



**MODEL MEMORANDUM OF UNDERSTANDING**

**FOR**

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

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

[ ]

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

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

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

- (a) Whereas, one mission of the Los Angeles County Sheriff's Department ("Department") is to create a culture and system of incarceration in the Department jail system that encourages short-term and life-long learning, and reduces recidivism by increasing the educational, civic, social, economic, life skills and engagement of inmate participants; and
- (b) Whereas, County, through the Department, desires to enter into this MOU for the provision of inmate education services in the County jails; and
- (c) Whereas, the Department does not employ qualified personnel to provide the desired inmate education services; and
- (d) Whereas, Contractor represents that it possesses the necessary skills, knowledge, and competence to provide inmate education services in the County jails; and
- (e) Whereas, this MOU is authorized pursuant to California Government Code Sections 31000 and 23015 and otherwise.

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

**1.0 SCOPE OF SERVICES**

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

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

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

## **2.0 ADMINISTRATION OF MOU-COUNTY**

- 2.1 The County Program Manager for this MOU shall be:

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

- 2.2 Responsibilities of the County Program Manager include but are not limited to:
  - 2.2.1 Overseeing the day-to-day administration of this MOU; and
  - 2.2.2 Acting as central point of contact with County; and
  - 2.2.3 Ensuring that the objectives of this MOU are met; and
  - 2.2.4 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements; and
  - 2.2.5 Meeting with the Contractor Program Manager on a regular basis; and

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

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

### **3.0 ADMINISTRATION OF MOU-CONTRACTOR**

3.1 The Contractor Program Manager for this MOU shall be:

CONTRACTOR INFO  
ADDRESS  
TELEPHONE  
FAX  
EMAIL

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

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

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

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

3.2.4 Meeting with County Program Manager on a regular basis.

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

### **4.0 TERM**

The term of this MOU shall commence upon execution by the Sheriff of Los Angeles County and shall terminate [five years from the date of approval by the Board of Supervisors], unless sooner terminated or extended in whole or in part as provided for herein.

## **5.0 TERMINATION**

- 5.1 Either party may terminate this MOU with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 5.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## **6.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 6.1 At any time prior to or during the term of this MOU, all Contractor staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under this MOU shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this MOU. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor.
- 6.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under this MOU at any time during the Term of this MOU. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 6.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 6.4 Disqualification of any member of Contractor's staff pursuant to this Section 6.0 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this MOU.

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

## **7.0 CONFIDENTIALITY**

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

7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

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

## **8.0 INDEMNIFICATION**

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

## **9.0 INSURANCE**

### **9.1 General Provisions for All Insurance Coverage**

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

#### **9.1.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown



below and provided prior to commencing services under this MOU.

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

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

Los Angeles County Sheriff's Department  
Contracts Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754  
Attention: Contract Monitoring Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-Contractors which arises from or relates to this MOU, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

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

#### **9.1.3 Cancellation of or Changes in Insurance**

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

#### **9.1.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the MOU, upon which County immediately may withhold

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

**9.1.5 Insurer Financial Ratings**

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

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

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

**9.1.7 Waivers of Subrogation**

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

**9.1.8 Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

**9.1.9 Deductibles and Self-Insured Retentions ("SIRs")**

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

**9.1.10 Claims Made Coverage**

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

**9.1.11 Application of Excess Liability Coverage**

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

**9.1.12 Separation of Insureds**

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

**9.1.13 Alternative Risk Financing Programs**

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

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

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

### 9.2 Insurance Coverage

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

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

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

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

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

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

## 10.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

10.1 Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this MOU. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

10.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

10.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

## 11.0 NOTICES

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

11.2 Notices to County shall be addressed as follows:

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

With a copy to:

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

11.3 Notices to Contractor shall be addressed as follows:

CONTRACTOR INFO  
NAME  
ADDRESS  
FAX  
EMAIL

## **12.0 STANDARD TERMS AND CONDITIONS**

### **12.1 AMENDMENTS**

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

### **12.2 ASSIGNMENT AND DELEGATION**

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

### **12.3 AUTHORIZATION WARRANTY**

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

### **12.4 COMPLIANCE WITH APPLICABLE LAWS**

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

12.4.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, Students, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this



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

## **12.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

- 12.5.1 This MOU is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, attached as Exhibit F (Jury Service Ordinance and Certification Form and Application for Exception) of this MOU.
- 12.5.2 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service. If Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Contractor must so indicate in the Certification Form and Application for Exception, attached as Exhibit F (Jury Service Ordinance and Certification 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 agreement, if

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

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

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

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

Should Contractor require additional or replacement personnel after the effective date of this MOU to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this MOU.

**12.7 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

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

**12.8 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

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

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

- 12.8.3 County may debar an Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an agreement with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 12.8.4 If there is evidence that Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.
- 12.8.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 12.8.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

- 12.8.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 12.8.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 12.8.9 These terms shall also apply to subcontractors of Contractor.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in a prominent position at contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business, attached as Exhibit E (Safely Surrendered Baby Law) of this MOU.

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

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

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

## **12.11 COUNTY LOBBYISTS**

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

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

#### **12.12 COUNTY'S QUALITY ASSURANCE PLAN**

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

#### **12.13 GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **12.14 INDEPENDENT CONTRACTOR STATUS**

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

12.14.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOU all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

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

## **12.15 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

12.15.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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



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

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

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

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

#### **12.16 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

#### **12.17 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los

Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E (Safely Surrendered Baby Law) of this MOU and also available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **12.18 RECYCLED-CONTENT BOND PAPER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12.23 TERMINATION FOR DEFAULT**

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

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

12.23.2 In the event that County terminates this MOU in whole or in part as provided in Sub-section 12.23.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this MOU to the extent not terminated under the provisions of this Sub-section.

12.23.3 If, after County has given notice of termination under the provisions of this Section 12.23 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 12.23 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.20 (Termination for Convenience) of this MOU.

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

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

## **12.24 TERMINATION FOR CONVENIENCE**

### **12.24.1 Termination for Convenience**

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

### **12.24.2 No Prejudice; Sole Remedy**

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

## **12.25 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

## **12.26 VALIDITY**

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

## **12.27 WAIVER**

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

## **13.0 ENTIRE MOU**

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

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

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Leroy D. Baca, Sheriff

Date \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL

By \_\_\_\_\_  
Deputy County Counsel