

APPENDIX B

STATEMENT OF WORK

ALTERNATIVE PROGRAMS

FOR ADULT OFFENDERS

IN LOS ANGELES COUNTY JAILS

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STATEMENT OF WORK

ALTERNATIVE PROGRAMS FOR ADULT OFFENDERS IN LOS ANGELES COUNTY JAILS

This Statement of Work ("SOW") defines the duties and responsibilities of Contractor to provide Alternative Programs for Adult Offenders in Los Angeles County Jails.

1.0 GENERAL SCOPE OF SERVICES

- 1.1 Contractor shall provide, at no cost to County, one or more alternative jail programs ("Program" or "Programs") to adult offenders ("inmates") housed in County jail facilities. The Programs may include, but not be limited to: literacy education, vocational training, job readiness services, re-entry counseling services, substance abuse counseling, legal education, parenting and life skills instruction, fitness training, and art/music therapy to inmates in County jails. The Program may include an online instructional model. Such Programs shall be facilitated by qualified instructors or personnel ("Facilitators"), as determined by the County, and shall be subject to approval by the Los Angeles County Sheriff's Department ("Department"). Contractor shall identify adequate funding source(s) for the Program. Contractor shall have no expectation of any future payment by County for the Program services.
- 1.2 Contractor shall provide administration of the Program, which may include conducting inmate assessments, and providing case management services, post-release tracking, and/or post-release job placement for inmates incarcerated in County jail facilities.
- 1.3 The Department reserves the exclusive right to (1) add or delete Programs, (2) add and/or delete the number of Facilitators, and/or (3) add or delete County jail facilities during the Term of the Agreement.
- 1.4 Contractor responsibilities do not include, and expressly exclude, the provision of any "Special Education" services as defined in, and required by California Education Code Section 56041, or any other federal or California law.
- 1.5 Contractor shall not dispense legal advice or provide direct legal representation to inmates under this Agreement. Violation of this Paragraph 1.5 shall be cause for immediate termination of the Agreement.
- 1.6 This is a non-exclusive arrangement. Nothing herein is intended to create, nor shall be construed as creating, any exclusive arrangement with Contractor. This Agreement shall not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

1.7 The County Program Manager reserves the exclusive right to terminate the Program for convenience at any time, pursuant to Section 4.0 (Termination) of Exhibit A (Additional Terms and Conditions) of the Agreement, and subject to the changing needs and priorities of the Department.

2.0 PROGRAMS, GENERAL

2.1 Contractor provides its Program(s) at the will of the Department. Contractor shall provide its Program(s) at no cost to the County. It is Contractor's sole and exclusive obligation to adequately fund the Program.

2.1.1 County shall not provide funding to Contractor in exchange for the Program services. All Contractor Facilitator and personnel salaries and benefits, administrative costs, and all other costs associated with providing the Program services shall be borne by Contractor and may be offset through outside funding (i.e. Average Daily Attendance reimbursement, independent grant funding, private funding, or direct funding from Contractor, etc.).

2.1.2 Funding secured by Contractor for the specific purpose of the Program shall not change the terms and conditions of the Agreement.

2.2 Contractor shall provide the Program to inmate participants enrolled in Education Based Incarceration (EBI) Bureau's Program at the County's jail facilities listed on Exhibit D, County Jail Facilities, of the Agreement, over the time period designated by County, and agreed upon by both parties pursuant to Section 7.0 (Term) of the Agreement.

2.2.1 Contractor shall ensure all Facilitators are certified or otherwise qualified via experience to deliver the Program, as determined by the Department.

2.3 Contractor shall receive prior approval from the County Program Manager for all materials used in Contractor's Program, which are to be given to inmates prior to distribution.

2.4 Contractor shall supply all necessary handouts, literature, and/or other materials necessary for the Program. Literature distributed to the inmates for their use must be unbound or bound only by glue (no staples, paper clips, or metal binders are acceptable).

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor's personnel shall comply with current Department custody facility entry requirements prior to entrance into a County jail facility, which may include the exchange of a government-issued identification card for a custody facility pass. Passes shall be displayed at all times.

- 3.1.1 Contractor shall ensure that incidents of lost or stolen passes are immediately reported by Contractor's personnel to the Contractor Program Manager and the Department's on-duty Watch Commander.
 - 3.1.2 Additionally, the Contractor Program Manager shall provide telephonic or in-person notification to County Program Manager, of any lost or stolen pass as soon as feasible. Telephone or in-person notification shall be followed within twenty-four (24) hours via confirming email to County Program Manager specifying the personnel involved and articulating the factual circumstances associated with the loss or theft.
 - 3.1.3 Contractor's personnel shall be responsible for returning any issued custody facility pass to appropriate facility personnel, prior to leaving the concerned custody facility.
 - 3.1.4 Contractor will notify County Program Manager of any inmate and/or individual who negatively interferes with the Program. Any resolution regarding any issue in this regard remains at the sole discretion of the County.
- 3.2 Each of Contractor's personnel performing services shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services in accordance with Section 2.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement.
- 3.3 All Contractor personnel entering the County jail facility shall be required to complete a background security clearance check before permitted entry. Exhibit E, (Entry Application for Access to Custody Facilities) of the Agreement shall be submitted to the County at least five (5) Business Days prior to the date any person expects to enter a custody facility.
- 3.4 All Contractor personnel performing services under the Agreement shall sign and adhere to the terms and conditions specified in Exhibit I (Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement) of the Agreement.
- 3.5 Contractor and all Contractor staff performing services under the Agreement shall acknowledge and adhere to all County and Department policies, procedures, and regulations while performing work. County Program Manager or designee will provide County and Department policies, procedures, and regulations to Contractor during custody orientation.
- 3.6 Contractor shall ensure that all Contractor personnel attend a four (4) hour jail orientation class, conducted by the Department, to be completed prior to performing services under this Agreement.

4.0 CONTRACTOR'S PERSONNEL REQUIREMENTS

- 4.1 Contractor understands and agrees that all personnel delivering Program 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. Contractor shall submit, annually, all personnel payroll records to County Program Manager.
- 4.2. Contractor shall endeavor to assure continuity of all personnel performing services during the Term of the Agreement. In the event Contractor should desire to remove any personnel performing services under the Agreement, Contractor shall provide County with notice at least fifteen (15) calendar days in advance of such removal, 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.
- 4.3 Contractor shall promptly fill any vacancy in Contractor personnel with individuals meeting the qualifications required to maintain the Program.
- 4.4 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.
- 4.5 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.
- 4.6 The employment conditions and rules related to Contractor's personnel shall be maintained in accordance with the professional standards maintained by Contractor, if applicable, or such standards and personnel procedures as may be specifically determined upon mutual agreement of the parties as dictated by the particular conditions existing at County jail facilities.
- 4.7 Contractor Personnel Roster
- 4.7.1 Contractor shall submit to County Program Manager a current personnel roster, including all Contractor personnel that are required to enter County jail facilities to perform services under the Agreement. The roster shall be kept current and up-dated by Contractor as required. All personnel on the roster shall possess photo identification, and shall meet County's requirements for admission into County jail facilities.
- 4.7.2 Contractor shall notify County Program Manager regarding any personnel discharge, or termination of employment, in order that they may be removed from the County jail facility access roster. Contractor notifications to County

Program Manager regarding any such action shall be submitted verbally within 24 hours, followed by written notification.

4.7.3 Contractor shall provide written notification to County Program Manager no less than seventy-two (72) hours in advance of its intent to bring visitor(s) to County jail facilities. All visitors shall complete Exhibit E (Application for Access to Custody Facilities) of the Agreement, unless otherwise excused in writing by County Program Manager.

4.7.4 Violation of the above procedures may result in loss of Contractor personnel security clearance to enter County jail facilities.

4.8 Custody Ethical Conduct Training

4.8.1 All Contractor personnel shall attend no less than two (2) hours of Contractor-provided ethical conduct training prior to Contractor providing services under this Agreement. Such training program shall be pre-approved, in writing, by the County Program Manager. The ethical conduct training is intended to raise Contractor's personnel awareness of the common temptations associated with working an assignment of special trust, such as inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting.

4.8.2 Contractor may seek to partner with an outside organization to meet the two (2) hour ethical conduct training requirement; however, the training provider and program shall be pre-approved, in writing, by the County Program Manager. Contractor shall bear all costs associated with providing the aforementioned two (2) hour ethical conduct training as described in this Paragraph 4.8 (Custody Ethical Conduct Training).

4.8.3 Contractor shall maintain ethical conduct training class rosters and all personnel training completion certificates as evidence of personnel attendance at training. Copies shall be provided to County Program Manager for those personnel who have attended ethical conduct training.

5.0 PROHIBITION AGAINST FRATERNIZING

Contractor and its personnel performing services shall not fraternize with inmates and/or detainees held in County jail facilities. Fraternization warrants immediate expulsion from the facility and may be cause for termination of the Agreement.

6.0 DAYS AND HOURS OF OPERATION

Considering that the education setting is in a custody environment, Contractor's Facilitators and/or other personnel may encounter "lock downs" or other circumstances preventing Facilitators from providing Program services. Should a

“lock down” or other similar circumstance prevent Contractor’s Facilitators from providing Program services, Facilitators may prepare for the next day’s curriculum or similar work while inside the County jail facility.

7.0 COUNTY SUPPLIED OFFICE SPACE, EQUIPMENT, SUPPLIES, AND NECESSARY RESOURCES

7.1 County shall provide the following to Contractor for use during the Term of the Agreement including, but not limited to:

7.1.1 Appropriate facility access and facility space to implement the Program(s);

7.1.2 Equipment which is necessary and agreed upon by Contractor and County Program Manager or designee, to implement the Program(s), such as, but not limited to:

- Photocopiers
- Telephones
- Desk
- Computers
- Printers
- Scanner/fax machine
- Books and other classroom materials
- Pens, pencils, erasers, and paper.

7.1.3 Limited access to television, digital media players, and other technologies as agreed upon by Contractor and County Program Manager or designee, to provide the Program(s).

7.2 Upon expiration, termination, or cancellation of this Agreement, Contractor shall return all County equipment in its original condition, less normal wear. Missing or damaged equipment shall be replaced and/or repaired by Contractor.

7.3 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, as referenced in Section 36.0 (Damage to County Facilities, Buildings, or Grounds) of Exhibit A (Additional Terms and Conditions) of the Agreement.

8.0 QUARTERLY STATUS REPORT

Contractor shall provide to County Program Manager a written quarterly status report of the progress of the Program(s), 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 Program(s). The report due date will be provided to Contractor by County Program Manager.

9.0 QUALITY CONTROL

- 9.1 Contractor shall provide a copy of the Contractor's Quality Control Plan to the County Program Manager to assure County a consistently high level of service throughout the Term of the Agreement that meets or exceeds all Program goals as defined in this SOW, including policies and procedures for all Contractor personnel.
- 9.2 The Contractor's Quality Control Plan shall be submitted to County Program Manager for review within ten (10) Business Days of the effective date of the Agreement. In the event that requirements and/or policies and procedures change during the Term of the Agreement, Contractor shall update the Quality Control Plan, and submit such updated plan to County Program Manager within ten (10) Business Days of notification.