, literacy, English as a Second Language (ESL), Adult Basic Education (ABE), life skills, vocational training, high school level courses, high school diploma courses, and community college courses, to inmates in county jails.
- 1.2 This Statement of Work (SOW) defines the duties and responsibilities of Contractor to provide the Department with the required services.

2.0 GENERAL SCOPE OF WORK

- 2.1 Contractor shall develop, offer, facilitate, and provide one (1) or more Academic, Vocational, or Life Skills Program courses to inmates incarcerated in County jail facilities. These classes may include an online instructional model, as approved by County. Such programs shall be provided by qualified credentialed instructors and shall be subject to approval by the Department.
- 2.2 The Department reserves the right to add and delete (1) Academic, Vocational and/or Life Skills Program courses; (2) number of instructors; and (3) Custody Facilities during the term of the MOU.
- 2.3 Contractor responsibilities include the provision of special education, as defined in the Individuals with Disabilities Education Act, 20 U.S.C. §1401(29), 34 C.F.R. §300.39, and California Education Code §56031, and related services, as defined in the Individuals with Disabilities Education Act, 20 U.S.C. §1401(26), 34 C.F.R. §300.34, and California Education Code §56363, and required by California Education Code §56041 or any other applicable federal or California law.
- 2.4 This is a non-exclusive arrangement. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. The MOU shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

3.0 EDUCATION PROGRAMS

- 3.1 Contractor shall provide instructor(s) for the education programs as listed in Exhibit B (Academic, Vocational and Life Skills Programs) of the MOU. Instructors shall provide instruction and effective classroom management at one or more of the Custody Facilities listed on Exhibit C (Custody Facilities) of the MOU.

4.0 CONTRACTOR'S RESPONSIBILITIES & COMPLIANCE

- 4.1 Prior to entrance into a Custody Facility, Contractor's personnel and Contractor's subcontractors and their employees performing work under the MOU shall comply with current Department custody division and Custody Facility entry requirements, which may include the exchange of a government-issued identification card for a Custody Facility pass. Passes shall be displayed at all times. Any lost or stolen passes must be immediately reported by Contractor's employees to the Contractor Program Manager and the concerned on-duty Watch Commander. Contractor Program Manager shall provide electronic, telephonic, or in person notification to County Program Manager of any lost or stolen pass as soon as feasible. Telephone or in person notifications shall be followed within twenty-four (24) hours via confirming email to County Program Manager specifying the employee involved and articulating the factual circumstances associated with the loss or theft. Contractor's employees shall be responsible for returning any issued Custody Facility pass to appropriate Custody Facility personnel, prior to leaving the concerned Custody Facility.
- 4.2 Any injury, accident or unusual incident, which occurs during the course of the Contractor's employees' duties, must be reported to the on duty Watch Commander immediately. Additionally, Contractor Program Manager shall provide electronic, telephonic or in person notification to the County Program Manager as soon as feasible. Telephone or in person notifications shall be followed within twenty-four (24) hours via confirming email to County Program Manager specifying the employee involved and articulating the factual circumstances associated with the event.
- 4.3 The Contractor's personnel, Contractor's Subcontractors and their employees, and Contractor's agents performing work under the MOU shall undergo and pass a background investigation conducted by the Department prior to commencing work under the MOU in accordance with Subparagraph 5.11 (Security Clearance for Custody Facilities) of this SOW and Paragraph 6.0 (Background and Security Investigations) of the MOU. The Contractor's personnel hired to perform work under the MOU during the term of the MOU shall undergo and pass this same security clearance prior to commencing work under the MOU.

- 4.4 The Contractor and Contractor's personnel, Contractor's Subcontractors and their employees, and Contractor's agents performing services under the MOU shall acknowledge and adhere to all County and Department policies, procedures, and regulations while performing work under the MOU. County Program Manager or designee will provide County and Department policies, procedures, and regulations to Contractor during custody orientation.
- 4.5 The Contractor and Contractor's personnel, Contractor's Subcontractors and their employees, and Contractor's agents performing services under the MOU shall adhere to the terms and conditions specified in Exhibit H1 (Contractor Acknowledgment and Confidentiality Agreement), Exhibit H2 (Contractor Employee Acknowledgement and Confidentiality Agreement, and Exhibit H3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement) in accordance with Paragraph 7.0 (Confidentiality) of the MOU.
- 4.6 Contractor shall be available to meet with County Program Manager or designee as requested, but no less frequently than quarterly. County Program Manager will determine the date, time, and location of such meetings.
- 4.7 Contractor shall be regionally and or nationally accredited. Accreditation must be recognized by the United States Department of Education.

5.0 CONTRACTOR'S PERSONNEL REQUIREMENTS

- 5.1 All instructors must possess a current California teaching credential. Contractor shall ensure that all instructors performing services under the MOU have the appropriate credentials in the subject matter they are teaching.
- 5.2 Contractor shall provide a copy of the appropriate California teaching credential for each instructor to County Program Manager prior to instructors providing services under the MOU.
- 5.3 Contractor shall work collaboratively with existing inmate programs offered in Custody Facilities. Contractor shall work with Department Inmates Services Bureau (ISB) to schedule the delivery of services.
- 5.4 Contractor understands and agrees that all personnel performing services on behalf of Contractor shall be Contractor's sole responsibility. All Contractor personnel shall rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of the personnel's performance of services.
- 5.5 Contractor shall endeavor to assure continuity of all personnel performing services during the term of the MOU. In the event Contractor should desire

to remove any personnel performing services, Contractor shall provide County with notice at least ten (10) business days in advance, except in circumstances in which such notice is not feasible (i.e. removal for cause or egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure program continuity.

- 5.6 Contractor shall fill any vacancy in Contractor personnel with individuals meeting the qualifications required herein.
- 5.7 All personnel employed by Contractor to perform services shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States and the State of California.
- 5.8 All personnel employed by Contractor to perform services shall be paid in accordance with the policies, rules, and regulations of Contractor applicable to such employment.
- 5.9 The employment conditions and rules related to Contractor's personnel shall be maintained in accordance with the usual standards for other classes maintained by Contractor and such standards and personnel procedures as may be specifically determined upon mutual agreement of the parties to meet the particular conditions existing at Custody Facilities.
- 5.10 Contractor Personnel Roster
 - 5.10.1 Contractor shall submit to County Program Manager a current personnel roster, including all Contractor personnel that are required to enter Custody Facilities to perform services. The roster shall be kept current and updated by Contractor as required. All personnel on the roster shall possess photo identification, and shall meet County's orientation training requirements for admission into Custody Facilities in accordance with Subparagraph 5.12.1 below.
 - 5.10.2 Contractor, Contractor's Subcontractors, and Contractor's agents shall immediately notify County Program Manager regarding any personnel discharge, resignation, or termination of employment, in order that the personnel may be removed from the Custody Facility access roster. Contractor notifications regarding any such action shall be submitted verbally as soon as feasible, but within 24 hours, followed by written notification via e-mail (within five (5) business days).
 - 5.10.3 Violation of the above procedures may result in loss of Contractor personnel security clearance to enter Custody Facilities.

5.11 Security Clearance for Custody Facilities

- 5.11.1 Contractor's personnel, Contractor's Subcontractors and their employees, and Contractor's agents that are required to enter Custody Facilities, are required to undergo and pass a background investigation, which shall be initiated by preparing Exhibit D1 (Custody Facility Clearance Application (Long-Term)) of the MOU. Contractor shall be required to submit an Exhibit D1 (Custody Facility Clearance Application (Long-Term)) for all Contractor personnel, Contractor's Subcontractors and their employees, and Contractor's agents requiring access to Custody Facilities to perform services under the MOU. The Custody Facility clearance application shall be submitted to Custody Services Division, attention Inmate Services Bureau/ Religious and Volunteer Services at 4700 West Ramona Boulevard, Monterey Park, California 91754, unless other delivery options are arranged with the County Program Manager. The Custody Facility clearance application should be received at least (10) business days prior to the requested admittance into the Custody Facility.
- 5.11.2 Background investigations will be conducted in accordance with Paragraph 6.0 (Background and Security Investigations) of the MOU and this Subparagraph 5.11 (Security Clearance for Custody Facilities) of this SOW.
- 5.11.3 All Contractor's personnel, Contractor's Subcontractors and their employees, and Contractor's agents performing services under the MOU must successfully pass the security clearance prior to commencing services under the MOU.
- 5.11.4 Contractor will only be notified of the final security determination of its personnel, Contractor's Subcontractors and their employees, and Contractor's agents. Specific details of the security clearance will remain confidential and will not be provided.
- 5.11.5 Contractor, Contractor's Subcontractors, and Contractor's agents shall be required to provide written notification, which may include e-mail, to County Program Manager no less than seven (7) days in advance, of its intent to bring visitor(s) to custody facilities. Visitor(s) shall be required to complete Exhibit D2 (Custody Facility Clearance Application (Short-Term)) of the MOU, unless otherwise excused in writing by County Program Manager.

5.11.6 The Department will maintain information on Contractor's personnel and Contractor's Subcontractors and their employees, and Contractor's agents performing services under the MOU for safety and security purposes. Any additional information disclosed on any Contractor personnel during the term of the MOU will be decided on a case-by-case basis by County Program Manager.

5.12 Custody Orientation

5.12.1 All Contractor personnel and Contractor's Subcontractors and their employees, and Contractor's agents performing services under the MOU shall attend the mandatory four-hour custody orientation prior to performing services in custody facilities. The mandatory four-hour custody orientation will be provided by the Department to all Contractor personnel and will reference the Department Manual of Policy and Procedures. Contractor shall bear all costs associated with Contractor personnel's attendance at the custody orientation, including, but not limited to, any wages and/or overtime payment for specified training or shift coverage for Contractor personnel attending specified training.

5.12.2 The Department shall provide augmented training during custody orientation, which all Contractor personnel, Contractor's Subcontractors and their employees, and Contractor's agents performing services under the MOU must attend prior to commencing services under the MOU. The augmented training will be conducted with the intent of facility-specific orientation at each of the locations the employees will be working. Recurrent briefings and mandatory updates will also be provided by Department staff on a quarterly basis.

5.13 Violation of the procedures set forth in Paragraph 5.0 (Contractor's Personnel Requirements) may result in loss of security clearance to enter custody facilities.

6.0 PROHIBITION AGAINST FRATERNIZING

6.1 Contractor and Contractor's personnel, Contractor's Subcontractors and their employees, and Contractor's agents performing services under the MOU shall not fraternize with Inmates and/or detainees held in the Department's custody facilities.

6.2 Contractor and Contractor's personnel, Contractor's Subcontractors and their employees and Contractor's agents performing services under the MOU shall acknowledge receipt of Fraternization Policy during custody orientation.

7.0 DAYS AND HOURS OF OPERATION

- 7.1 Contractor's instructors will generally work up to eight (8) hours per day, and up to forty (40) hours per week, Monday through Friday, excluding County approved holidays. Work hours may vary from 7:00 am through 8:00 pm.
- 7.2 Considering that the education setting is in a custody environment, Contractor's instructors may encounter "lock downs" or other circumstances preventing instructors from providing classroom instruction. Should a "lock down" or other circumstance prevent Contractor's instructors from providing classroom instruction, instructors may prepare the next day's curriculum or perform similar work while inside the Custody Facility. It shall be the Department's sole discretion to determine which circumstances or conditions present risks that prevent classroom instruction, and when conditions allow classroom instruction to resume.

8.0 ACCESS TO CUSTODY FACILITY SPACE AND EQUIPMENT

- 8.1 County shall provide Contractor access to the following:
 - 8.1.1 Custody Facility space to implement the various required Academic, Vocational, and Life Skills programs.
 - 8.1.2 equipment such as: desks, chairs, telephones, and computers, as agreed upon by Contractor and County Program Manager or designee, to provide the various required Academic, Vocational, and Life Skills programs.
 - 8.1.3 televisions, media players, and other technology, as agreed upon by Contractor and County Program Manager or designee, to provide the required Academic, Vocational, and Life Skills programs.
- 8.2 County shall not provide Contractor access to the following:
 - 8.2.1 a copier, printer, and scanner/fax machine and/or classroom materials such as, textbooks and office supplies (ex., pens, pencils, erasers, and copy paper).
- 8.3 Missing, damaged, or loss of equipment at the negligence of Contractor or Contractor's staff shall be replaced and/or repaired by Contractor, at its own cost.

9.0 MONTHLY STATUS REPORT

- 9.1 Contractor shall provide to County Program Manager a written monthly status report of the progress of the Educational Services for Inmates in Los

Angeles County Jails, and any other information County Program Manager may from time to time reasonably request. The report shall include a daily roster of inmate enrollment in Contractor provided courses.

- 9.2 Monthly status report shall also contain additional information as requested by County Program Manager or designee.
- 9.3 Contractor shall submit all reports, correspondence, and other documents in a legible, department accessible, concise format as requested by County Program Manager or designee.
- 9.4 County Program Manager or designee shall advise Contractor of the due date for the monthly status report.

10.0 QUALITY CONTROL

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

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

- 10.1 Method and frequency of monitoring to ensure that all of the Contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- 10.2 Specific activities to be monitored either on a scheduled or unscheduled basis.
- 10.3 Samples of forms to be used in monitoring
- 10.4 Job title and level of Contractor personnel performing monitoring functions.

11.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.


EXHIBIT B

**ACADEMIC, VOCATIONAL AND
LIFE SKILLS PROGRAMS**

**EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

ACADEMIC, VOCATIONAL AND LIFE SKILLS PROGRAMS

ACADEMIC PROGRAMS	NUMBER OF INSTRUCTORS CONTRACTOR CAN PROVIDE:
Adult Basic Education (ABE)	2
Community College General Education Courses	5
English Second Language (ESL)	1
High School Diploma	2
Other	
VOCATIONAL PROGRAMS	
Auto Engines	2
Commercial Construction	1
Computer Technology	1
Culinary Arts	1
Landscaping	1
Masonry	
Welding	1
Other	
LIFE SKILLS PROGRAMS	
Domestic Violence /Anger Management	2
Job Preparation	
Parenting	2
Substance Use	2
Mediation, Conflict Resolution	
Other	

Signature 
 Date: 7.30.20

Education Services for Adult Offenders
 Exhibit B
 MOU 46811

EXHIBIT C

COUNTY JAIL FACILITIES

**EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

**EXHIBIT C
COUNTY JAIL FACILITIES**

**EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

Century Regional Detention Facility

11705 South Alameda St.
Lynwood, California 90262

Men's Central Jail

441 Bauchet Street
Los Angeles, California 90012

Twin Towers Correctional Facility

450 Bauchet Street
Los Angeles, California 90012

Pitchess Detention Center – East Facility

29310 The Old Road
Castaic, California 91384

Pitchess Detention Center – South Facility

29330 The Old Road
Castaic, California 91384

Pitchess Detention Center – North Facility

29320 The Old Road
Castaic, California 91384

North County Correctional Facility

29340 The Old Road
Castaic, California 91384

EXHIBIT D
SECURITY CLEARANCE FORMS

**D1 – CUSTODY FACILITY CLEARANCE APPLICATION
(LONG-TERM)**

**D2 – CUSTODY FACILITY CLEARANCE APPLICATION
(SHORT-TERM)**

**EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
Custody Facility Clearance Application

Please read all instructions thoroughly prior to filling out application

Do not leave any sections blank in the subject area

If the section does not apply, place an "N/A" in the appropriate box.

Please print clearly. Incomplete applications will not be processed.

A color copy of your Driver's License or California Identification must be submitted with this application.

All applications are reviewed individually, however the below listed reasons are significant factors for potential disqualification:

- Incarcerated in any federal prison, state prison, or county jail within the last 5 years.
- Convicted of murder.
- Convicted of a sex crime.
- Convicted of a weapons law violation.
- Convicted of felonious assault or spousal abuse.
- Convicted of bringing a controlled substance into a federal prison, state prison, or county jail.
- Convicted of possession of a controlled substance for sale.
- Has used any controlled substance without a physician's authorization within the last 5 years.
- Currently on probation or parole.

Contact Religious & Volunteer Services at (323)526-5390 with any questions.

Applicant's Name: _____ CDL# _____

****TO BE COMPLETED BY LASD CONTACT****

Program Name: _____

Unit Requesting Clearance : _____ Phone #: _____

LASD Sergeant or Lieutenant Name (Please Print) : _____

LASD Contact / Coordinator Signature: _____

Employee #: _____ Date: _____

ACCESS IS DETERMINED BY LASD CONTACT

Facility Access: MCJ CRDF TTCF SOUTH NCCF NORTH IRC ALL

Escort: _____ Non-Escort: _____

******* OFFICE USE ONLY *******

BACKGROUND INVESTIGATOR: _____

DATE COMPLETED: _____

APPROVED/DENIED BY: _____

NEW APPLICANT _____ **RE-CHECK** _____

Revised 09-04-19

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Custody Facility Clearance Application		
APPLICANT INFORMATION: (NO P.O BOX ADDRESS)		
NAME:		
CURRENT ADDRESS:		
CITY:	STATE:	ZIP:
DATE OF BIRTH:	SOCIAL SEC. #:	CITIZENSHIP:
HOME PHONE:	CELL PHONE:	WORK PHONE:
DRIVERS LICENSE #:	LICENSE EXP. DATE:	STATE:
EMAIL ADDRESS:		

CURRENT EMPLOYMENT INFORMATION		
EMPLOYER NAME:		
EMPLOYER ADDRESS:		
CITY:	STATE:	ZIP CODE:
PHONE:	SUPERVISOR NAME:	HOW LONG?:

EMERGENCY CONTACT		
FIRST NAME: LAST NAME:		
HOME ADDRESS:		
CITY:	STATE:	ZIP CODE:
PHONE:	E-MAIL:	RELATION:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
Custody Facility Clearance Application

CRIMINAL BACKGROUND (IF APPLICABLE)

HAS ANYONE YOU CURRENTLY LIVE WITH OR LIVED WITH IN THE LAST 5 YEARS BEEN ARRESTED OR CURRENTLY SERVING TIME IN JAIL? IF YES, PLEASE EXPLAIN:



HAVE YOU EVER USED DRUGS? IF YES, WHEN WAS THE LAST TIME YOU USED DRUGS? PLEASE EXPLAIN:

ARE YOU OR ANY OF YOUR FAMILY MEMBERS RELATED TO OR AFFILIATED WITH GANG MEMBERS? IF YES, PLEASE EXPLAIN:

HAVE YOU EVER BEEN ACCUSED OF SEXUAL ABUSE? IF YES, PLEASE EXPLAIN:

HAVE YOU EVER BEEN ACCUSED OF SEXUAL HARASSMENT? IF YES, PLEASE EXPLAIN:

ARREST/DETENTION INFORMATION	
<i>Either as an adult or a juvenile, have you ever been detained for investigation, named as a suspect in a police report, held on suspicion, questioned, fingerprinted, or arrested by any law enforcement agency or military authority?</i>	
DATE:	CHARGE:
AGENCY:	PENALTY:
DATE:	CHARGE:
AGENCY:	PENALTY:
DATE:	CHARGE:
AGENCY:	PENALTY:

 **LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**
Custody Facility Clearance Application 

EXPLANATION OF PRIOR OR ADDITIONAL ARRESTS:

HAVE ANY OF YOUR IMMEDIATE FAMILY MEMBERS EVER BEEN ARRESTED FOR A FELONY?
IF THE ANSWER IS YES: LIST NAME, RELATIONSHIP, AND BRIEFLY EXPLAIN THE CIRCUMSTANCES.
(INCLUDE THE POLICE AGENCY, DATE, AND CHARGE)

HAS ANYONE EVER CALLED THE POLICE ON OR ABOUT YOU? IF YES, EXPLAIN:

ARE YOU NOW OR, HAVE YOU EVER BEEN ASSOCIATED WITH ANY ORGANIZATIONS, MOVEMENT, GROUP OR COMBINATION OF PERSONS WHICH ENGAGE IN CIVIL DISOBEDIENCE AS A METHOD TO ACHIEVE SOCIAL CHANGE? IF YES, PLEASE EXPLAIN:

HAVE YOU EVER PARTICIPATED IN AN UNLAWFUL DEMONSTRATION? IF YES, PLEASE EXPLAIN:

<b style="font-size: 1.2em;">LOS ANGELES COUNTY SHERIFF'S DEPARTMENT <b style="font-size: 1.2em;">Custody Facility Clearance Application
CHAPLAINS AND VOLUNTEERS ONLY
I WANT TO BE A VOLUNTEER WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT BECAUSE...

DO YOU HAVE A CONCEALED WEAPONS PERMIT?	
CCW NUMBER:	
COUNTY OF ISSUE:	EXPIRATION DATE:

LIST PREVIOUS VOLUNTEER EXPERIENCE AT ANY FEDERAL PRISON, STATE PRISON, OR COUNTY JAIL.			
ORGANIZATION:			
ADDRESS:			HOW LONG?
CITY:	STATE:	POSITION:	
SUPERVISOR NAME:		PHONE:	
WHY DID YOU LEAVE THE ORGANIZATION?			

OTHER SKILLS, CERTIFICATIONS, AND LANGUAGES SPOKEN:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
Custody Facility Clearance Application

ACCEPTANCE AND TERMINATION FROM THE PROGRAM

Upon approval of my security clearance application, I understand I am required to attend a 4 hour orientation class regarding custody facility safety and jail policies & procedures. I also understand that any violation of the policies set forth may result in my immediate suspension and/or revoked access into the facility.

I also understand that I am not considered a compensated employee of the Los Angeles County Sheriff's Department. Notwithstanding any other provisions or statements to the contrary, I may be suspended, or terminated/dismissed at the order of the Los Angeles County Sheriff's Department without cause of any kind.

I have applied for security clearance into The Los Angeles County Sheriff's Department Custody Facilities. I authorize the release to read, review, or photocopy any documents to assess my suitability to enter any jail facility within The Los Angeles County Sheriff's Department. This includes, but not limited to Arrest Records, Probation/Parole Records, Booking Records, Traffic Convictions, and Jail/Custody information.

I authorize the full disclosure of any and all information that you may have concerning me, including information of confidential or privileged nature to a duly authorized agent of the Los Angeles County Sheriff's Department.

I HAVE READ, UNDERSTAND AND ACCEPT THE TERMS OF THIS AGREEMENT.

APPLICANT'S PRINTED NAME :

(Last) (First) (Middle)

APPLICANT'S SIGNATURE:

Date: ____ / ____ / ____

***** SHERIFF PERSONNEL ONLY *****

AUTHORIZED SHERIFF'S REPRESENTATIVE:

(Last) (First) (Title)

Date: ____ / ____ / ____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
Custody Facility Clearance Application

Type of Access (circle one):	Attorney Room Program	Clergy	One Day
Fill in the following sections:	(1 & 3)	(1 & 3)	(1, 2, & 3)

Application must be submitted with a **color copy of Driver's License or ID Card (7) business days prior to the event**
Please submit application via email to: rvssecclearances@lasd.org

All applications are reviewed individually, however the below listed reasons are significant factors for disqualification:

- Incarcerated in any federal prison, state prison, or county jail within the last 5 years.
- Convicted of murder.
- Convicted of a sex crime.
- Convicted of a weapons law violation.
- Convicted of felonious assault or spousal abuse.
- Convicted of bringing a controlled substance into a federal prison, state prison, or county jail.
- Convicted of possession of a controlled substance.
- Have used any controlled substance without a physician's authorization within the last 5 years.
- Currently on probation or parole.

Clergy and Attorney Room Programs please provide the following:

- A letter from your organization/church stating you are representing the organization and nature of your visit.
- Copy of Ordination Certificate (Clergy only).

Section 1

Name:			
Address:		City:	Zip:
Sex:	Race:	DOB:	
Home Phone: ()		Work Phone: ()	
CDL /ID #:		Email Address:	

Section 2 (To be completed by LASD Contact)

Email Address:		Unit Requesting clearance:	
Facility Access:	Date of visit:	Time:	
Sgt/Lt. Signature:		Date:	
Reason for visit:			

Section 3

Have you ever been convicted of a misdemeanor or felony? Yes _____ No _____

If "Yes", briefly explain: _____

In the last twelve months, have you been contacted, questioned, detained or arrested by any law enforcement agency or have you been named as a suspect in a police investigation? Yes _____ No _____

If "Yes", briefly explain: _____

I hereby authorize the Los Angeles County Sheriff's Department to initiate a background check for access into the Los Angeles County Jail System.

Signature: _____ Date: _____

*** FOR OFFICE USE ONLY ***

Background Conducted by:	Date:	Pass	Fail
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Los Angeles County SHERIFF'S DEPARTMENT

RELIGIOUS AND VOLUNTEER SERVICES



I have applied for Administrative Jail Clearance. I understand in order for me to participate and ensure admission into the Correctional facility, I must agree to the following terms and conditions and adhere to the following guidelines:

- 1) I must be in possession of a valid and current Government issued Driver's License and/or Identification Card.
- 2) I must check into Facility/Main Control to exchange my I.D. for a Facility Badge. Upon my departure, I must return the facility badge in exchange for my I.D.
- 3) If my access is "escort" required, I understand I must wait to be escorted by personnel authorized to escort me.
- 4) My access is RESTRICTED only to the facility I am allowed to enter and for the specified (if applicable) time period.
- 5) I may be searched at any time while on Jail property, during or after my visit.
- 6) It is a crime to bring any weapon, narcotics, and/or any contraband into a custody facility.

Prohibited items within the secure areas of the Jail:

Firearms, Knives, or any type of weapon, Cellular Telephones, Smart Watches, Cameras, Audio Recording Devices, Backpacks, Duffel Bags, Purses, Fanny Packs, Shopping Bags, Brief Cases, Lighters, Matches, Cigarettes. Please make arrangements to secure any of the above listed personal items in the trunk of your vehicle prior to entering the facility.

- 7) The Los Angeles County Jail is a professional setting and I am expected to wear appropriate attire (clothing should be business casual). Clothing may be deemed inappropriate by the facility Watch Commander.
- 8) Random members of the group may be asked to clear a metal detector (magnetometer). Failure to comply with the request will result in permanent removal from current and future jail access.
- 9) I may be subjected to the risk of my personal safety or death, and/or damage to personal property, and I accept these risks.
- 10) The Los Angeles County Sheriff's Department maintains a no hostage policy and will not consider bargaining with hostage takers for any reason. In the event I am taken hostage by anyone, no inmate will be released as a condition of my safety, and no consideration for my safety will be given to those who have taken me hostage.
- 11) I understand I may be exposed to unlawful acts of force or violence by inmates upon staff, riots, force, nudity, explosion, assault, or caustic chemicals.
- 12) I will refrain from engaging inmates in conversation or from answering inmates if they attempt to engage me regarding matters that are not official business for which my access was granted.
- 13) I shall not knowingly fraternize with, engage the services of, accept services from, do favors for, or maintain a business or personal relationship or association with the spouse, immediate family member, or romantic companion of any person in the custody of the Sheriff's Department or within 30 days of their release.
- 14) Permission to enter the Correctional facility may be subject to cancellation without notice should it be determined the safety and/or staffing levels are inadequate for the day.
- 15) The number of persons permitted in the facility will be determined at the discretion of the facility Watch Commander.
- 16) Distribution of literature, written or printed materials, business cards, photographs, pictures, or other visual materials shall not be circulated, distributed, or posted in any LASD facility by persons or groups not associated with the LASD.
- 17) If I fail to follow any of the above regulations, I will be denied entrance into the facility and will be permanently barred for any future visits into any Los Angeles County facility.

I have carefully read, understand, and accept the contents of this document and sign it of my own free will.

Name (Please print)

Driver's License/I.D. Number

Applicant Signature

Date

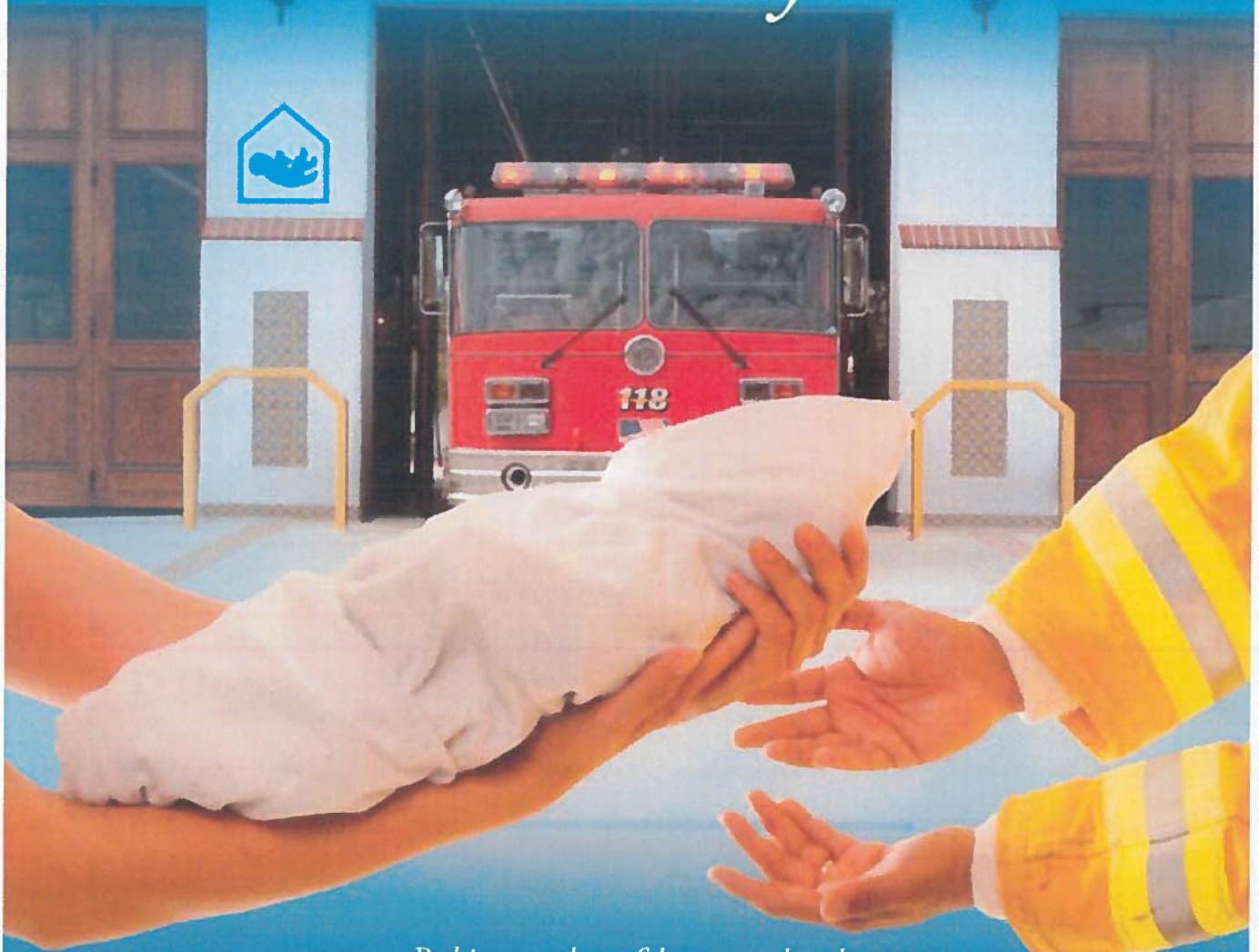
Revised 01/2018

EXHIBIT E

SAFELY SURRENDERED BABY LAW

**EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

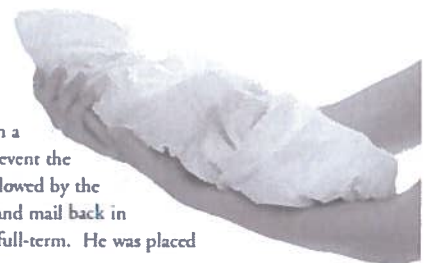
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT F

CONTRACTOR EMPLOYEE JURY SERVICE

**EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

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

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is given an exemption from the Program

Company Name:	College of the Canyons		
Company Address:	26455 Rockwell Canyon Rd.		
City:	Santa Clarita	State:	CA Zip Code: 91355
Telephone Number:	661-362-3410		
MOU for Education Services For Adult Offenders			

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

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

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Omar Torres	Title:	Assistant Superintendent / VP, Instruction
Signature:		Date:	7-30-20

EXHIBIT G

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

AND

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

EDUCATION SERVICES FOR ADULT OFFENDERS

IN LOS ANGELES COUNTY JAILS

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

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

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

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

Contractor Name: <u>College of the Canyons</u>			
Contractor Address: <u>26455 Rockwell Canyon Rd.</u>			
City: <u>Santa Clarita</u>	State: <u>CA</u>	Zip Code: <u>91355</u>	
Telephone Number: <u>661.362.3410</u>	Email address: <u>omar.torres@canyons.edu</u>		
MOU for Education Services For Adult Offenders			

Contractor certifies that:

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

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

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

- OR -

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

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

Print Name: <u>Omar Torres</u>	Title: <u>Assistant Superintendent / NPI</u>
Signature: <u>Omar Torres</u>	Date: <u>7.30.20</u>

EXHIBIT H

**CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENTS**

**EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name College of the Canyons
MOU No. 46811

GENERAL INFORMATION:

The Contractor referenced above has entered into a MOU with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced MOU.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced MOU. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced MOU between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced MOU. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: Omar Torres DATE: 7 / 30 / 20

PRINTED NAME: Omar Torres

POSITION: VP, Instruction

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____

MOU No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a MOU with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced MOU.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced MOU. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced MOU between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced MOU. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Employee Name _____

MOU No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a MOU 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 MOU. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced MOU.

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

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

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.

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 MOU between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Non-Employee Name _____

MOU No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a MOU 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 MOU. 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 MOU.

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

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

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.

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

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced MOU. 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 MOU or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT I

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING
PRACTICES CERTIFICATION**

**EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Contractor Name: College of the Canyons		
Contractor Address: 26455 Rockwell Canyon Rd.		
City: Santa Clarita	State: CA	Zip Code: 91355
Telephone Number: 661-362-3410	Email address: omar.torres@canyons.edu	
MOU for Education Services For Adult Offenders		

CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Contractor and staff performing work under the MOU will be in compliance. Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in termination of the MOU, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.


Print Name: Omar Torres	Title: VPI
Signature: 	Date: 7-30-20

EXHIBIT J

CONTRACTOR'S EEO CERTIFICATION

**EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS**

CONTRACTOR'S EEO CERTIFICATION

College of the Canyons
Contractor Name
26455 Rockwell Canyon Rd. Santa Clarita, CA 91355
Address
95-2561360
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 [checked] No []
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes [checked] No []
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes [checked] 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 [checked] No []

Dr. Omar Torres Vice President, Instruction
Authorized Official's Printed Name and Title

Omar Torres
Authorized Official's Signature
7-30-20
Date

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION


Company Name: <u>College of the Canyons</u>		
Company Address: <u>26455 Rockwell Canyon Rd.</u>		
City: <u>Santa Clarita</u>	State: <u>CA</u>	Zip Code: <u>91355</u>
Telephone Number: <u>661-362-3410</u>	Email address: <u>Omar.Torres@Canyons.edu</u>	
MOU for Education Services For Adult Offenders		

CONTRACTOR CERTIFICATION

The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program) which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Subparagraph 12.45 (Integrated Pest Management Program Compliance) of the proposed MOU. The entire Countywide IPM Program is available at www.lacountyipm.org.

Contractor acknowledges and certifies compliance with Subparagraph 12.45 (Integrated Pest Management Program Compliance) of the MOU and agrees that Contractor or a member of its staff performing work under the MOU will be in compliance. Contractor further acknowledges that noncompliance with County's IPM Program may result in cancellation of the MOU, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: <u>Omar Torres</u>	Title: <u>VPI</u>
Signature: 	Date: <u>7-30-20</u>